

## **REQUEST FOR PROPOSALS (RFP)**

### **Physical Needs Assessment, Energy Audit & Strategic Planning Services**

**SOLICITATION #: ECO-O-15-005-01**

#### **PROPOSAL DEADLINE:**

All proposals must be received at the following e-mail address no later than 11:59 p.m. EDT, July 8, 2020.

#### **PROPOSAL SUBMISSION:**

Only electronic proposals in Microsoft Word or PDF format will be accepted.

All proposals must be received at the following e-mail address by the proposal deadline stated above:

[HCDproposals@EconometricaInc.com](mailto:HCDproposals@EconometricaInc.com)

All responses submitted are subject to these instructions.

Econometrica, Inc., reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so.

During the period between issuance of this RFP and the proposed due date, no oral interpretation of the RFP's requirements will be given to any prospective Offeror. Requests for interpretation (and other questions) must be made by e-mail no later than 5:00 p.m. EDT, July 1, 2020 to:

[HCDproposals@EconometricaInc.com](mailto:HCDproposals@EconometricaInc.com)

During the period of advertisement for this RFP, Econometrica, Inc., may wish to amend, add to, or delete from the contents of this RFP. In such situations, Econometrica, Inc., will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be posted on the Econometrica, Inc., website at <https://www.EconometricaInc.com/2020-06-housing-rfp/>.

#### **TASK-LEVEL PROPOSAL WITH MULTIPLE AWARDS:**

This RFP includes two tasks. Proposals may address one or the other of the tasks, or both tasks. Respondents must indicate on the cover page which task or tasks the proposal covers.

Econometrica, Inc., anticipates multiple awards to conduct PNAs and/or provide technical assistance to up to 15 PHAs. Econometrica, Inc., will issue separate Task Assignments to the selected Contractor(s) for each PHA, and Contractor(s) will indicate availability and specific price quote based on the size and characteristics of the specific PHA at the time of each Task Assignment.

**COVID-19:**

COVID-19 creates barriers to conducting a PNA/EA. Under no circumstances will Econometrica, Inc., request work that violates local health guidance as communicated by the PHA, and willingness and ability to travel or conduct in-person inspections as of July 8, 2020, is not a factor in proposal evaluation or selection.

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*Analytic Excellence, Innovative Solutions, Quality Service*



## Part I. Introduction and Overview

Econometrica is a research and consulting firm with more than 20 years of experience working on Federal housing and community development programs for the U.S. Department of Housing and Urban Development (HUD). In addition, Econometrica has provided support to State and local governments—including public housing authorities, economic development agencies, and Indian tribes—with strategic planning, housing needs assessments, performance improvement, turnaround management, and program compliance.

HUD regulations require PHAs to undertake a Physical Needs Assessment (PNA) and an Energy Audit (EA) once every 5 years. HUD's PNA tool software, also known as the Green Physical Needs Assessment (GPNA) Tool, is HUD's preferred method of conducting the PNA and EA. The software and user guide are currently available from the HUD Public Housing, Office of Capital Improvements web page:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/capfund/gpnatool](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool)

**Task 1** of this RFP requires that the selected Contractor follow the PNA protocol, use the GPNA tool or equivalent in the conduct of the PNA, prepare the data for submission to HUD by generation of the required formatted XML file, and provide Econometrica, Inc., with a written report and the completed PNA tool. The Contractor, with Econometrica's approval, may conduct the PNA without using HUD's GPNA tool provided that the Contractor generate XML files that conform to HUD's requirements, prepare the written report, and provide Econometrica, Inc., with the PNA data in an organized and documented MS Excel spreadsheet. During setup of the tool, the selected Contractor must work with Econometrica, Inc., and the PHA to request and receive the PIC data import necessary to begin using the GPNA tool. The Contractor will be required to assist Econometrica, Inc., in successfully submitting the data to HUD.

HUD does not provide software for conducting the EA. Instead, the EA must be performed in a format of the Contractor's choosing, in accordance with the requirements listed at [24 CFR Part 965.302](#). This RFP allows the option for including the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level II audit as part of a combined solicitation.

The results of the EA should be loaded into and included in the PNA in accordance with the HUD PNA user guide.

Upon completion of the PNA, Econometrica, Inc., may then upload the PNA to HUD using the data contained in the HUD PNA software or the XML file provided by the Contractor.

**Task 2** of this RFP requires that the selected Contractor provide technical assistance in strategic planning and public housing repositioning strategies based on the PNA data. This technical assistance may include providing guidance on incorporating PNA data into the PHA Plan, updating PNA data and the PHA Plan, identifying a strategy for addressing physical needs, and repositioning strategies.

PROPOSALS MAY BE LIMITED TO ONE TASK, OR TO BOTH TASKS. EACH TASK WILL BE EVALUATED SEPARATELY, AND ECONOMETRICA, INC., MAY SELECT DISTINCT CONTRACTORS FOR EACH TASK. ECONOMETRICA, INC., ANTICIPATES MAKING MULTIPLE AWARDS.

Econometrica, Inc., is seeking a professional consultant to undertake and complete the following according to HUD requirements and protocols, and including any supplemental services that Econometrica, Inc., may request herein:

- Physical Needs Assessment, Energy Audit, or Combined (PNA and EA)
- Strategic Planning and Repositioning Technical Assistance

Econometrica, Inc., will make multiple awards to cover PNAs and technical assistance for up to 15 PHAs.

## Part II. Scope of Services

The scope of services encompasses two tasks. Proposals may address one or both tasks.

### 1. General Overview

1.1. Econometrica, Inc., hereby requests proposals from qualified firms and individuals to perform one or both of two tasks:

- **TASK 1:** Perform PNAs and/or EAs in accordance with all current HUD regulations, the HUD GPNA tool, forms, user guide, and other guidance as may be issued by HUD from time to time.
- **TASK 2:** Provide technical assistance with strategic planning and repositioning of physical assets.

1.2. The Task Assignment will reflect the PHA name, location, number of units and number of projects in the housing authority portfolio. The projects identified in the Task Assignment will be the subject of the PNA and the EA, and will include both dwelling and non-dwelling spaces and buildings as well as roads and parking areas contained within each project.

1.3. A list of all properties, by project, will be provided to the contractor with the date of construction, total number of units, and (separately) the number of public housing Annual Contributions Contract (ACC) units, and will also include a listing of other community facilities to be included in the assessment.

1.4. The Task Assignment request will also include, if applicable, any mixed-finance properties that contain public housing ACC units that are to be included in the PNA.

1.5. The results of the PNA, EA, and any Physical Property Strategic Planning technical assistance under Task 2 will be to provide PHAs assisted under this assignment with data and narrative to enable the PHA to make both long- and short-term strategic portfolio investment decisions. The final documentation and data provided will be comprehensive in nature in a form and format that will allow the agency to utilize this information to support any potential future financing applications.

### Task 1: Physical Needs Assessment, Energy Audit, or Combined (PNA and EA)

#### 1. Physical Needs Assessment (PNA) Scope of Work/Technical Specifications

Econometrica, Inc., is seeking proposals from qualified and licensed entities to provide the following detailed services:

1.1. **General Requirements:** In accordance with the GPNA User Guide, and the Public Housing and Modernization Standards Handbook 7485.2. The Energy Audit and PNA will be conducted in accordance with 24 CFR 905.300, 24 CFR Part 965.302, HUD GPNA tool requirements, and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other PHA physical facilities. The assessment will identify energy conservation measures and the cost-savings that result from implementing

the measures, thereby reducing operating costs. All identified physical improvements will meet or exceed HUD mandatory standards, and those established by local and state health, safety, and building codes. At a minimum, the goal of the PNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with “as-built,” to the degree reasonably possible based on available components and building age. The effort should provide the PHA with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

- 1.1.1. Generally, identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.
- 1.1.2. Perform interviews and review existing property documentation with knowledgeable Econometrica, Inc., personnel and PHA staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.
- 1.1.3. Identify all development components that will be part of the assessment.
- 1.1.4. Establish a methodology that will sample multiple like-kind buildings, and common areas such as lobbies, corridors, and community facilities.
- 1.1.5. Establish a plan to inspect the following:
  - o 10 percent of apartment interiors.
  - o 10 percent of scattered site units.
  - o 100 percent of common areas.

The HUD GPNA tool provides a general list of potential components to be assessed. Generally, components to be assessed are those for which replacement represents a significant capital cost eligible for funding from the HUD Capital Fund grant received by the PHA. The HUD list is not all inclusive and may not include significant components that will need assessment.

- 1.1.6. Perform walkthrough assessment/inspections of each development and other PHA properties to ascertain the condition of the property; **immediate** critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items. The assessor will record the data on the HUD PNA approved data collection forms or equivalent for the following: site, building exterior, building systems, unit, and common areas.
- 1.1.7. Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead and new energy code compliance.

- 1.1.8. The assessor will provide and record an estimate of Expected Useful Life (EUL) for each individual component and will provide a source for EUL in general.
- 1.1.9. The assessor will provide and record a replacement unit cost for each individual component and for a total of those components. (E.g., per window and per window times all similar windows.)
- 1.1.10. Identify work items needed and costs for implementation to make selected units accessible and usable by the handicapped as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA) requirements will be inspected to ensure that the components are functioning according to their purpose. *(Note: A regulatory compliance review is not required for these units or areas; only a functionality and EUL assessment is needed.)*
- 1.1.11. Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into the PNA. Evaluate options for increased energy efficiency.
- 1.1.12. The intent of the assessment is to perform a full evaluation based on visual observation of accessible areas. The assessor is not expected to perform destructive or forensic testing (opening wall cavities, cutting pipes, etc.) or to enter confined spaces. No destructive testing is to take place without prior written approval of the PHA.
- 1.1.13. Any deficiencies identified that could have an impact on health and safety will be brought to the attention of Econometrica, Inc., and the PHA immediately by written and verbal notification as a matter of ensuring the safety of residents and PHA personnel.
- 1.1.14. The selected Contractor will develop a Comprehensive Costing Library. Professional/certified cost estimating utilizing “R.S. Means” construction costing is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD PNA Tool. The comprehensive cost and EUL component library must contain descriptions and reference information. The Contractor may use HUD’s CNA e-tool EUL table.
- 1.1.15. Provide a detailed report for the PHA development that details the assessment data. The selected Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g., Kitchens, Bedrooms) costing without specific work item costing is unacceptable.* Provide individual cost tables and digital photographs to document notable conditions at each property. The Contractor shall show a line-item prioritization. The work shall include a review of any prior plans, recommendations, and a detailed report on items completed in the interim. The major part of the work consists of a thorough



assessment of noted property, leading to a prioritized list of recommended improvements, plus a detailed physical database. Included is the identification of work that may be recommended to improve long-term viability, such as change in physical configurations, comprehensive revitalization with total demolition, and/or disposition. All data will be entered into the HUD PNA tool, sufficient to produce a 20-year cost projection of needs for each capital component.

- 1.1.16. The PNA will require the use of the HUD GPNA tool or generation of compatible XML files. The tool and the XML schema can be found at the following HUD website address:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/capfund/gpnatool](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool).

- 1.1.17. The work performed by the Contractor under this solicitation must be in compliance with the proposed regulations as known at the time of this solicitation and with the HUD GPNA tool. Contractors shall ensure that data collected under this solicitation include all information required and sufficient to enter into the GPNA tool. The Contractor shall include in its price all costs to complete the HUD GPNA tool or equivalent, as required. The Federal Register Notice Public Housing: Physical Needs Assessment proposed to revise HUD's energy audit requirements applicable to the Public Housing program for the purpose of clarifying such requirements, as well as identifying energy-efficient measures that need to be addressed in the audit and procedures for improved coordination with physical needs assessments; the Contractor must follow these requirements.

**1.2. Econometrica, Inc., Assessment of Work:** Work shall consist of three PHA assessments:

- 1.2.1. **Pre-Assessment**—focuses primarily on preparing for the assessment, as well as collecting and recording development data and utilizing architectural plan measurements and count data.
- 1.2.2. **Assessment**—focuses on helping you to identify all building components, including quantities of each present component; establish remaining useful life (RUL); and determine eligibility and cost of component refurbishment or replacement.
- 1.2.3. **Post-Assessment**—focuses on establishing industry-standard parallels through collection, review, data input, and report production.

**1.3. Steps of Work:** The steps involved include, but are not limited to:

- 1.3.1. Develop a detailed survey scope and survey methodology, pertinent to the collection of all assessment data and the information required to develop the database.
- 1.3.2. Survey existing physical conditions at the development, including but not limited to: the roofs, envelopes, windows, landscaping, streets/parking areas, sidewalks, etc.; the building interiors, including all finishes, fixtures,

materials, and equipment; all common areas, including halls, lobbies, stairwells, etc.; crawl spaces, utility tunnels, etc.; and all mechanical, electrical, plumbing, and air conditioning systems, etc.

- 1.3.3. Interview resident representatives and maintenance and management staff; collect and record all relevant data.
- 1.3.4. Based on information gathered in the steps above, analyze the condition of all systems and components at the development and identify all capital improvements or modernization necessary.
- 1.3.5. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable.
- 1.3.6. Employ quantitative units in building the database wherever possible.
- 1.3.7. Review the PHA's most recently available PNA to verify which items were completed and which items remain to be completed.
- 1.3.8. Prioritize each work item. There should be at least five (5) categories of priority, ranging from emergency, through urgent, to long-range.
- 1.3.9. To allow for future updates and modifications by the PHA, the Contractor shall provide the entire plan in an electronic format to facilitate the future updating of the facilities condition evaluations.

**1.4. PNA Report:** Upon completion of the inspections, the selected Contractor will provide a report to Econometrica, Inc., in narrative and spreadsheet forms that meets Econometrica, Inc., requirements, in electronic format. This requirement also includes the XML file to be generated from or compatible with the GPNA tool for submission to HUD. The draft report will contain the PNA results, including ECMs from energy audits, and will be submitted to Econometrica, Inc., for review and comments.

The report of the PNA shall include:

- 1.4.1. An introductory background section, summarizing the prior PNA and history; the past capital improvements; the assessment procedures, assumptions, and methods; the prioritizing system and approach; the cost-estimating methods and assumptions; and an explanation of and reference to the cost-estimating guide proposed.
- 1.4.2. A separate HUD Form 52828, Physical Needs Assessment, for each asset management property/development assessed. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems. Include a section for the development that gives general information and descriptions of the development.
- 1.4.3. A listing of each issue of deficiency, by priority, giving at a minimum the system (HVAC, site, unit interior, etc.), a brief description of the problem, a brief recommendation, and a cost estimate.

- 1.4.4. An attachment that includes an overall listing of the recommended work items by priority, a copy of the survey form, and a listing of all the systems, components and subcomponents, and entry codes used in the database.
- 1.4.5. An Executive Summary summarizing major findings and recommendations plus any other major issues, including any repair items that immediately impact health and safety such as code violations; regulatory compliance issues such as relocation planning, asbestos-containing materials, lead-based paint, and environmental issues; or systematic problems. Also describe any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.

## 2. Energy Audit Scope of Work/Technical Specifications

Pursuant to 24 CFR 965.302, each PHA is required to complete an energy audit for each PHA owned project under management not less than once every 5 years.

**2.1. General Requirements:** The Energy Audit will be conducted in accordance with 24 CFR Part 965 and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock on the basis of a physical inspection of a representative sample. (Note: The Contractor will be expected to inspect a sample size comparable to that for the PNA described above; the inspected areas for purposes of the energy audit may be, but are not required to be, the same as those inspected for the PNA.) The assessment will identify water and energy conservation measures and the cost-savings that result from implementing the measures. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes. The Contractor shall enter the data into the PNA tool for each ECM considered sufficient to include the ECM as an alternate item on the cost projection and to calculate a simple payback for each considered ECM. Data fields required for each ECM are the general specification of the ECM, its cost, its estimated useful life, its estimated annual water/energy consumption, the utility rate applicable to the ECM, and the water/energy consumption of the component to be replaced by the ECM if applicable.

**2.2. Scope of Services:** Pursuant to 24 CFR 965.302, the PHA is required not less than once every 5 years to conduct an energy audit. Specifically, the noted CFR states that each PHA:

“shall complete an energy audit for each PHA-owned project under management, not less than once every five years. Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA.”

The Contractor shall perform an energy audit comparable to the standard established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Level II.

- 2.2.1. The objectives of the audits are to identify energy conservation measures (ECMs), to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit should identify any compliance, health, or safety issues related to energy improvements. Each development will require the contractor to conduct a non-investment-grade energy audit and a report. HUD has published a proposed energy audit rule in the Federal Register (Public Housing Energy Audits, dated 11/17/2011) that provides standards that the Contractor shall use in the conduct of the energy audit. The Contractor shall also comply with The Public Housing Modernization Standards Handbook, 7485.2 REV-1, dated February 4, 1985, and with the HUD [Energy Conservation for Housing—A Workbook](#), January 1998.
- 2.3. The selected Contractor shall conduct an energy audit for each measure. The following items are specifically included:
- 2.3.1. The Contractor shall analyze the utility bills provided by the PHA for the three (3) most recent years for all common areas (PHA paid) and units (to the extent available). The analysis shall identify trends of consumption against a benchmark(s) to support the Contractor's prioritization recommendations for actions such as implementing ECMs, maintenance activities, and/or resident education.
- 2.3.2. The energy walkthrough survey must include Core ECMs, which have a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservation; power, lighting systems, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).
- 2.3.3. Review of all available building plans, specifications, product literature, and test and balance data to quantify building and equipment design criteria, parameters, and sizes. The review should also include architectural, mechanical, and electrical drawings and specifications for housing developments, administrative offices, and other buildings and identify whether any energy conservation measures, or energy-saving equipment is in use.
- 2.3.4. Collection of climatological data for the local area, to correlate energy usage to weather conditions.
- 2.3.5. Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.
- 2.4. Advanced ECMs, which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies, and renewable energy systems (solar, geothermal), may be considered for supplemental feasibility study outside the scope of this contract.

2.5. The following tests are not required under the HUD standard and are included here as add options.

- Blower door/duct leakage testing on a sample dwelling unit at each development in order to determine air-sealing requirements. The tester must be HERS Energy Rater certified or equivalent. Equipment must be calibrated within 12 months of blower door test. Evidence of calibrated equipment may be requested.
- Carbon monoxide and gas leak detection on all units inspected that have natural gas or propane appliances/equipment.
- Thermal imaging tests on problem areas that are not accessible with visual inspection.
- Property surveys at various times during the day and night, or days of the week, to identify patterns of variable usage.

**2.6. Report Documentation or Report Preparation:** The Contractor shall develop a comprehensive Energy Audit Report for each housing development and submit to Econometrica, Inc., This report shall contain:

- 2.6.1. A summary of energy conservation measures studied and those recommended for implementation, by development.
- 2.6.2. A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.
- 2.6.3. All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.
- 2.6.4. Recommendations as to the order in which the recommended energy-savings opportunities should be implemented in order to provide the PHA with a master plan of action.
- 2.6.5. Presentation of the interrelationships of the various energy conservation measures in a project so that the PHA understands the impact that implementing each measure has upon the other proposed measures.
- 2.6.6. All backup engineering calculations, so that the Energy Audit Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy-savings measures.

### **3. Deliverables and Timeframe**

3.1. The Contractor shall deliver the following, under a schedule and deadlines specified in the Task Assignment:

- 3.1.1. A briefing or videoconference, at a time, date, and place determined by Econometrica, Inc., reflecting an overview of the Contractor's findings based on the completed PNA and EA. At a minimum, the Contractor shall address the overall condition of each project and review the HUD PNA report to be submitted to HUD.

- 3.1.2. An electronic copy of the results of the PNA and EA. This includes a separate report prepared for each development that includes a discussion of all building systems, photographs of representative interiors and systems, and a table showing immediate repairs and life-cycle component replacement.
- 3.1.3. A copy of the GPNA tool or well-documented MS Excel spreadsheet with all of the PHA PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.
- 3.1.4. A demonstration of technical assistance to PHA staff regarding submission of the required reports to HUD, including the PNA and future annual updates. The Contractor shall provide no less than 2 hours of training to PHA staff to instruct them in the use of the GPNA tool or MS Excel spreadsheet for ongoing management and annual updating.
- 3.1.5. This shall include the preparation of the initial XML submission.
- 3.1.6. The Contractor will continue to provide PHA staff with technical assistance until the completed PNA file is validated by HUD as a successful submission.

One (1) electronic copy of each aforementioned item shall be submitted in either MS Excel or MS Word format by e-mail. These documents shall be the sole property of Econometrica, Inc., and of the assisted PHA. The Contractor shall not provide the documents produced for Econometrica, Inc., under this contract to any other party unless approved in writing by the Econometrica, Inc., Project Manager.

- 3.2. Time Completion Plan/Schedule (TCP/S): The TCP/S and schedules/milestones may vary based on the requirements of each Task Assignment. A sample TCP/S is shown below for the deliverables identified.

Deliverables	Timeframes/Milestones
Physical Needs Assessment (PNA) – Draft Version	Within forty-five (45) days after the effective date of the Task Assignment
Energy Audit – Draft Version	Within forty-five (45) days after the effective date of the Task Assignment
Physical Needs Assessment (PNA) – Final Version	Within fifteen (15) days after receipt of comments on the “Draft Version” of the PNA
Energy Audit – Final Version	Within fifteen (15) days after receipt of comments on the “Draft Version” of the Energy Audit

- 3.3. All reports are to be sent to the Econometrica project manager, as specified in the award letter and Task Assignment



## Task 2: Strategic Planning and Repositioning Technical Assistance

### 1. Technical Assistance Scope of Work/Technical Specifications

Econometrica, Inc., is seeking proposals from qualified and licensed entities to provide the following detailed services:

1.1. **General Requirements:** Provide technical assistance and guidance to PHAs on addressing physical needs described by the PNA and EA. The technical assistance should be strategic and focused on effectively addressing physical needs and planning capital expenditures. This technical assistance may extend to the repositioning of physical assets as a strategy for addressing physical needs and preserving affordable housing units.

1.1.1. Generally, assist the PHA in identifying solutions to deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.

1.1.2. Perform interviews and review existing property documentation with knowledgeable Econometrica, Inc., personnel and PHA staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.

1.1.3. Identify options for preserving safe and livable affordable housing units in the medium- and long-term based on PNA and EA data as well as other information.

1.1.4. Assist PHA staff in understanding PNA and EA data, including integrating PNA and EA data and findings into the PHA Plan and other planning and operations documents.

1.1.5. Related technical assistance as needed by the PHA and approved by Econometrica, Inc.

1.2. **Steps of Work:** The steps involved include, but are not limited to:

1.2.1. Kick-off call with Econometrica, Inc., to describe the scope of technical assistance covered by the Task Assignment, provide PNA and EA data, and identify additional data requirements.

1.2.2. Kick-off call or videoconference with PHA staff.

1.2.3. Regular progress reporting as specified in the Task Assignment.

1.2.4. Final briefing and report, describing the technical assistance provided. The Contractor will also provide Econometrica, Inc., with copies of all documents, tools, reports, or other materials provided to the PHA.

### 2. Deliverables and Timeframe

2.1. Deliverables, schedule, and deadlines will be presented in the Task Assignment and agreed to during or immediately after the Kick-off call with Econometrica, Inc.

## Part III. Qualifications

**TASK 1:** In order to be considered qualified to perform the services under the Scope of Work, contractors performing the PNA/EA must have the following qualifications:

**PNA:**

1. State and local license as required.
2. At least 5 years of experience performing physical property inspections and cost estimations for PHA's; demonstrated knowledge of applicable multifamily building standards and codes; demonstrated knowledge of energy-efficiency practices; and a working knowledge of commonly used computer technology (MS Excel, Access, etc.).

**EA:**

1. State and/or local license as required.
2. Basic knowledge and experience to produce a useful and reliable energy audit.
3. Certification ("energy auditor," "certified energy auditor," "certified energy manager," "HERS Rater") from a state or national energy auditing certifying agency. Acceptable certifications include those provided by the American Association of Energy Auditors (AEE), the Building Performance Institute (BPI), and the Residential Energy Services Network (RESNET).

**TASK 2:** In order to be considered qualified to perform the services under the Scope of Work, contractors providing technical assistance must have the following qualifications:

1. At least 5 years of experience providing property sustainability, repositioning, and acquisition strategic planning services to public housing agencies. Experience must include long range portfolio strategic planning and future financing recommendations utilizing a possible mix of funding sources (e.g. Tax Credits, Bonds, CDBG, HTF, HOME, RAD).

**Insurance Requirements:**

The Contractor must demonstrate Worker's Compensation Insurance and at least \$1,000,000 separately for both casualty and professional liability insurance.

**COVID-19:**

COVID-19 creates barriers to conducting a PNA, an EA, and on-site technical assistance. Under no circumstances will Econometrica, Inc., request work that violates local health guidance as communicated by the PHA. The Respondent's willingness and ability to travel or conduct in-person inspections as of July 8, 2020, is not a factor in proposal evaluation or selection.



## Part IV. Sample Task Assignment Statement of Work (SOW)

The following is general information on a PHA for Task 1 work. Respondents will use this information to prepare their price quote. Assume that all same-sized units in a building type have identical layouts.

Note that this sample Task Assignment SOW is like an anticipated Task Assignment, and actual costs for that Task Assignment should not differ significantly from the price quote.

Show each staff member, hours proposed, and hourly rates. Also, show material and other costs, including general, administrative, overhead, and profit. Do not include travel, but indicate staff members that will work onsite. If your firm has a fee or charge for personal protective equipment, list that charge separately.

### Sample Statement of Work

A small PHA in the southeastern U.S. requires a PNA and EA. The housing has not necessarily been maintained, but the extent of the needs is not known. The PHA has the following characteristics:

1 AMP

92 Buildings

- 76 semi-detached buildings
- 12 row/townhome buildings
- 4 non-dwelling structures

200 units

- 152 semi-detached units – 54 1BD units, 24 2BD units, 49 3BD units, 25 4BD units
- 48 row/townhome units – 48 2BD units

DOFA of April 1960

## Part V. Proposal Submission

Proposals should be submitted in the following format, with each section beginning on a new page:

1. **Letter of Transmittal.** A transmittal letter signed by the Contractor authorized to submit the proposal and to make commitments on behalf of the company.
2. **Table of Contents.** A table of contents shall be provided that lists each section of the proposal as required by Part V of this RFP.
3. **Organization or Consultant History.** Give a brief description of the firm and its history, or, for consultants, employment history.
4. **Qualifications.** A description of the firm's or consultant's qualifications to perform the PNA, EA, and/or technical assistance.
5. **Experience.** Provide a list of the organizations for which the Contractor has performed relevant work, going back at least 5 years. For Task 1 respondents, particular emphasis should be on contracts with public housing agencies and performance of physical needs assessments and energy audits for properties with various characteristics.
6. **Staffing.** Provide a list of staff members who will work on this contract, including principals and staff-level personnel, along with qualifications of each.
7. **Evaluation Criteria.** Provide information addressing each of the evaluation criteria.
8. **Pricing and Hourly Labor Rates.** For Task 1, provide pricing to address the Sample Task Assignment SOW presented in Section IV. Show each staff member, hours proposed, and hourly rates. Also, show material and other costs, including general, administrative, and overhead. Do not include travel, but indicate staff members that will work onsite. If your firm has a fee or charge for personal protective equipment, list that charge separately.

For Task 2, provide a list of staff members and hourly rates. Per HUD and pursuant to the Federal cost principles, labor rates charged to the Federal Government may not be higher than those paid by others for similar work. HUD will determine the reasonableness of and approve all rates in accordance with applicable Federal cost principles. Consultants and contractors with rates \$200 and greater, are considered high wage and require additional justification.

Task Assignments issued under the HUD's Cooperative Agreement shall have no increment above cost and no fee or profit may be paid to the Consultant under this agreement, except as otherwise expressly provided by law.

9. **Compensation.** Compensation for a Task Assignment will be negotiated and established based on the scope of work and level of effort to be performed during the Task Assignment.
10. **References.** Provide a list of clients, including the organization name, contact person, telephone number, and address as well as brief descriptions of the scope of work. (No fewer than three references and no more than five).
11. **Other.** Evidence of coverage as required under Part III and any other information the Contractor or Econometrica, Inc., deems relevant and would like Econometrica, Inc., to consider.

## Part VI. Evaluation and Selection

**Basis for award.** The contract will be awarded to the firm or firms whose **proposal is determined by Econometrica, Inc., to be the most advantageous and offers the best value, with price and other technical factors considered.**

Technical factors include:

1. **Experience.** For Task 1, firm's experience in performing physical needs assessments and/or energy audits. Emphasis should be placed on experience with public housing agencies, performing physical needs assessments and energy audits. For Task 2, firm or consultants' experience in providing meaningful and effective strategic planning and physical condition technical assistance.
2. **Qualifications.** Identify the qualifications of the principals and staff performing work. Staff members performing the PNA or the EA must meet the qualifications listed under Part III.
3. **Approach/Work Plan.** Firms must identify how they plan to undertake the activities under the Scope of Services provided in Part II and, for Task 1 respondents, the Sample Task Assignment SOW provided in Part IV, and the proposed timeline.
4. **Section 3 and Small, Minority- and Women-Owned Businesses.**
  - o Firms must provide documentation regarding their status as either a Section 3 business concern or a small, minority- or woman-owned business concern.
  - o Firms must submit separate plans as to how they intend to meet the individual requirements of 24 CFR 135 to provide economic opportunities for low-income persons in the jurisdiction of the PHA. and 24 CFR 200 for small, minority- and women-owned business enterprises.

Relative weight of technical evaluation factors:

Factors	Points
1. Experience	30
2. Qualifications	20
3. Approach/Work Plan	20
4. Section 3/MBE	10
5. Pricing	20
<b>Total Points</b>	<b>100</b>

Price will be considered in conjunction with technical factors by Econometrica, Inc., to determine the proposal that is most advantageous and offers the best value to Econometrica, Inc.

## Part VII. Other Relevant Information

The contract executed pursuant to this RFP is deemed to include:

1. The Consulting Services Master Agreement (CSMA) which is the specific contractual document provided by Econometrica, Inc., to the Contractor/Consultant. The CSMA is provided as Appendix A
2. This RFP in its entirety.
3. Task Assignments may include additional materials and requirements.

The term of this contract is 210 days. No option periods are anticipated at the time this RFP is issued.

The Contractor is expected to provide all labor and materials necessary to accomplish the Scope of Services contained in Part II of this RFP and as specified in the Task Assignment.

Monthly invoicing is required. For approved invoices deemed as timely, Econometrica, Inc., agrees to process and pay such invoices within thirty (30) days of Econometrica's receipt of payment for that invoice from HUD. The Task Assignment will be closed only after the satisfaction of all contract and deliverable requirements contained in Part II, Section 4, of this RFP and as specified in the Task Assignment.

## Appendix A: Sample Consulting Services Master Agreement

**CONSULTING SERVICES MASTER AGREEMENT**  
**#HUDCA-CSMA-XXXXXX-2020**

THIS AGREEMENT (the "Agreement") is made effective as of **Date** by and between Econometrica, Inc. ("Client") with offices at 7475 Wisconsin Avenue, Suite 1000, Bethesda, MD 20814 and Consultant Company Name, with offices at Consultant Address. **Client** and **Consultant** hereinafter referred to as the "Parties".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Consulting Services.

(a) **Engagement.** Subject to the terms and conditions hereinafter set forth, Client hereby retains Consultant, and Consultant agrees to provide and perform consulting services about this Agreement ("Consulting Services").

(b) **Term.** This Agreement shall commence on **Start Date** and terminate on **End Date** (the "Term Date"), unless extended in writing by the Parties to this Agreement, as provided herein.

(c) **Renewal or Extension.** Either Party may extend the Consulting Period after the Term Date by giving written notice to the other Consultant at least fifteen (15) days in advance of the beginning of the renewal period, if such extension is agreed in a written modification to this Agreement and signed by both Parties.

(d) **Independent Contractor Status.** Consultant shall remain an independent contractor while performing all Consulting Services. Consultant will not act as Client's employee or agent, nor engage in any conduct that would imply that Consultant has such status. As an Independent Contractor, Consultant shall be responsible for payment of all applicable income taxes.

(e) **Task Assignment.** Consultant shall provide technical assistance Consulting Services related to various Cooperative Agreements ("HUD Cooperative Agreements" or "Cooperative Agreement") awarded to the Client by the U.S. Department of Housing and Urban Development (HUD). As Consulting Services are identified, Client shall develop task assignments outlining the specific scope of work for that assignment ("Task Assignment"), which shall be executed by both Parties. Each Task Assignment shall outline the specific work to be performed, a schedule for completion, the total hours anticipated, the rate and the total costs to Client. Task Assignments shall be added as numbered Attachments to this Agreement. Any Consulting Services performed outside the scope of work for a Task Assignment shall be at the Consultant's sole risk and expense. Consultant agrees not to undertake any activity unless expressly approved in writing by Client.

(f) **Changes to Task Assignment Scope of Work.** Client may require changes to the Consulting Services within the scope of work for a Task Assignment or as required by HUD under the applicable Cooperative Agreement. Subject to Client's review of Consultant's

justification, an equitable adjustment may be made in: (1) the scope of work and/or (2) an adjustment in the price and/or schedule, as appropriate. No change in the scope of work, price or schedule can be made without a written modification to the Task Assignment that is signed by both Parties.

2. Compensation, Invoices, Payment, and Reimbursable Travel Expenses

a) ***Compensation for Consulting Services on a Task Assignment.*** Subject to the provisions hereof, Econometrica shall pay Consultant a consulting fee to be negotiated for each hour of service provided to the Client. Total compensation for a Task Assignment will be negotiated and established based on the scope of work and level of effort to be performed during the Task Assignment. Per HUD and pursuant to the Federal cost principles, labor rates charged to the Federal Government may not be higher than those paid by others for similar work. HUD will determine the reasonableness of and approve all rates in accordance with applicable Federal cost principles. Consultants and contractors with rates \$200 and greater, are considered high wage and require additional justification.

b) ***Certification of Compensation for Federal Work.*** By signing this agreement, the Consultant certifies that their compensation rate included in this agreement for work on federal projects is the same as, or lower than, their compensation for similar work on non-federal activities. Task Assignments issued under the HUD's Cooperative Agreement shall have no increment above cost and no fee or profit may be paid to the Consultant under this agreement, except as otherwise expressly provided by law.

c) ***Total Cost of a Task Assignment.*** The total cost of invoices submitted to Client for performance of Consulting Services identified in each Task Assignment shall not exceed the value specified in such Task Assignment. Consultant is not authorized to perform Consulting Services, nor incur expenditures or obligations that exceed the value of the Task Assignment, which amount is the maximum amount for which Client shall be liable, unless otherwise specified through a formal modification signed by both Parties. Client shall reimburse Consultant for actual costs that are incurred in the performance of this award and are allowable, allocable, and reasonable in accordance with the applicable federal cost principles contained in 2 CFR 200, Subpart E.

d) ***Submission of Timely Invoices.*** Consultant shall submit signed invoices to the Client by the **tenth (10th) calendar day** of each month for all Consulting Services by Task Assignment that were completed during the prior month. Separate invoices must be submitted for each Task Assignment to [HCDAdmin@EconometricaInc.com](mailto:HCDAdmin@EconometricaInc.com) with a copy to the Project Manager named in the relevant Task Assignment. Each invoice must clearly identify the number of the Task Assignment, the Project Manager, the Cooperative Agreement number, the Work Plan number and any additional invoice data required by HUD and specified in each Task Assignment (see **Attachment B Invoice Template**).

e) **Approval or Rejection of Invoices.** The Project Manager shall have five (5) business days from the date of receipt of Consultant's invoice to accept or reject it. If the invoice is approved, it shall be deemed timely submission and included in Client's monthly invoice submission to HUD. If an invoice is rejected, Econometrica shall provide Consultant with the reasons for the rejection in writing. If Consultant's invoice is not approved or received by Client's accounting department in time to include in that month's invoice to the Customer, then Econometrica will include it in the next month's invoice to the Customer.

f) **Payment of Invoices.** For approved invoices deemed as timely submission as defined in Section 2 (d), Client agrees to process and pay such invoices within thirty (30) days of Client's receipt of payment for that invoice from HUD.

g) **Reimbursable Travel Expenses.** Consultant is required to use the Client's Expense Voucher, in **Attachment C**, to submit all travel expenses. After Consultant incurs travel expenses during a Task Assignment, Consultant shall submit these expenses to Client. The Expense Voucher must contain a detailed expense reporting of the travelers per diem for meals and incidental expenses (M&IE) and actual transportation and lodging expenses, as well as receipts for transportation and lodging.

Expenses submitted for reimbursement must comply with the expense policies in **Attachment D**. Expenses that do not comply with the Client's stated expense policies or the travel policies of the U.S. Government will not be reimbursed. Consultant must certify and sign the Expense Voucher. Consultant shall bill, and Client agrees to reimburse, travel costs at rates and costs that are no higher than the maximum allowed under the Federal Travel Regulations prescribed by the U.S. General Services Administration (GSA). Consultant may not submit an Expense Voucher for any amounts above the actual travel expenses incurred, such as for G&A or fixed fee. Client agrees to reimburse Consultant per the payment schedule detailed in this Article in sub-section f. Payment of Invoices.

### 3. Conflict of Interest, Ethics and Flow-down Contract Provisions

(a) **Conflict of Interest.** By executing this Agreement, Consultant warrants that the performance of any Services hereunder will not result in an actual or apparent conflict of interest as required by 2 CFR 200.112. Consultant further warrants that s/he will promptly notify Client in writing of any actual or apparent conflict of interest of which s/he becomes aware after the execution of this Agreement. Failure of Consultant to disclose a conflict of interest shall constitute a material breach of this Agreement.

(b) **Ethics.** Consultant agrees to abide by Econometrica's code of business ethics and conduct in which s/he assures that s/he will not solicit or accept gratuities, favors, or anything of monetary value from present or potential contractors, sub-grantees, or regulated entities. The Client's Code of Business Ethics is Attachment E and incorporated herein by reference.

d) **Lobbying Activities Prohibition.** Consultant is subject to the provisions of section 319 of Public Law 101-121, 31 U.S.C. & 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995,



P.L. 104-65 (December 19, 1995).

e) **Clean Air Act** (*41 U.S.C. 7401 et seq.*) and the **Federal Water Pollution Control Act** (*33 U.S.C. 1251 et seq.*), as amended. Consultants must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (*42 USC 7401 et seq*) and the Federal Water Pollution Control Act as amended (*33 USC 1251 et seq.*).

f) **Debarment and Suspension** (*E.O.s 12549 and 12689*) Econometrica, Inc., may not enter any contracting or subcontracting agreement with any parties listed on the GSA's or System for Award Management's (SAM) List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. By signing this Agreement, Consultant certifies that s/he is not Excluded, Debarred or Suspended from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, as set forth at 24 CFR Part 24.

g) **Drug Free Workplace Requirements.** The Drug Free Workplace Act of 1988 (*42 USC 701*) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Consultants are required to comply with this Act and HUD's rules at 24 CFR part 24, subpart F as applicable.

h) **Unauthorized Promotion or Endorsement of Goods or Services.** While providing technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel must neither imply that HUD endorses any product or service produced by non-HUD funding, nor use the name of HUD or any division of HUD to sell any product or service.

#### 4. Copyright

(a) Subject to payment in full and to the terms of this Agreement, Consultant grants to Client a non-exclusive, limited license to distribute the deliverables provided hereunder to HUD in accordance with the terms of the Cooperative Agreement as specified in each Task Assignment.

(b) The Consultant shall provide to Client all materials, data, and work subject to this Section 4(a) upon request of Client but in no event, later than the end of the Consultant's performance of any work authorization by Econometrica, i.e., the end of the term of any authorizing task assignment or termination of this Agreement, whichever occurs first.

#### 5. Trade Secrets and Confidential Data

(a) Consultant shall not use, publish or otherwise disclose the trade secrets of Client, Client's customer, or of whatever party whose trade secrets are in Client's possession. This duty shall exist during the terms of this Agreement and shall continue thereafter unless such trade

secret becomes part of the public domain or it can be demonstrated in writing that the Consultant knew of the trade secret, and its use, prior to disclosure, except the Consultant may use or disclose such trade secrets as required by Client in performance of work authorized under this Agreement. Client shall place Consultant on notice of such trade secrets.

(b) The restrictions of the paragraph immediately above do not apply to information that:

- i. was in the public domain at the time it was disclosed or falls within the public domain, except through breach of this Agreement; and/or
- ii. is or becomes known by Consultant from a source other than Client without breach of this Agreement; or
- iii. was furnished to a third party without similar restriction on the third party's rights; and/or
- iv. to the extent that such disclosure shall be required by law, but only after Client has been notified in writing and has been provided a reasonable opportunity to take appropriate action to protect its legal interest in the information.

(c). Consultant agrees to comply with the Privacy Act of 1974 and HUD rules and regulations issued under the Act in the design, development, and operation of a system of records on individuals. Any person who knowingly or willfully violates the requirements of the Privacy Act is subject to criminal penalties and fines under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. 494, 495 and 1001. In the event of improper use or disclosure of HUD data, the awardee of this Agreement agrees to report the incident to the Client and to cooperate fully with HUD.

## 6. Termination.

(a) *Termination at Will without Cause.* At any time prior to the Term Date or any extension thereof, either party may terminate this Agreement in whole or in part as to all Consulting Services by giving thirty (30) days prior written notice of termination to the other party specifying the effective date of termination and the Consulting Services being terminated. Consultant may continue to perform any Consulting Services not terminated. In the event of termination by the Client at will without cause, Client shall immediately pay Consultant the compensation otherwise payable to Consultant pursuant to this Agreement through the date of such termination.

(b) *Termination for Cause.* Either party hereto may terminate this Agreement at any time and upon not less than ten (10) days written notice of the breach of the other party of this Agreement unless such breach is cured within the period specified in the notice. In the event of termination by the Client for cause, Client shall pay Consultant the compensation otherwise payable to Consultant pursuant to this Agreement through the date of such termination. In the event of termination by the Consultant for cause, Client shall pay Consultant within five business days of the date of such termination all compensation payable to Consultant through the date of such termination.

(c) *Actions Upon Termination.* Upon termination under this Article, Consultant shall forthwith deliver to Client all materials received from Client about Consulting Services.

(d) *Stop-Work Order.* Notwithstanding any other provision hereof, Client may, by notice to Consultant, suspend all or any portion of the Services. Consultant shall stop all such Consulting Services immediately upon receipt of Client's stop-work order and shall promptly resume the Consulting Services after written receipt of direction from Client to proceed.

7. Indemnification.

(a) The Consultant shall defend, indemnify and hold the Client, the Client's subsidiaries, affiliates, directors, officers, agents, and employees harmless against any injury, death, suit, claim, or other loss (the "Loss"), including expenses and actual attorney's fees arising from or about this Agreement or the breach thereof, except to the extent that such Loss was caused by the Client's negligence or willful misconduct. This provision shall survive termination of this Agreement. The Client shall indemnify and hold the Consultant harmless to the extent that such Loss was caused by the Client's negligence or willful misconduct.

8. Miscellaneous.

(a) *Publicity.* Client and Consultant agree to obtain written approval of the other party before making public any release, announcement or other communication regarding this Agreement or the Consulting Services, including all interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, electronic files, and any other physical materials and products produced directly under this award. Consultant hereby consents to inclusion of Client's name and/or HUD in marketing and other materials prepared by Consultant.

(b) *Notices.* All notices under this Agreement shall be sent via certified mail to the parties at their respective addresses set forth below or by an acknowledged electronically transmitted message (*i.e.*, facsimile or email):

Client: Econometrica, Inc.  
7475 Wisconsin Avenue, Suite 1000  
Bethesda, Maryland 20814  
Primary: 301-657-8311  
Fax: 301-657-3140  
[cbaghelai@econometricainc.com](mailto:cbaghelai@econometricainc.com)  
Attn: Cyrus Baghelai, President/CEO

Consultant:  
Consultant POC  
POC title  
Company Name  
Company Address

Phone Number  
Email Address

(c) **Administrative Requirements.** Consultant shall adhere to all applicable federal administrative requirements for cooperative agreements as contained in 24 CFR part 84 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (HUD as the federal awarding agency applies part 84 to for-profits); 2 CFR part 215 (also known as OMB Circular A-110); and OMB Circular A-133 (HUD's audit requirements for commercial/for-profit recipients are covered by A-133);

(d) *Integration; Amendment; Governing Law; Etc.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations or agreements, both written and oral, including any proposals submitted by Consultant. No amendments or modifications to this Agreement shall be effective unless reduced to writing and signed by the Parties hereto. This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives and successors of the parties hereto. The rights and obligations of the parties hereto shall be governed solely by and construed solely in accordance with the laws of the **State of Maryland**. If any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

THE PARTIES HAVE CAUSED THIS AGREEMENT to be executed, by their respective authorized representatives, as of the date first written above.

Signature: \_\_\_\_\_

Cyrus Baghelai, President/CEO

Econometrica, Inc.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Consultant Company Name

Date: \_\_\_\_\_

**ATTACHMENT A**

**TASK ASSIGNMENT (SEPARATE ATTACHMENT, REDACTED)**

**ATTACHMENT B**

**INVOICE TEMPLATE**

**(SEPARATE ATTACHMENT, REDACTED)**

## **ATTACHMENT C**

### **EXPENSE VOUCHER TEMPLATE**

#### **(SEPARATE ATTACHMENT)**

Lodging, meals, and incidental expenses incurred must be billed at or below the allowable limits established by GSA for the current Federal fiscal year. Invoices submitted to Econometrica that include travel expenses must be supported by a travel expense form documenting the costs and dates when costs were incurred along with receipts for these expenses.

Note this form is updated at least annually, in January. As per the travel policy, supporting receipts are required for travel, lodging, and other expenses (including, but not limited to airfare, baggage fees, ground transportation, and parking). Receipts are not required for meal expenses. Econometrica follows government practice of providing a daily Meals and Incidental Expenses (M&IE) allowance.

The Expense Voucher enclosed requires the following certifications:

- a) "I hereby certify that the services reported herein were performed and that this report is a true and accurate description of tasks performed pursuant to the project code cited above".
- b) "I hereby certify that: (1) that the travel costs are at rates and costs that are no higher than the rates and costs that are normally allowed in the organization's regular operations for non-federally sponsored activities; (2) that these rates are no higher than the FTR prescribed by GSA; and (3) that only coach rates are allowable and charged under the subject voucher." Any travel costs that do not comply with these requirements must be accompanied by written approval documentation from the GTR dated prior to the travel.

## **ATTACHMENT D**

### **EXPENSE POLICIES**

Please note that Consultant's travel, lodging, and meals and incidental expenses will be reimbursed separately from consulting fees. A Consultant Invoice template is attached as Attachment B. An Expense Voucher template is attached as Attachment C. Electronic copies of either of these documents are available upon request from the Task Assignment Project Manager.

Consultant must adhere to the pertinent Federal Travel Regulation (FTR). The FTR is the regulation contained in 41 Code of Federal Regulations (CFR), Chapters 300 through 304, which implements travel policies for travel by federal civilian employees and others authorized to travel at government expense. The FTR is available online in its entirety at <http://www.gsa.gov/portal/content/104790>.

Additionally, Consultant must follow 48 CFR, Subchapter E – General Contracting Requirements, Part 31 – Contract Cost Principles and Procedures, Subpart 31.2 – Contracts with Commercial Organizations, Section 31.205-46 – Travel Costs, which is available to be reviewed here: <http://www.gpo.gov/fdsys/granule/CFR-1999-title48-vol1/CFR-1999-title48-vol1-sec31-205-46>.

#### **Receipts**

Receipts for all expenses—including but not limited to airfare, baggage fees, lodging, ground transportation, and parking—must be submitted to receive reimbursement. Please scan these documents and send them with your expense report as a PDF.

Receipts for meals and incidental expenses are not necessary. Econometrica follows government practice of providing a daily Meals and Incidental Expenses (M&IE) allowance. Maximum daily allowable reimbursement for M&IE can be found at <http://www.gsa.gov/portal/content/104877>.

See Lodging and M&IE Section below for more information.

#### **Travel**

Transportation and travel costs cannot exceed the FTR rates, unless preapproved by the HUD Cooperative Agreement Officer.

#### **Air Travel**

With respect to airfare, the CFR dictates that we purchase the lowest available fare “except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolonged travel, result in an increased cost that would offset transportation savings, or is not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements.”<sup>1</sup>

You may purchase refundable fares; however, Econometrica can only reimburse for the lowest available coach airfare. Any desired upgrades (e.g., preferential seats, early check-in) are not

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<sup>1</sup> 48 CFR 31.205-46 – Travel costs (b).



reimbursable expenses. You will be reimbursed for baggage fees, *limited to one bag each way*, if incurred.

The maximum air travel hours allowable for billing are limited to 4 hours each direction for a round-trip flight or 8 hours' total. Additional hours billed need to be "working" hours for prep time, materials review, etc.

### **Layovers and Travel Delays**

Extended time spent waiting in the airport, train station, etc., is not considered compensable travel time because the federal government believes that you are free to use the time for your own purposes (e.g., working on other business, making online purchases). However, if you were working on a report, preparing training materials, etc., you may bill that time to the hours allotted for your assignment.

### **Luggage**

With respect to luggage, consultants should only travel with one checked luggage item. If consultants travel with multiple luggage items, Econometrica will only reimburse for one item, which cannot exceed the cost of \$50 each way.

### **Lodging and M&IE**

#### *Federal Per Diem Rates*

Please stay within the U.S. General Services Administration's (GSA) published and regulated per diem rates. The per diem rate for an area is two allowances: the lodging allowance and the M&IE allowance. These rates are set by fiscal year, effective October 1 of each year, and are the maximum reimbursable allowances for expenses incurred while on official travel.

The established per diem rates are under two categories: Non-Standard Areas (NSAs) Per Diem Rate and Standard Continental United States (CONUS) Per Diem Rate.

#### *NSA Per Diem Rate*

NSAs are frequently traveled by the federal community and are reviewed on an annual basis using contractor-provided data. These rates are generally higher than the Standard CONUS Per Diem Rate. The rates for NSAs are specifically listed in the Per Diem Rates Look-Up Tool, which is accessible at <http://www.gsa.gov/perdiem>.

Even though some cities are listed for your lookup convenience, not all cities can or will be listed. If the city you will be working in is listed, use the rate for the city. If the city is not listed but the county is, then use the rate for the county.

Please contact your Econometrica PM with any questions.

#### *Standard CONUS Per Diem Rate*

If neither the city nor the county you will be working in is listed in the Per Diem Rates Look-Up Tool, the Standard CONUS Per Diem Rate applies.

The Standard CONUS Per Diem Rate covers most of the CONUS area (approximately 2,600

counties). The Standard CONUS locations are less frequently traveled by the federal community and are not specifically listed on their website in the Per Diem Rates Look-Up Tool. Please contact your Econometrica PM with any questions.

### **Lodging**

Some lodging facilities offer a “government contractor” rate within the per diem, while others offer various discounted rates that meet the per diem requirement. If you encounter difficulties finding available lodging within the per diem, please let the Econometrica PM know in advance and he or she will assist you. If you choose a more expensive lodging option as a matter of preference and wish to pay the difference (i.e., the cost difference between the allowable federal per diem and the actual lodging room rate plus taxes), that is permissible; however, the calculation of such differences must account for associated taxes/fees, as well as the lodging rates.

### **Privately Owned Vehicle (POV) Mileage**

Current information on POV mileage rates from the GSA can be found at [www.gsa.gov/mileage](http://www.gsa.gov/mileage).

### **Other**

Items such as rental cars, hotel and transportation taxes, public transit, and parking are separate expenses and reimbursable if submitted and documented appropriately with an expense report. Please save all receipts and submit them with your expense report as a scanned PDF. If you have any questions about reimbursable expenses, please contact your PM and courtesy copy [HCDAdmin@EconometricaInc.com](mailto:HCDAdmin@EconometricaInc.com).

**ATTACHMENT E**

**BUSINESS CODE OF ETHICS**

**(REDACTED)**