



HOUSING & REDEVELOPMENT AUTHORITIES
OF CUMBERLAND COUNTY

Better Places, Better Lives

**Request for Proposals
For Architectural and Engineering Services
For the
Housing Authority of the County of Cumberland
&
Redevelopment Authority of the County of Cumberland**

Developments: Various Housing Authority of the County of Cumberland Properties & Redevelopment Authority of the County of Cumberland Project Sites

Issuer: Housing & Redevelopment Authorities of the County of Cumberland (“Authorities”)

Proposal Title: Architectural and Engineering Services

Date Issued: Friday June 10, 2022

Proposal Deadline

Proposals shall be delivered to the Authorities at the address listed below, on or before:

Date Due: Friday, August 5, 2022
Time Due: 10:00AM

Submit proposal in a sealed envelope. Faxed proposals will not be accepted. Proposals must be received by due date and time. No late proposals will be accepted. Deliver three (3) copies of the proposal to:

Housing and Redevelopment Authorities of the County of Cumberland
Mary E Kuna
Executive Director
114 North Hanover Street
Carlisle, PA 17013

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Section 1: Introduction/Background

1.1 Introduction

The Housing and Redevelopment Authorities of the County of Cumberland (“Authorities”) invites responses from qualified architectural and engineering firms (“Proposer”) interested in and capable of providing architectural and engineering services outlines in this RFP.

The Authorities are seeking services for an initial 2-year period with the possibility of three (3) one-year renewal options, commencing on or about September 1, 2022.

1.2 Background

The Authorities are public agencies responsible for administering public housing and Section 8 rent assistance programs for eligible individuals and families in Cumberland and Perry Counties, Pennsylvania, as well as, Community Development federal funds for Cumberland County. The Authorities have been in existence since 1970. The Authorities are governed by five member Boards of Commissioners appointed by the Board of Commissioners of the County of Cumberland, Pennsylvania. The Housing Authority Board includes a “Resident Commissioner”. The Housing Authority is regulated and subsidized by the U.S. Department of Housing and Urban Development (“HUD”). The Redevelopment Authority Board serves in dual capacity of the Land Bank for Cumberland County.

- Established in 1970, the Authorities’ mission is to redevelop underutilized properties and provide decent, safe and sanitary housing within the financial reach of low-income families and elderly and disabled persons.
- The Housing Authority currently owns and manages 208 units of low-income public housing and has a Housing Assistance Payment (HAP) contract to provide rental assistance to over 1,300 households in Cumberland and Perry Counties, Pennsylvania. Additionally, the Authority manages a Section 8 Moderate Rehabilitation SRO Program that provides rent subsidies to 22 households residing in 4 structures owned by private non-profit corporations. The Authority also manages a Shelter Plus Care Program which offers rental assistance to homeless individuals with mental health disabilities.

- The Redevelopment Authority engages in the acquisition of blighted properties, investment in home rehabilitation programs and administration of CDBG and HOME funds for Cumberland County.
- The Authorities have developed working partnerships with numerous businesses, religious, civic and governmental organizations and other community partners to enhance the lifestyle of their residents.

Section 2: General Information

2.1 Authorities' Reservation of Rights

- The Authorities reserve the right to reject any or all proposals, to waive any informality in the RFP process or to terminate the RFP process at any time, if deemed by the Authorities to be in their best interests.
- The Authorities reserve the right not to award a contract pursuant to this RFP.
- The Authorities reserve the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternative or non-requested services.
- The Authorities shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

2.2 Respondents Responsibilities

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP through the Executive Director, Mary Kuna. Proposers must not make inquiry or communicate with other staff members or officials pertaining to this RFP.

2.3 Service Definitions

Architectural- Consultation, investigations, reports, or services for design-type projects within a scope of practice of architecture or professional engineering as defined by the laws of the Commonwealth or territory in which the recipient is located.

Engineering- Any service or creative work, the adequate performance of which requires an engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design on engineering works and systems, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specification; any of which embrace such services or work, either public or private, in connections with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Such practice includes the performance of architectural work incidental to the practice of engineering. "Engineering services" does not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel or the maintenance of safety in the work place.

Subcontractor- The selected respondent shall not sub-contract any of the tasks, liabilities or obligations under this contract without the written consent of the Authorities, and the respondent shall not be relieved of any duty, liability, or obligation by reason of sub-contracting. No contractual relation shall exist between the Authorities and any sub-respondent by virtue of any sub-contract.

THE CONTRACTOR IS SOLELY RESPONSIBLE THAT THE SUBCONTRACTOR MEETS ALL REQUIREMENTS AS OUTLINED ABOVE

Section 3: Intent and Scope of Services

3.1 Intent of the Request for Proposal

The Authorities seek to engage a qualified, licensed and insured entity to provide architectural/engineering and construction administration services at a variety of Authorities owned sites, managed sites or proposed projects. All work related to the implementation of modernization, deferred and/or preventative maintenance and development programs, and may be funding from a variety of sources such as housing operations, capital fund finance, and development programs.

Services Areas to Include:

The Authorities Architectural & Engineering Services	Contractor Responsibility
<p>Architectural Design</p> <p>Provide Architectural plans and drawings in accordance with code and standards required.</p>	<p>Contractor will provide architectural drawings and specifications on an as needed basis for all currently owned buildings in need of rehabilitation and for future projects.</p>
<p>Construction contract administration and/or management.</p>	<p>Contractor shall supply construction contract administration/review and /or construction management on an as needed basis for future projects that may fall within their scope.</p>
<p>Cost Estimating.</p>	<p>Contractor shall provide cost estimating of supplies for projects that may fall within their scope of work on an as needed basis.</p>
<p>Energy Specialist/Green Building Rater.</p>	<p>Contractor will have on staff or a binding subcontract with a person(s) who are certified as an Energy Specialist and in Green Building practices.</p>
<p>Environmental Review.</p>	<p>Contractor will provide Environmental Reviews for future projects that may fall within their scope.</p>
<p>Fire Protection Engineer.</p>	<p>Contractor shall have a person(s) on staff or a binding subcontracted to provide Fire Protection Engineering reviews for all currently owned buildings and for future projects.</p>
<p>Landscape Design.</p>	<p>Contractor shall provide landscape design services on an as needed basis in accordance with acceptable landscape and plantings for the applicable areas needed.</p>
<p>MEP/Structural Engineers.</p>	<p>Contractor shall have a person(s) on staff or a binding subcontract to provide reviews and designs for currently owned and future projects on an as needed basis for MEP and Structural integrity of design and use.</p>

Site Planning and Surveying,	Contractor shall have a person(s) on staff or a binding subcontract for services related to certified site planning and surveying in the design of future projects and in the need of a currently owned building in need of rehabilitation.
Soil/Geotech/Environmental Engineers.	Contractor shall have a person(s) on staff or with a binding subcontract to provide services related to soil/geotechnical and environmental engineering for our currently owned properties as well as for future projects on an as needed basis.
Engineering Services (Structural, Mechanical, Electrical, Civil)	Contractor shall have a person(s) on staff or on a binding subcontract to provide services to all aspects of engineering for our currently owned and for future projects on an as needed basis.
Any other services that would typically be performed by either an architectural or engineering firm in its normal course of business.	Contractor shall provide all other services related to the services that are called forth in this agreement as normal procedure performed by an architectural and/or engineering firm in normal course of work completed.

Section 4: Required Submission Documents

<u>Submission Documents</u>	<u>YES</u>	<u>NO</u>
This Checklist (Completed)		
Evaluation Form (provided within)		
Rate Proposal (provided within)		
An active PA Architecture and/or Engineering License (provide copies)		
List of active Professional Certifications, Licenses, Designations, Associations (provide copies)		
Debarment Statement – submit notarized statement, on the firm’s letterhead, that the respondent or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency		
Liens, Suits and Judgements – submit notarized statement on the firm’s letterhead, indicating a description of any disputes, suits, judgements and liens during the past 2 years		
Business Registration Certificate – Each respondent is required to submit proof of business registration. This requirement applies to any sub-consultants in named in the proposal or utilized in the performance of services		
Form HUD 5369-C: Certifications and Representations of Offerors (download)		
Form HUD 2530: Previous Participation Certification (download)		
Form HUD 50071: Certification of Payments to Influence Federal Transactions (download)		

Section 5: Payment

The respondent shall submit any required supportive certified payrolls and daily field reports with the payment requisition. (Note: Certified Davis-Bacon Wage Rate Act Payrolls are not required on professional service contracts, but *review* of payrolls submitted by Contractors doing work under construction tasks designed and administered by an AE respondent may be required as part of the AE’s own scope of work. On tasks exceeding \$50,000, progress payments may be subject to 10% retainage until the work is 50% completed and 5% thereafter until all required closeout documents are filed with the Authorities. For larger design tasks, the following correlation of fees to milestone completion will serve as initial guidelines for negotiated task order pricing:

Phase of Work / Milestone	Cumulative Completion / Percent of fee
Preliminary Design / Feasibility Study	10%
Schematic Design Phase:	20%
Construction Document Phase:	50%
Contract Award Phase:	60%
Construction	90%
Close-out and Guarantee Phase	100%

Section 6: Terms and Conditions of Contract

Entire Agreement

These conditions together with the Authorities' Request for Proposal and Contractor's response to it form the entire agreement between Authorities and Contractor.

Terms of Contract

The term of this Contract shall be for an initial period of two (2) years with three (3) one-year renewal options. The initial contract term will commence on or about September 1, 2022, unless renewed as previously stated.

The Authorities may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement, which is required by Stature, Executive Order, Authorities' Procurement Policy, or HUD Regulations.

Access to Property

The Authorities' Procurement & Compliance Specialist or other designated employee will accompany Contractor when entering or visiting any property.

Additional Requirements

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD)

Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the owner shall be negotiated based on the cost principals stated at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 24CFR 85.36 (f).

Additional Services. The Owner shall perform a cost or price analysis as required by

24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

Retention and Inspection of Records. Pursuant to 24 CFR

Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of 85.26(i)(10) and (11), access shall be given by the Design Professional to

the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub-grantees make final payments and all other pending matters are closed.

Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the above, has a financial or other interest in the firm selected for award. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of Commission shall be admitted to any share or part of this Contract or to any benefit to arise from it.

Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Employment, Training, and Contracting Opportunities for:

A: The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated

by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B: The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C: The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D: The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the commitments under this section 3 clause, and will upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation in 24 CFR part 135

E: The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F: Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G: Reserved.

H: Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.

Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

C. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are.

Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

D. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall 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 (Pub. L. 94-163 codified at

42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964

(42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities

established by exercise of a Tribe's powers of self-government.

CONTRACTOR PERSONNEL

Contractor shall provide certified, qualified, accredited professionals who: Understand current practices in this field and have experience providing architectural and engineering services in a currently owned portfolio as well as for upcoming future projects.

Conduct themselves in a professional and work like manner, with minimal noise and disruption.

Cooperate with the building occupants to assure the progress of this work.

Maintain certification and training requirements of architects and engineers as required at the state and federal level.

Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used. Use only contractor vehicles identified in accordance with state and local regulations.

Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.

Will comply with all government regulations as are applicable during the time spent on government property.

MINIMUM STANDARDS OF PERFORMANCE

To perform requested duties as stated in the contract documents in a timely manner that will assist the Authorities with all current and future needs pertaining to the properties owned currently and any upcoming projects that may require the services rendered by an architect or engineer.

Those services, may at the time of the request, require additional time and allocations that will be paid on a per hour or per diem rate that has been agreed upon in the contract documents that have been approved by the Authorities' Board of Directors.

WORKERS' COMPENSATION AND LIABILITY INSURANCE

The contractor is required to provide evidence of insurance for workers' compensation, general liability, and automobile liability. A certificate of

insurance must be provided for all coverage stating the limits and the effective and expiration dates of coverage, and must include an endorsement adding The Authorities and the property owner as an additional named insured. Coverage for Comprehensive General Liability insurance must have limits of not less than \$1,000,000.00. This coverage must be provided on an occurrence basis and include bodily injury, property damage, personal injury, advertising injury, blanket contractual coverage, and owner/contractor protective liability.

Coverage for Workers' Compensation and Automobile Liability must be provided at limits that meet or exceed the limits required by State Law. Evidence of continuous Workers' Compensation coverage throughout the duration of the contract must be provided to The Authorities.

LIABILITY INSURANCE

1. Workmen's Compensation Insurance

The CONTRACTOR shall purchase and maintain such insurance (minimum coverage required by state law) as will protect him from claims under Worker's Compensation Acts, for damages which may arise from operations by himself or anyone directly or indirectly employed by him.

2. Comprehensive General Liability

The CONTRACTOR shall carry comprehensive general liability insurance with bodily injury and property damage in the following amounts:

Bodily Injury and Property Damage

A: Each Occurrence \$1,000,000

B: Annual Aggregate \$1,000,000

3. Comprehensive Automobile Liability

Bodily Injury and Property Damage

A: Each Occurrence \$1,000,000

B: Annual Aggregate \$1,000,000

4. Professional Liability (Errors and Omissions) Insurance

A: Each Occurrence \$500,000

B: Annual Aggregate \$1,000,000

INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice, by property, must be submitted within thirty (30) days after services are provided to The Authorities. The Authorities will pay invoices net thirty (30) days, after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided. Each invoice or voucher must also show the Contract Number.

Evaluation Criteria

The Authorities will make its selection based on the criteria listed below.

Points Range

0 to 20 Points: Completeness of proposal and terms of the financing including any required covenants, reserves or other conditions as outlined in the proposal; as well as past record of performance in financing similar transactions for public housing authorities and other borrowers. Ability to provide high quality service and achieve the objectives within the established time frame.

0 to 80 Points: The Authorities will evaluate the net present value of the financing cash flows. This calculation will include, but may not be limited to, the interest rates used, upfront fees, annual fees, construction interest costs, negative arbitrage and any other costs associated with the financing.

Maximum Points: 100

Section 7: Selection Process

The Authorities staff will review each Proposal received by the Proposal deadline and reserves the right to make its selection or rejection solely upon the contents of the Proposals received as a result of this solicitation. Interviews may be conducted and additional information clarifying the components of the Proposal may be requested from any Proposer. All Proposals received in response to this RFP become the property of the Authorities and all costs of Proposal preparation and submittal shall be borne by the Proposer. **If the Authorities are unable to**

enter into an Agreement before **September 1, 2022**, the Authorities may, at its discretion, request an updated proposal from all the Contractors who submitted Proposals.

Section 8: Execution of Agreement

After completion of the selection process, and the Authorities Boards' approval, the Authorities will enter into a formal Agreement with the selected Contractor. The selected Contractor's Response and this RFP shall be incorporated by reference and made part of the Agreement.

Section 9: Personnel

The selected Contractor will secure, at its own expense, all personnel to perform the required services. Such personnel shall not be employees of or have any contractual relationship with the Authorities.

Section 10: The Authorities' Rights

- The Authorities reserve the right to reject any or all proposals, to waive any informality in the RFP process or to terminate the RFP process at any time, if deemed by the Authorities to be in its best interests.
- The Authorities reserve the right not to award a contract pursuant to this RFP.
- The Authorities reserve the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternative or non-requested services.
- The Authorities shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Section 11: Independent Contractor

The selected Contractor will be engaged only to the extent provided in the Agreement. The relationship of the Contractor to the Authorities during the term of the Agreement shall be that of an "independent contractor". The Contractor shall perform its services as an "independent contractor" in accordance with its own methods, the terms of the Agreement and applicable law, regulation and ordinance. The selected Contractor shall report to and perform its services under

the direction of Authorities' Executive Director or her designee. Employees or other persons engaged by the Contractor shall not be employees of the Authorities.

Section 12: Inquiries

Questions concerning the content of this RFP should be made via email and directed to **Mary Kuna, Executive Director** at mkuna@cchra.com

Any prospective Contractor desiring an explanation or interpretation of this solicitation must submit a written request via email to the appropriate persons listed above by **July 11, 2022** to allow a written reply to all prospective Contractors before the date of submission. Oral explanations or instructions given will not be binding. Any information given to prospective Contractors concerning this solicitation will be furnished promptly to all other prospective Contractors as an amendment of the solicitation; if that information is necessary in submitting Proposals or if the lack of it would be prejudicial to any other prospective Contractor.

Questions concerning submittal of RFP response or to obtain materials should be directed to **Mary Kuna, Executive Director** at (717) 249-0789 X 118 or mkuna@cchra.com.

Submission Documents

<u>Submission Documents</u>	<u>YES</u>	<u>NO</u>
This Checklist (Completed)		
Evaluation Form (provided within)		
Rate Proposal (provided within)		
An active PA Architecture and/or Engineering License (provide copies)		
List of active Professional Certifications, Licenses, Designations, Associations (provide copies)		
Debarment Statement – submit notarized statement, on the firm’s letterhead, that the respondent or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency		
Liens, Suits and Judgements – submit notarized statement on the firm’s letterhead, indicating a description of any disputes, suits, judgements and liens during the past 2 years		
Business Registration Certificate – Each respondent is required to submit proof of business registration. This requirement applies to any sub-consultants in named in the proposal or utilized in the performance of services		
Form HUD 5369-C: Certifications and Representations of Offerors (download)		
Form HUD 2530: Previous Participation Certification (download)		
Form HUD 50071: Certification of Payments to Influence Federal Transactions (download)		

Evaluation Form

Description of Work: RFP-2022-AE

Firm Name: _____

Street Address: _____

Telephone #: _____

Person of Contact: _____

All proposals will be evaluated in accordance with the following criteria as shown below:

SELECTION CRITERIA	POINTS
Expertise	20
Capacity and ability to meet EHA requirements	20
Public Housing Authority experience	20
Staffing	15
Price	15
References	10
OVERALL SCORE	100

The Authorities will make an award to the responsible respondent(s) whose offer conforms to the solicitation and is most advantageous to the Authorities (i.e., that which represents the overall best value to the Authorities), cost or price and other factors considered.

Name of Firm

Name

Title

Signature of Bidder

Sworn and subscribed before me this Day of 2022

Notary Public Signature and Seal

Cost Proposal

Rate Proposal Format To Be Submitted Information Purposes Only

Indicate Hourly Rates For Each Discipline

Fees shall include all travel expenses, wages, goods and materials necessary to perform work under the terms and conditions of this solicitation. Fees, initial set-up costs, printing costs and other reimbursable items are the responsibility of the selected Firm. Proposed compensation structure includes hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to the Authorities.

Description of Role/Service/Staffer	Rate
Principal – Architect	\$
Principal – Engineer (Structural, Mechanical, Electrical, Civil, Environmental)	\$
Designer/Project Manager – Architect or Engineer	\$
Project Manager – Construction/Design Specialist	\$
Project Manager – Engineering Specialist(s)	\$
Project Manager – Roofing/Waterproofing Specialist	\$
Security/Defensible Space/Accessibility Consultant	\$
Assistant Project Manager/Field Inspector	\$
CAD Specialist/Draftsperson	\$
Historic Preservation Specialist	\$
Cost Estimating Specialist/Senior Cost Estimator	\$
Schedule/Claims Analyst	\$
Forensic Engineering/Expert Witness Consulting	\$
Administrative Support	\$