Request for Proposals (RFP):

Preservation Feasibility Study Services

Preservation Needs Assessment Program

Release Date: 10/13/2026

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Introduction

The Philadelphia Housing Development Corporation (PHDC) is seeking qualified vendors to complete Preservation Feasibility Studies for residential properties throughout Philadelphia. The studies will be conducted as part of the Preservation Needs Assessment Program, which is designed to help owners of at-risk affordable housing developments evaluate whether, and how, a property can be preserved as long-term affordable housing. This RFP will result in the selection of one or more qualified vendors to provide the assessments. Selected vendors will be responsible for completing such assessments in conformity with the requirements described below.

Through a separate application process, property owners will apply to PHDC to request Capital Needs Assessments (CNAs), Energy Audits, and/or Preservation Feasibility Studies. Vendors selected through this RFP will be responsible for completing Preservation Feasibility Studies for properties identified through that process. PHDC anticipates that assessments will be required for a range of residential property types, sizes, and configurations, including multifamily buildings with 50 or more units, multifamily buildings with 20 to 50 units, and scattered-site portfolios that include single-family homes and rowhouses. The physical condition of properties is also expected to vary from properties in need of moderate repairs to those requiring substantial rehabilitation.

Each Preservation Feasibility Study will build on a CNA and Energy Audit provided by third parties, which will be shared with the selected vendors. Selected vendors will be responsible for using these inputs, together with independent financial analysis, to produce a comprehensive feasibility study addressing the financial, regulatory, and organizational considerations relevant to preserving the project.

The resulting contract is anticipated to be funded in whole or in part by federal CDBG-DR funds and will be subject to all applicable laws, regulations, and funding source terms and conditions, including any federal reporting requirements. Vendors awarded under this opportunity shall comply with all applicable laws including but not limited to the requirements outlined in Exhibit A, CDBG-DR Terms & Conditions, which may be amended from time to time.

Scope of Work

Assuming performance expectations are met, PHDC anticipates that each awarded vendor will be assigned a minimum of two (2) Preservation Feasibility Studies. PHDC anticipates that between ten (10) and twenty-five (25) projects will be assessed overall. PHDC will assign projects to awarded vendors based on factors such as vendor capacity and availability, property location, and relevant experience or specialization. Each assignment will be issued to the selected vendor via a Notice to Proceed identifying the property, scope, deliverable, schedule, and fee. Vendors shall complete each study and submit the required deliverables to PHDC within thirty (30) calendar days of receipt of a Notice to Proceed unless otherwise approved in writing by PHDC.

Preservation Feasibility Study Requirements

Preservation Feasibility Studies shall evaluate the information provided by PHDC and the property owner and shall develop a clear assessment of the property's preservation options. The study shall adhere to the following structure:

A. Executive Summary

Provide a concise overview of the property's existing conditions, the preservation scenarios evaluated, the recommended strategy, and any key risks or knowledge gaps.

B. Introduction

Identify the property, ownership, current affordability restrictions, and the purpose and objectives of the Preservation Feasibility Study.

C. Existing Conditions Summary

Summarize the property's existing physical, financial, operational, and regulatory conditions, including information provided by the owner and PHDC.

At a minimum, the analysis shall include:

1. Physical Conditions: Summarize the property location, building type, unit count, bedroom mix, and existing physical condition and capital needs based on the CNA and Energy Audit provided by PHDC.

2. Zoning: Summarize the current zoning designation and permitted use.

3. Regulatory Conditions: Describe any existing regulatory agreements, affordability restrictions, tax credit restrictions, subsidy contracts, and other use restrictions.

4. Financing: Describe any outstanding debt, including principal balances, interest rates, maturity dates, payment requirements, and refinancing restrictions.

5. Operating Conditions: Include current rents, utility allowances, amount and source of any project-based subsidy, occupancy status, historical operating expenses, and current operating expenses.

6. Organizational Structure: Summarize the current organizational structure and roles of the owner, property manager, and general partner/managing member if applicable.

7. Knowledge Gaps: State any material issues, gaps in information, or assumptions that require further investigation

D. Financing Scenarios

Develop and evaluate at least two (2) preservation strategies and recommend the transaction structure that provides the strongest and most viable opportunity to preserve the project as long-term affordable housing. The recommended scenario should represent a materially different preservation strategy than the secondary scenario.

It is recommended that vendors prioritize preservation strategies that maintain or increase the number of affordable units, minimize displacement of existing residents, address all identified capital needs, and leverage both public and private financing resources. Where applicable, vendors should identify potential funding sources that specifically support resiliency improvements and incorporate these sources into their scenarios.

Each scenario shall address, as applicable:

1. Assumptions: Note any assumptions used to inform the scenarios. If assumptions are the same for both scenarios, vendors may present the common assumptions once and identify only the assumptions that differ between scenarios.

2. Scope: Summarize the capital improvements to be completed for the given scenario, including any energy efficiency improvements noted in the Energy Audit that will be incorporated into the scope, as well as a summary of any deferred capital needs that may not be in the scope and that may be funded through reserves or future capital planning. If the CNA identifies accessibility deficiencies in the existing building(s), vendors shall evaluate whether accessibility upgrades should

be incorporated into the proposed scope based on applicable requirements, the nature of the deficiency, and the availability and reasonableness of funding sources.

3. Transaction: Summarize the acquisition process if applicable, the proposed ownership structure and roles of existing and new entities, treatment of existing ownership interest, investors, and debt, or other restructuring necessary to complete the transaction.

4. Zoning: Note whether the proposed use and rehabilitation scope are consistent with existing zoning and approvals and, if not, the proposed approach for securing zoning approval.

5. Financing Strategy and Competitiveness: Describe the proposed financing strategy for each scenario. For each source identified, the vendor shall analyze:
    a. Basic eligibility
    b. Competitiveness of the project
    c. Relevant program requirements
    d. Relevant underwriting considerations
    e. Anticipated funding amounts
    f. Timing and availability
    g. Guarantor requirements as they relate to the property owner's most recent audited financial statements.

6. Operating Feasibility: Evaluate the projected operating performance under reach scenario, including projected rental income, operating expenses, debt service, and other applicable operating costs. The analysis shall identify whether the projected operations are sufficient to support the proposed financing and maintain the project's long-term physical and financial sustainability.

7. Timeline: Provide a rough timeline for the proposed scenario, including, as applicable:
    a. Additional studies or reports needed
    b. Financing applications and commitments
    c. Regulatory approvals
    d. Design and permitting
    e. Construction
    f. Permanent financing closing, completion, and stabilization

8. Predevelopment Expenses: Provide an estimated predevelopment budget summarizing the anticipated costs necessary to advance the recommended preservation strategy from feasibility through financial closing. The budget shall identify, as applicable, the costs for:
    a. Additional environmental studies and development consultant hours
    b. Legal work
    c. Architectural and engineering services
    d. Surveys and appraisals
    e. Market studies
    f. Financing and application costs
    g. Permitting
    h. Other predevelopment activities

E. Recommendation

Conclude whether the project is 1) feasible for preservation as proposed, 2) potentially feasible subject to the resolution of identified issues, or 3) not currently feasible for preservation under the scenarios evaluated.

Attachment A: Development Budgets

Prepare a preliminary development budget for each proposed scenario. Guidelines for completing the development budget are as follows:

- Sources: The development budget shall identify all anticipated sources of funding for each proposed development scenario. Sources may include, as applicable:
    - Permanent Debt
    - Construction Financing
    - Bridge Loan
    - Tax Credit Equity
    - City subsidy
    - Federal, state, or local grants
    - Historic tax credits or other tax credit equity
    - Seller financing
    - Deferred developer fee

- Uses: The development budget shall be prepared at a level of detail sufficient to evaluate the feasibility of the proposed preservation strategy. Vendors must include all anticipated hard costs necessary to complete the proposed scope of work.

Construction costs should be informed first by the Capital Needs Assessment (CNA), Energy Audit, and property condition information.

The contract payment to a vendor will also include funding to engage an Owner's Representative or other qualified construction professional to prepare a feasibility-level hard cost estimate. All hard cost estimates shall assume prevailing wages. The development budget narrative shall then include a brief narrative identifying how the anticipated funding sources, total development cost, and overall feasibility of the proposed strategy could change if prevailing wages do not apply.

Attachment B: Development Budget Narrative

Describe the assumptions, sources of information, and methodology used to develop the budgets. Where assumptions or costs differ between scenarios, the narrative shall identify and explain the differences.

Attachment C: Operating Proformas

Prepare a preliminary operating proforma for each proposed scenario covering a minimum of thirty (30) years unless otherwise specified by PHDC. Proformas shall identify projected rental income, vacancy and collection loss, operating expenses, replacement reserves, debt service, and other operating costs. Unless otherwise supported by property-specific or program-specific assumptions, operating revenue and expenses shall be escalated by three percent (3%) annually.

Attachment D: Operating Proforma Narrative

Describe the assumptions, sources of information, and methodology used to develop the operating proformas. Where assumptions or costs differ between scenarios, the narrative shall identify and explain the differences.

Submission Instructions

Applicants must submit a complete response (a "Response") addressing each item below. Responses should be concise and directly responsive to the requirements of this RFP.

A. Cover Letter

Include the following:

- Firm Name
- Business Address
- Primary contact name, title, telephone number and email address.

- A brief statement confirming the applicant's availability and interest in providing services through PHDC
- Name and signature of an authorized representative of the firm

B. Qualifications

Describe the firm's qualifications and experience relevant to the services requested. The narrative must include the following:

- Number of years the firm has provided feasibility studies similar to those requested through this RFP and/or related services.
- Summary of the firm's experience assessing occupied and unoccupied properties.
- Summary of the firm's experience with properties receiving or applying for federal, state, and local housing subsidy, including HUD-assisted properties and Low-Income Housing Tax Credit properties generally.
- A summary of relevant projects completed or in progress in the past three (3) years.

C. Approach to Services

Briefly describe the proposed approach to completing assignments for PHDC. The response should address the approach for the following, as applicable:

- Reviewing available property information, including CNAs, Energy Audits, and existing financing and regulatory documents .
- Coordinating with property owners and property management.
- Identifying and evaluating potential financing sources for the project, including sources eligible to pay for resiliency measures.
- Evaluating the project's operating performance and long-term financial sustainability.
- Identifying material risks, information gaps, unresolved issues, and other conditions that could affect the feasibility or timing of a proposed preservation strategy.

D. Proposed Project Team

Identify the individuals who will be responsible for completing the studies, including their roles, relevant qualifications, demonstrated experience, and anticipated time commitment per project. Applicants should specifically describe relevant experience as it relates to energy efficiency, climate resilience, and other green building strategies. Applicants should also identify any anticipated subcontractors or specialized consultants who may be involved in preparing the studies, including the Owner's Representatives or other qualified construction professional mentioned above.

E. Sample Deliverable (Optional)

Provide one representative sample of a completed Preservation Feasibility Study prepared by the proposed team. If a sample deliverable is provided, please include a cover page identifying which members of the proposed project team prepared the sample deliverable.

F. References

Provide a minimum of three (3) professional references from engagements completed within the past three (3) years for which the firm provided services of comparable scope. References involving multifamily, affordable housing or HUD-assisted/Low-Income Housing Tax Credit properties are preferred. For each reference, provide the following:

- Client/organization name
- Contact name, title, telephone number and email address
- Property name, location, and unit count
- Brief description of services provided and dates of engagement

G. Cost Proposal

Applicants should provide a cost proposal in a format they believe most clearly communicates their anticipated costs for completing the studies requested, which may be broken out by project types, property characteristics or other factors relevant to the scope of services. At a minimum, the fee proposal should identify the following:

- Base fee for one Preservation Feasibility Study, by property type
- Base fee for a hard cost estimate from an Owner's Representative or General Contractor, by property type if applicable

PHDC may request a separate fee proposal for individual assignments or portfolios of properties once a vendor is selected.

H. Required Attachments

Applicants should provide the following documents as separate attachments to the proposal:

- Attachment A: Tax Clearance and Conflict of Interest Form: Complete and submit the Philadelphia Tax Status Certification and Conflict of Interest form. Respondents, upon request of PHDC, must provide further evidence satisfactory to PHDC that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual respondent, and, if applicable, respondent's firm, and neither is currently indebted to the City; will at

any time during the term of the Agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

- Attachment B: Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Forms: Complete and submit the Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion forms.

- Attachment C: Campaign Contribution Disclosure Forms: Complete and submit the applicable campaign contribution disclosure forms.

- Attachment D: Insurance Certificates**:** Submit a certificate of insurance evidencing the required coverage as outlined in Attachment D with your response.

Required Submission Format

Responses should be organized in the order listed above, clearly labeled by section, and compiled into a single PDF. Responses must be submitted via email to PHDCHousingFinance@phdc.phila.gov by December 11, 2026 at 5:00pm.

Applicant Questions

Applicants may submit written questions regarding this RFP to PHDCHousingFinance@phdc.phila.gov. Questions must be submitted by October 23, 2026 at 5:00pm with the subject line “Preservation Needs Assessment RFP – Applicant Question”. Questions received after the deadline may not receive a response. PHDC will compile responses to questions received by the deadline and will issue written responses via the PHDC Funding Opportunities webpage. Applicants are responsible for reviewing all posted questions and responses prior to submitting a proposal.

Review Process

Responses will be reviewed and evaluated according to the following anticipated timeline:

Milestone	Date
RFP Release Date	10/13/2026
Deadline for Applicant Questions	10/23/2026
PHDC Responses to Applicant Questions	10/30/2026
Proposal Submission Deadline	12/11/2026
Award Notification	1/15/2027
Contract Execution	2/12/2027
Assessment Period	4/1/2027 – 12/1/2027

Selection Criteria

PHDC will consider many factors, including cost, when evaluating proposals submitted to this RFP. While cost is an important factor, it is not the sole, or necessarily the deciding factor. PHDC may choose to award the contract resulting from this RFP to an applicant whose proposal is the most advantageous to PHDC and in PHDC's best interest even if the applicant is not offering the lowest price.

PHDC will base its selection on criteria that may include, but are not limited to:

1. Superior ability or capacity to meet requirements of the proposed contract and needs of PHDC and those it serves.
2. Eligibility under Code provisions relating to campaign contributions.
3. Superior prior experience of applicant and staff.
4. Superior quality, efficiency and fitness of proposed solution for PHDC.
5. Superior skill and reputation, including timeliness and demonstrable results.
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served.
7. Lower cost.
8. Administrative and operational efficiency, requiring less PHDC oversight and administration.
9. Anticipated long-term cost effectiveness.
10. Meets prequalification requirements.

CDBG-DR Requirements

The services procured through this RFP will be funded with Community Development Block Grant-Disaster Recovery (CDBG-DR) funds made available by the U.S. Department of Housing and Urban Development (HUD) and administered by PHDC. The resulting assessments are intended to support planning and analysis related to housing recovery, unmet housing needs, and/or mitigation and resiliency in Philadelphia. As CDBG-DR-funded planning activities, the assessments procured through this RFP must be consistent with the applicable CDBG-DR Public Action Plan and applicable HUD requirements. Procurement of contractors must follow PHDC procedures and be fully documented. Additionally, all procurement procedures must provide for open and free competition in accordance with 2 CFR Part 200.318-200.327 regarding financial and administrative management of federal grant funds. For additional information see Exhibit A below.

List of Attachments

The following documents, included as separate attachments to this RFP, are available on the PHDC Funding Opportunities webpage:

- Attachment A: Tax Clearance and Conflict of Interest Form
- Attachment B: Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Forms
- Attachment C: Campaign Contribution Disclosure Forms
- Attachment D: Insurance Requirements

Additional Information

A. Conflict of Interest

No employee, officer, board member, or agent of PHDC or the vendor shall participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

B. No Guarantee of Work

Selection under this RFP does not guarantee any minimum volume of assignments. Individual assignments will be issued on an as-needed basis at PHDC's sole discretion.

C. Use and Distribution of Deliverables

All Capital Needs Assessments, Energy Audits, supporting analyses, data, photographs, calculations, and other deliverables prepared by vendors selected through this RFP may be used by PHDC, the City of Philadelphia, property owners receiving assessments and their authorized representatives, and other City or governmental agencies. PHDC and the City may also make completed deliverables available to lenders, funding partners, consultants, contractors, and other parties as reasonably necessary. Property owners receiving assessments through the Preservation Needs Assessment Program may use the completed deliverables in connection with their own preservation planning, rehabilitation, financing, funding applications, and related activities.

D. Equal Opportunity

Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §200d et seq., as amended, and the regulations issued pursuant thereto (24 CFR 1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. PHDC does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, age, ancestry, or national origin in consideration of this award.

E. Events of Disqualification or Default

Subsequent to the selection of a respondent, and before execution of an Agreement for Professional Services between PHDC and the selected respondent (an "Agreement") PHDC may treat any of the following as an event of disqualification or default:

- Unilateral withdrawal by the selected respondent;
- Failure to proceed substantially in accordance with the response as submitted;
- Failure by the respondent for any reason whatsoever to timely execute the Agreement when tendered;
- Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the response, or subsequent thereto. For the purposes of this section, PHDC places particular importance on the information required by the

Applicant's Philadelphia Tax Status Certification and Conflict of Interest Form and the Campaign Contribution Disclosure Forms; or

- Failure to provide in a timely manner the additional material required after selection throughout PHDC selection process.

Upon the happening of an event of disqualification or default by the selected respondent, PHDC shall have the right, at its election, to rescind its selection or declare null and void the Agreement that may already have been executed.

F. Reservation of Rights by PHDC

By submitting a Response in response to this RFP, an applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) PHDC may exercise in its sole discretion the following rights; and (iii) PHDC may exercise the following rights at any time and without notice to any applicant:

- to reject any and all Responses;
- to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- to cancel this RFP with or without issuing another RFP;
- to extend the time period for responding to this RFP;
- to solicit new Responses;
- to conduct personal interviews with any applicant to assess compliance with the selection criteria;
- to request additional material, clarification, confirmation or modification of any information in any and all Responses;
- to negotiate any aspect of a Response, including price;
- to terminate negotiations regarding any and all Responses at any time;
- to expressly waive any defect or technicality in any Responses;
- to rescind a selection prior to contract execution if the PHDC determines that the Response does not conform to the specifications of this RFP;
- to rescind a selection prior to contract execution if the PHDC determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of an applicant or Response was not in conformity with law or with the legal obligations of PHDC;
- in the event a contract is awarded, the successful applicant or applicants shall procure and maintain during the life of the contract all required insurance coverages in the amounts to be determined prior to the award of any contract;
- in the event a contract is awarded, all applicants agree to perform their services as an independent contractor and not as an employee or agent of the PHDC;

- in the event a contract is awarded with PHDC, all applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of PHDC; and
- each Applicant agrees to indemnify, protect and hold harmless PHDC from any and all losses, injuries, expenses, demands and claims against PHDC or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (ii) the delivery by the applicant to the PHDC of any other documents or information; and (iii) any other conduct undertaken by the applicant in furtherance of or in relation to the applicant's Response. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

PHDC is under no obligation whatsoever to any Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the PHDC to applicant. In no event shall PHDC be responsible for any cost, expense or fee incurred by or on behalf of applicant in connection with the RFP. Applicants shall be solely responsible for all such costs, expenses and fees.

Exhibit A: CDBG-DR Terms & Conditions

1. Environmental Regulatory Compliance

To the extent applicable, vendors must comply with HUD regulations found at 24 CFR Parts 50 & 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321 et seq., and other Federal environmental requirements.

2. Section 3 Requirements

To the extent applicable, vendors shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended ("Section 3"). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding $200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of $100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction.

3. The Copeland "Anti-Kickback" Act

If selected under this RFP, vendors shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable. If applicable, the vendor or subcontractor shall insert in any subcontracts such clauses as instructions require, and also a clause requiring the subcontractors to include such clauses in any lower tier subcontracts. The prime vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses may be grounds for termination of the contract, and for debarment as a vendor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Debarment and Suspension

If selected under this RFP, the resultant contract will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by PHDC. If it is later determined that the vendor did not comply with 2 C.F.R.

pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PHDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor shall further agree to include a provision requiring such compliance in its lower tier covered transactions. This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of the resultant contract.

5. Clean Air Act

If selected under this RFP, the vendor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The vendor shall agree to report each violation to PHDC and understands and agrees that PHDC will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. The vendor shall agree to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

6. Federal Water Pollution Control Act

If selected under this RFP, the vendor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor shall agree to report each violation to PHDC and understands and agrees that PHDC will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. The vendor shall agree to include these requirements in each subcontract.

7. Energy Conservation

If selected under this RFP, the vendor shall agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq. This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

8. Byrd Anti-Lobbying Amendment

Vendors who apply or bid for an award of $100,000 or more shall file the required certification, per 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. 31 The vendor shall further agree to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

9. Access to Records and Record Retention

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.336, applicable Federal and/or State Agency has the right to examine and inspect all records, documents, and papers, including contracts, related to any project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

- Record Retention: The vendor will retain and will require its subcontractors of all tiers to retain in compliance with 24 CFR 570.502(a)(7), complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- Retention Period: The vendor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- Access to Records: The vendor agrees to provide sufficient access to applicable Federal and/or State Agency and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and,

to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 USC 5325(g) and 2 CFR 200.336. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the applicable Federal Agency Secretary, Director, or Administrator or their authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or5317. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- Access to the Sites of Performance: The vendor agrees to permit applicable Federal and/or State Agency and its contractor's access to the sites of performance under this contract as reasonably may be required. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, PHDC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.