



**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT COMPANY**

REQUEST FOR PROPOSALS

RFP#2016-11

FOR

CONSTRUCTION MANAGEMENT SERVICES

**Due
March 21, 2016
2:00 P.M.**

**To: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219**

**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION**

**Request for Proposals for
Construction Management Services**

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SECTION I INTRODUCTION

Allies & Ross Management Corporation (:ARMDC"), a non-profit corporation and an instrumentality of the Housing Authority of the City of Pittsburgh ("HACP") hereby requests proposals from qualified firms to perform Construction Management Services (hereinafter, "CM Services"). A more detailed scope of services is provided in Section II of this Request for Proposals ("RFP").

Pursuant to HUD PIH 2007-15, HACP selected ARMDC to assist in transforming public housing in the City of Pittsburgh by working cooperatively with United States Department of Housing and Urban Development ("HUD"), the Pennsylvania Housing Finance Agency ("PHFA") and other entities to achieve HACP's revitalization objectives.

Over the next several years, ARMDC's mission is to redevelop public housing communities into mixed-income communities utilizing the mixed-finance development approach. ARMDC will serve as developer on all such redevelopment activities including the development of the Northview Midrise, Scattered Site units, Rental Assistance Demonstration Rehabilitation and other redevelopment work. As part of this process, ARMDC will work with the selected Construction Management Firm(s) during planning/ design process and construction.

The United States Department of Housing and Urban Development Department ("HUD") provides the funding for the services and therefore all services performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements.

In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations and the Allegheny County and the City of Pittsburgh's Building Code and other requirements.

ARMDC may award multiple professional service contracts whereby ARMDC will authorize the selected professionals, during a stated time period, to perform the CM Services on an as-needed basis through the use of Task Orders. **Attachment A** – Professional Services Contract is the professional service contract that will be used through this solicitation process.

ARMDC may request proposals from qualified CM Firm(s) to provide support services for up to three (3) years. The successful proposer(s) will be employed to provide multidiscipline services to ARMDC for projects involving every aspect of development operations.

The services of the successful proposer(s) will be utilized on an "as-needed" Task Order basis to carry out specific assignments related to CM Services.

ARMCD intends to award multiple contracts under this solicitation, although an amount and/or specific number of Task Orders to be placed under any subsequently awarded contract is not guaranteed, there is a guaranteed minimum of each contract. This minimum is \$7,500.00.

Proposer(s) will be evaluated based on the Proposals and selection criteria listed in the Request for Proposal which includes items such as their capacity to effectively and efficiently undertake concurrent assignments and the proposer(s) capability of a timely response to ARMDC requests for services at all times during the term of their contract.

The proposal is for a CM at Risk. The CM will be required to complete all Tasks at a pre-negotiated Guaranteed Maximum Price. Each tasks assigned to the CM(s), unless specifically exempted, will have a specific scope of services, time schedule, assigned ARMDC representative, and a work budget established prior to the commencement of work.

Any Task Order issued under this contract may include the design and/or construction of a project including CM services. Therefore, the work required may include, but is not limited to pre-design services, demolition services, construction services, and any additional services that may be required and are adequate and necessary to complete the prescribed Task Order. HACP reserves the right to issue a Task Order limited to a single item of work or involve multiple services.

ARMDC is contemplating the award of multiple contracts (see **Attachment A**) through this solicitation process. Each Offeror must review the professional services contracts included as **Attachment A** and the General Contract Conditions Non-Construction (HUD 5370-C) included at **Attachment B**. Each Offeror must sign the professional service contract and return it to ARMDC as a part of its proposal. By signing a professional services contract, if ARMDC accepts and signs the Agreement, the Agreement shall be binding on both parties.

Any questions regarding this Request for Proposals should be in writing and directed to:

Allies & Ross Management and Development Corporation
Attn: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5115, Option 1
kim.detrick@hacp.org

or

Allies & Ross Management and Development Corporation
Attn: Terri Lee
Senior Project Manager
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5020, Ext, 6006

terri.lee@hacp.org

Following are the Key Dates associated with this Request for Proposals:

Wednesday, March 2, 2016 at 2:00 p.m.

Pre-Submission Conference at: Pre-Submission Conference at:
200 Ross Street, 9th Floor
Pittsburgh, PA 15219

Wednesday, March 9, 2016, at 2:00 p.m.

Deadline for Submission of Written Questions
Fax: 412-456-5007
E-Mail: kim.detrick@hacp.org

Monday, March 21, 2016 at 2:00 p.m.

Deadline for submission of Proposals to:
Allies & Ross Management
And Development Corporation
Attn: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219

SECTION II SCOPE OF SERVICES

The services required in any Task Order issued under a Contract resulting from this RFP may include, but not be limited to, any or all of the following services:

1) General CM Services

- a. The CM shall furnish the skills necessary to perform all services in the most expeditious and economical manner consistent with interest of ARMDC and HUD. **The services will be performed as a CM at Risk contract in that 15% of the CM's profit will be set aside to be applied against any change order on an assigned project until said amount is exhausted.**
- b. Within 15 days after the issuance of a notice to proceed for a task order by ARMDC, the CM shall develop and submit to ARMDC a detailed preliminary management plan to accomplish services set forth in the task order. This plan shall accomplish services set forth in the task order. This plan which shall be developed in collaboration with ARMDC which consists of an overall management strategy which will provide administrative control for the entire project from program development to final completion of construction. A finalized plan developed in collaboration with the A/E, as well as ARMDC shall be submitted for approval 30 days after the approval of the Preliminary Plan and shall include the following elements:
- c. The CM shall keep accurate and detailed written records of progress during all stages of the Project. The CM shall maintain frequent contacts by telephone, site visits, meeting, etc, with all parties involved with the Project and submit weekly written progress reports to ARMDC, including but not limited to, information concerning the work of the contractor(s) and sub-contractor(s), percentage of completion, number and amount of modifications, claims, analysis of actual performance with planned performance. The CM shall prepare monthly updates reflecting actual progress of the projects.
- d. The CM will be required to complete all Tasks at a pre-negotiated Guaranteed Maximum Price. Each tasks assigned to the CM(s), unless specifically exempted, will have a specific scope of work, time schedule, assigned ARMDC representative, and a work budget established prior to the commencement of work.
- e. The CM shall ensure that all design and implementation of the work complies with Federal, State, Local laws, rules and regulations especially compliance with Building Code requirements.

2) Procurement Phase for Construction Work

- a. The CM shall perform due diligence review(s) of all design documents including Constructibility reviews (Specifications and Drawings) to ensure Building Code Compliance and avoid or minimize any possible change order on any assigned project.

- b. The CM shall carry out an active program to stimulate interest of Contractors in bidding on ARMDC Work with special emphasis on participation by Minority, Women Owned and Disadvantaged Businesses, including Section 3 requirements.
- c. The CM shall participate with A/E and ARMDC in pre-bid conferences with prospective bidders for the construction contract(s).
- d. The CM shall review all bids, bidder Proposals and financial reports and provide recommendations to ARMDC and HUD regarding award of the construction contract(s).

3) Construction Phase CM Services

- a. It shall be noted that the Construction of any Project could be provided by ARMDC staff, an ARMDC contractor, or the CM. Should the CM be required to provide Construction for any Project, the Task Order will fully define that work.
- b. The CM shall manage the General, Mechanical, Electrical and Plumbing contractors and their subs on site on a day to day basis and coordinate and provide general direction of the Work and progress of the construction contractors on the project.
- c. The CM will be responsible for delivering the Project to ARMDC at a line item Guaranteed Maximum Price (GMP) per Task Order RFP requirement. Therefore, the CM shall have control and charge of the construction contractor's construction, means, methods, and techniques; contractor's compliance with safety requirements; and for acts or omissions of the contract(s) or subcontractors, agents or employees, or any other person performing any of the construction work. The CM shall immediately notify the Contractor(s) and ARMDC, whenever contractor's work, means, methods, techniques do not comply with contract requirements. The CM shall be responsible for diligently pursuing contractor(s) to rectify those items (their) work, which do not comply with contract requirements.
- d. A detailed Critical Path Method (CPM) schedule shall be prepared by the CM on the basis of the planning, scheduling and activity cost information provided by the contractors. The critical path, milestones, interfaces between separate contracts and trade responsibility for each activity shall be clearly identified in the Schedule as well as shop drawings and sample activities (preparation, submittal, review, approval, disapproval and resubmitted dates). The detailed cost and manpower loaded CPM schedule to be agreed upon by all construction contractors. The final detailed CPM schedule will be computerized by the CM in a form and format approved by ARMDC. This document, as updated regularly, will thereafter be utilized for a variety of management purposes. Each respondent shall submit a sample CPM for a project it has managed for ARMDC or another entity within the past one-(1) year.
- e. The CM shall generate monthly computer updates using the actual start dates, percentage of completion, and actual completion dates for all activities.
- f. The CM shall provide ARMDC with a written analysis of each contractor's performance in comparison to the approved schedule during the previous reporting period. This analysis shall include the CM's determination of adequacy of the

contractor's personnel and equipment and recommended corrective action as required.

- g. The CM shall maintain competent administrative and inspection staff for each Task Order. Administrative services shall included, but not be limited to the following, as required by each Task Order.
- h. The CM shall maintain a competent inspection staff. Inspection services shall include, but not be limited to:
 - i. Inspect the work of the construction contractor(s) as it is being performed until the final completion and acceptance of the project by ARMDC to assure that the materials furnished and work performed are in accordance with the contract drawings and specifications. In the event that clarifications, and/or interpretations, of the meaning or intent of these documents are required, or latent conditions are discovered, or construction deviates from the contract documents, the CM shall notify ARMDC in writing within twenty-four (24) hours of each occurrence and make recommendations to ARMDC. No directives shall be issued by CM to the construction contractor(s) except to proceed in accordance with the contract requirements. The CM shall immediately notify the contractor that such work is rejected and then diligently pursue the Contractor(s) correction of the work.
 - ii. Determine each Contractor's substantial completion of its Work.
 - iii. Perform the final inspections and prepare a list of incomplete or unacceptable work and estimate the monetary value of any such work when so requested by ARMDC. Take action to have discrepancies and deficiencies corrected to the satisfaction of ARMDC.
 - iv. Secure and transmit contractors' guarantees, waivers, affidavits, releases and bond.
 - v. Certify at the time of completion that the property involved complies in all respects to the drawings and specifications and any amendments thereto and is ready for occupancy.
- i. Prior to commencement of construction work the CM shall prepare and submit to ARMDC an organization chart, showing the CM's proposed staff, including subcontractors as may be required. Include a brief resume of each individual. Any subsequent changes shall be subject to the prior written approval of ARMDC.
- j. The CM shall establish procedures for coordinating amount ARMDC, the Contractor(s), and the CM, all aspects of the project and implement such procedures at the direction of ARMDC.
- k. The CM shall schedule and conduct meetings to be attended by the Contractors, representatives of ARMDC, and the A/E to discuss such matters as procedures, progress problems, scheduling, and MBE/WBE participation. The CM shall take, transcribe and distribute to all parties minutes of such meetings. A schedule for these meetings will be established at the start of each Project.

- l. The CM shall revise and refine construction estimates proceeds, and as required to incorporate approved changes to the project as they occur. The CM shall provide timely advice to ARMDC whenever construction costs are tending to exceed the estimated costs.
- m. The CM shall be responsible to ensure that all contractors on an assigned project has produced the required and/or necessary building permits prior to starting any work under the project. or assist ARMDC, A/E and/or Contractor(s) to acquire said permit as required by the Task Order.
- n. The safety programs, as developed by the Contractor(s), shall be reviewed by the CM and, if necessary, make recommendations to ARMDC as to their adequacy. (The performance of such services by the CM shall not relieve the Contractor(s) of their responsibilities for the safety of persons and property, and compliance with all statutes, rules, regulations and orders applicable to the conduct of the work). During construction, monitor compliance by the Contractor(s) with contractual safety requirements; immediately report deficiencies to ARMDC and the Contractor. Cooperate to the extent necessary with officials of other agencies (Federal, City and/or State) who are vested with ARMDC to enforce requirements of the Occupational Safety and Health Act.
- o. The CM will determine and report to ARMDC weekly on the adequacy of the contractor's personnel and equipment and the availability of necessary materials and supplies to maintain the job schedule.
- p. The CM shall maintain records of all design and construction activities in accordance with a system approved by ARMDC.
- q. Should additional professional services be required for the efficient and timely prosecution of and quality control of the construction work. The CM will assist ARMDC in coordinating these services.
- r. The CM shall maintain cost accounting records in accordance with ARMDC's procedures with respect to portions of the work to be performed by change order or otherwise on time and material, unit costs, or similar basis, requiring the keeping of records and computations.
- s. The CM will develop a photographing program to be approved by ARMDC for documenting all phases of the work including before and after photographs. Photographs shall be scheduled and coordinated with the construction work as it progresses.
- t. At Project completion, the CM shall, in collaboration with ARMDC, check out utilities, operational systems and equipment for readiness and assist in initial start-up and testing by Contractor(s). The CM shall collect and distribute warranties, guarantees, operating manuals, keys, etc. In addition to any other warranties in this contract, the CM warrants that the work performed under this contract conforms to the contract requirements (task order) and is free of any defect in equipment, material, or design furnished, or workmanship performed by any subcontractor or supplier at any tier.

- u. In the event any claim is made or any action brought in any way relating to the design or construction of the project or contractor's default, the CM shall diligently render any and all assistance which ARMDC may require, including expert witness testimony, preparation of written reports and recommendations with supporting information necessary to resolve disputes or problems brought about by contractor default. Such services shall be rendered by the CM as additional fee, only if the claim services extend beyond six(s) months after substantial completion of construction work. Payment for those services of such personnel shall be in accordance with provision of the CM's Contract.

SECTION III GENERAL REQUIREMENTS & DEFINITIONS

A. General Requirements

An Offeror may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by ARMDC.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information, and ARMDC discovers it thereafter, then ARMDC could terminate the contract.

Each Offeror must be in good standing with ARMDC, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

The Offeror must also be fully licensed and in good standing to perform services in the Commonwealth of Pennsylvania and in the City of Pittsburgh.

B. Definitions

“CM” means Construction Manager

“Good Standing” means the CM has performed to ARMDC’s satisfaction by scoring an aggregate average of 3 points on an Evaluation completed by ARMDC on an ARMDC project and is not suspended, debarred or otherwise lawfully excluded from doing business with any Federal, State or municipal entity.

SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment C**. Proposals received without all of the required information may be rejected. **Offerors must submit separately one original plus five (5) copies of their proposal for each category of services described in Section I hereof.** Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter) including contact name and telephone number.
2. Type of Organization: Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's Capacity:
 - (a) Staff resources, office facilities, equipment, etc.
 - (b) Listing of ALL current or completed *Allis & Ross Development Corporation* related projects, the Initial Contract Value, Change Orders, if any, and Final Contract Value. If the project was not completed within budget, please explain the circumstances or justification for the change order(s).
 - (c) Listing of ALL current work & their dollar value(s).
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) Applicable Licenses/Certifications.
 - (c) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Firm's Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the Services requested in this RFP. Describe the types of activities and/or previous undertakings that qualify the Offeror for selection. Include a list of developments or projects in which the Offeror has performed services similar to those described in this Request for Proposals. Such listing shall include at least the following information:

- (1) Name of the contracting entity.
- (2) Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has firsthand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.

- (3) Original and final cost of each project and the amount on change order on each project or contract (if multiple primes were involved on each project).

C. Proposed Staffing and Sub-'CM's' Responsibilities and Proposals

Provide the following information relative to the proposed staffing and sub-'CM's' that will provide services under the contract resulting from this RFP:

- (1) Ensure that the proposed key Staff members are not assigned to the current workload described in Section IV, Part A-3.
- (2) Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
- (3) Description of the Scope of Services for at least three (3) projects on which the Staff and/or sub-'CM' have provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project such as: type of facility, construction contract value, and type of construction activity.
- (4) Description of the intended management of the proposed Staff in order to ensure that the services are being provided in an efficient manner.

D. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors as provided in **Attachment D**.

E. Minority and Women Business Participation

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with ARMDC and City of Pittsburgh's goal of 25% Minority owned and 10% woman owned business participation. Also, complete the table provided in **Attachment E** and include it with your proposal.

F. Section 3 Participation

Provide a written plan that describes ways the Offeror will comply with the ARMDC's Section 3 requirements and assist the HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. A copy of HUD's Section 3 requirements is provided in **Attachment F**.

G. Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal, in the format of Attachment G, including hourly rates only, to complete the Services described in this Request for Proposals and the Offeror's Proposal.

Please use the job titles as provided on the attached, do not substitute job titles.

Proposed hourly rates should include all overhead and appropriate expenses. Profit shall be indicated separately. Escalation should be reflected as a percentage of the base year's fully burdened rates and shown as percentage change that would apply in the third year only. Escalation and profit shall be indicated on the attached **Attachment G Fee Proposal Form**.

Prior to completing the Fee Proposal Form, please review how the Job Titles/Classifications will be weighted as detailed in Section VI (D) below.

H. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in **Attachment H**.

I. Instructions to Offerors Non-Construction

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* attached hereto as **Attachment C**.

J. Execution of Professional Services Contract

Each Offeror must review the Professional Services Contract included as **Attachment A** and the General Contract Conditions Non-Construction (*HUD 5370-C*) included as **Attachment B**. Each Offeror must sign the Professional Services Contract and return it to ARMDC as a part of each proposal. By signing the Professional Services Contract, if ARMDC accepts and signs the Agreement, the Agreement shall be binding on both parties.

SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Proposed Staff: **Maximum 20 points**

Demonstrated successful experience and capability of the proposed staff and sub-'CM''s proposed for this project in providing CM services described in this Request for Proposals.

Capacity: **Maximum 20 points**

Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of ARMDC's goals and objectives as described in this solicitation. Due to the nature of this procurement, capacity will also be evaluated based on the Offeror's ability to be available to provide the resources in an "on-call" and/or "as-requested" manner.

Proposed Fee: **Maximum 20 points**

Proposed hourly rates and level of service are reasonable and appropriate in relation to the CM services requested.

Experience of Firm including Government Agency Work: **Maximum 15 points**

Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Proposals. Demonstrated experience and familiarity in working within a federal and state regulated environment.

MBE/WBE Participation: **Maximum 15 points**

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation: **Maximum 10 points**

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirements and goals related to Section 3.

SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 2 CFR 200.320 (d) (formerly 24 C.F.R. Section 85.36 (d)(3), the Professional Services are being procured for the services described in Section II (Scope of Services) of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **March 4, 2016 at 2:00 p.m. at 200 Ross Street, 9th Floor, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by ARMDC's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

All prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required, thus enabling them to submit Responses.

C. Submission of Proposals and/or Amendments to Proposals; Deadlines

Proposals may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following:

To: Kim Detrick
Allies & Ross Management and development Corporation
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **March 21, 2016 at 2:00 P.M.**, regardless of the selected delivery mechanism.

Proposals will be date-time stamped immediately upon receipt at ARMDC to document their timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

D. Evaluation and Award Process

ARMDC staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. ARMDC may allow Offerors to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

All Proposals determined to be complete and responsive will be provided to an ARMDC Evaluation Committee. ARMDC's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

ARMDC reserves the right to interview selected Offerors, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

ARMDC will perform a responsibility review of the highest-ranked Offeror(s), which shall include reference and financial background checks.

Proposals will be evaluated and ranked in the categories described herein. Only firms whose proposals are determined to be responsive, responsible and in the best interest of the ARMDC will be considered for contract award.

ARMDC will evaluate respondents' fee proposals using the Total Hourly Billing Rates for each of the following Job Title/Classifications weighted as shown:

- Principal - .05
- Project/Construction Manager - .15
- Project Superintendent - .25
- Field Engineer / Construction Inspector - .25
- Estimator - .15
- Scheduler - .15

Respondents must complete the Fee Proposal Form providing rates for each of the **specific Job Titles/Classifications listed above, regardless of the Job Title/Classification used by the respondent firm**. Respondents should also provide rates for other Job Titles/Classifications of their firm that may be utilized during the contract term.

ARMDC shall not be responsible and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts of \$25,000.00 and greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Opportunity Review Commission ("EORC") for approval. Any ARMDC contract of \$50,000.00 or more is subject to approval by the ARMDC Board of Commissioners and the selected firm may be required to appear before the ARMDC Board of Commissioners.

 ("CM").

3. **"CM" Conflicts.** "CM" agrees that neither "CM" nor its employees shall, directly or indirectly, engage in any activity, which would detract from "CM"'s ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. "CM" is charged with the responsibility to promptly disclose to ARMDC any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of ARMDC, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

"CM" may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event "CM" is or becomes aware of a conflict of interest and fails to disclose the conflict to ARMDC; ARMDC may immediately terminate this Agreement pursuant to paragraph 8(ii)(b) hereof.

4. **Compensation.** This contract is a requirements type contract with a minimum value of \$7,500.00. ARMDC agrees to pay "CM" for the Services approved by ARMDC per each Task Order, based on negotiated hours and previously approved hourly rates as set forth in **Exhibit A.** No work or expenses for which an additional cost or fee will be charged by "CM" shall be furnished without the prior written consent of ARMDC.

"CM" shall submit invoices to ARMDC upon completion of each Task Order. These invoices shall include an itemization of the hours expended by "CM" and "CM"'s employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to ARMDC.

Authority shall use its reasonable business efforts to process and pay such invoice within 30 days of its receipt.

5. **Term.** The commencement date for this contract shall be as of the date of this agreement and will continue for two (2) years, with an option to exercise one-year extension to be exercised at ARMDC's discretion, unless sooner terminated as provided herein.

6. **"CM"'s Obligations.** "CM" shall comply with the following:

(a) "CM" shall perform all services described herein utilizing qualified professionals to ensure compliance with Federal, Environmental Protection Agency, HUD, State and Local laws and regulations. "CM" shall perform consistent with the General Conditions attached hereto.

(b) "CM" shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that is applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the "CM" is a non-profit organization incorporated under the laws of the Commonwealth of Pennsylvania, "CM" shall provide a copy of its annual Audit or Review, whichever is required by the Pennsylvania Bureau of Charitable Organizations.

(d) If "CM" is a Sub recipient or pass-through entity, "CM" must comply with applicable regulations pertaining to this Agreement.

7. **Insurance.** "CM" will obtain and maintain the following insurance with insurers reasonably acceptable to ARMDC: (a) workers' compensation insurance at the statutory amount, (b) professional liability insurance with a limit of not less than \$1,000,000 per occurrence, (c) comprehensive general liability including bodily injury \$100,000 each person, \$300,000 each occurrence and property damage \$500,000 each occurrence. ARMDC will be named as an additional insured on all Commercial or Comprehensive General Liability policies. "CM" will deliver to ARMDC certificates evidencing such policies prior to the commencement of the Services, and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against ARMDC.

8. **Termination.**

(i) ARMDC may terminate this Agreement for convenience upon 30 days prior written notice to the other party.

(ii) This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:

- (a) A material breach of this Agreement by "CM";
- (b) "CM" or "CM"'s employees engaging in conduct materially injurious to ARMDC or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;
- (c) "CM"'s continuing refusal to substantially perform the Services;
- (d) "CM" becomes insolvent or makes a general assignment for the benefit of creditors; or
- (e) "CM" files a petition in bankruptcy or such petition is filed against "CM".

ARMDC shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) ARMDC may take over the Services and prosecute the same to completion by contract or otherwise, and "CM" shall be liable for any additional costs incurred by ARMDC. ARMDC may withhold any payments to "CM", for the purpose of set-off or partial payment, as the case may be, of amounts owed to ARMDC by "CM".

9. **Acceptance of the Services.** ARMDC has the right to review and/or require correction of any Services provided by "CM". "CM" shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by ARMDC does not indicate acceptance of Services provided. Further, ARMDC reserves the right at any time to reject or disapprove any Service provided. If "CM" fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, ARMDC may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

10. **Confidential Information.** "CM" agrees that "CM" will not knowingly reveal to a third party or use for "CM"'s own benefit, either during or after the term of this Agreement, without the prior written consent of ARMDC, any confidential information pertaining to the business and affairs of ARMDC, its officers, employees and directors obtained while working with ARMDC except for information clearly established to be in the public record.

11. **Representation and Warranties of "CM".** "CM" hereby represents and warrants to ARMDC that "CM" is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect "CM"'s ability to perform the Services or which would be breached by "CM"'s execution and delivery of this Agreement or by the performance of the Services.

12. **Indemnification.** "CM" agrees to indemnify and hold ARMDC harmless from any and all claims, damages, liabilities, costs and expenses (collectively "Claims") arising out of or in connection with "CM"'s or its employees' performance of the Services or other duties on behalf of ARMDC.

13. **Independent "CM".** "CM" shall perform the Services hereunder as an independent "CM" and not as an agent or employee of the ARMDC. "CM" shall be responsible for paying any and all Federal, state or local taxes arising from the performance of the Services. "CM" agrees to remove any employee from the performance of the Services at the request of ARMDC.

14. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. ARMDC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by "CM" under this Agreement.

15. **Inspections; Work Product.** Pursuant to 24 CFR 85.36(i)(10) and (11), access shall be given by "CM" to ARMDC, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of "CM" which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after ARMDC makes final payment and all other pending matters on which "CM" performed Services are closed.

All work product produced by "CM", including "CM"'s employees, in accordance with this Agreement shall become the sole property of ARMDC in perpetuity. "Work product" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that ARMDC may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to "CM".

16. **Return of ARMDC Property.** Promptly after termination of this Agreement, "CM" shall return and shall cause its employees to return to ARMDC all property of ARMDC then in "CM"'s possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. ARMDC's obligation to make final payment to "CM" following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon "CM"'s compliance with this paragraph.

17. **Third Party Solicitation.** "CM" warrants that "CM" has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

18. **Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, "CM" shall execute and deliver to ARMDC a final release ("**Release**"), in a form acceptable to ARMDC, of all claims against ARMDC by "CM" under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by "CM" in stated amounts set forth therein.

19. **Disputes.** All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by "CM" shall be made in writing and submitted to ARMDC. Within 60 days after receipt of any claim ARMDC shall render a written decision concerning such claim. Unless "CM", within 30 days after receipt of ARMDC's decision, notifies ARMDC in writing that "CM" takes exception to such decision, the decision shall be final and conclusive.

Provided "CM" has (a) given written notice within the time specified in this section 19, (b) excepted "CM"'s claim relating to such decision from the Release and (c) brought suit against ARMDC not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after ARMDC has made a written request to "CM" to submit a final voucher and deliver the Release, whichever is earlier, then ARMDC's decision shall not be final and conclusive, but the dispute shall be determined on the merits only by a state or federal court located in Allegheny County, Pennsylvania.

20. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to ARMDC: ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION
100 Ross Street
Pittsburgh, PA 15219
Attn.: Terri Lee

If to Construction Manager: _____

21. Compliance with Law. "CM" shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of ARMDC and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- | | | |
|-----|---------------------------------|-------------|
| (a) | Non-Debarment Certificate | (Exhibit B) |
| (b) | Certification re: Lobbying | (Exhibit C) |
| (c) | Disclosure of lobbying activity | (Exhibit D) |
| (d) | Conflict of Interest Form | (Exhibit E) |

22. Transfer by "CM". "CM" shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

23. Miscellaneous. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the ARMDC, its successors and assigns.

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES CONTRACT**

ATTEST: ALLIS & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION

By: _____
President & CEO, Caster D. Binion Date

ATTEST: Firm: _____

By: _____
Printed Name: Date

Title: _____

EXHIBIT B - CERTIFICATION OF PROPOSER

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

I, _____,
Hereby Certify on (Name and Title of Authorized Official)

Behalf of _____ that
(Subcontractor)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title of Authorized Official

EXHIBIT D - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if known: Congressional District, if known:		5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime. Congressional District, if known:
6. Federal Department/Agency:		6. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____

not more than \$100,000 for each such failure.	
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Federal Use Only

Authorized for Local Reproduction
Standard Form LLL (1/96)

Authorized for Local Reproduction

Standard Form LLL (1/96)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

RFP #2016-11 (CM SERVICES)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

EXHIBIT E - CONFLICTS OF INTEREST

_____("Contractor") certifies that:

1. No employee, officer, or agent of the Allies & Ross Management and Development Corporation ("ARMDC") participated in the selection, or in the award or administration of the Contractor's Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a ARMDC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with ARMDC.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure nor for one year thereafter shall any officer, agent or employee of ARMDC have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: _____, 2016

By: _____

Name: _____

Title: _____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.
- #### 3. Termination for Convenience and Default
- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
 - (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
 - (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
 - (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 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 commitments under this section 3 clause, and will 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 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 regulations 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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY

I. SMALL BUSINESS PARTICIPATION

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", area any Consultants classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes _____ No _____

If "No", area any Consultants classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: _____

Estimated Dollar Value: _____

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)



U.S. Department of Housing and Urban Development

Los Angeles Field Office, Region IX
611 W. 6th Street, Suite 1100
Los Angeles, CA 90017

HUD
Office of Community Planning and Development

Information Bulletin
Issue No. CPD-2014-02
Date: November 6, 2013

MEMORANDUM FOR: All Consolidated Plan Coordinators

//S//

FROM: William Vasquez, Director, Office of Community Planning and Development, 9DD

SUBJECT: Minority Business Enterprise Contract and Subcontract Activity
Report HUD-2516 and Section 3 Reporting
Due Date: November 30, 2013

The Department of Housing and Urban Development (HUD) is committed to supporting minority business growth and development. By acknowledging our grantees' support of minority business enterprises, we can recognize the importance of a growing number of successful minority entrepreneurs. The Office of Community Planning and Development (CPD) provides data on the amount of minority contracting entered into by grantees to HUD's Office of Small and Disadvantaged Business Utilization (OSDBU). OSDBU consolidates the data on a Department-wide basis for submission to the Minority Business Development Agency of the Department of Commerce. In addition, this information has been valuable to OSDBU when responding to Congressional and interest group inquiries.

I. Minority Business Enterprise (MBE) Reporting

Community Planning and Development activities to be reported include public works, economic development, affordable housing, and special needs assistance. Grantees are required to report contract and subcontract activities of \$10,000 or more on the HUD 2516 form. Contracts/subcontracts of less than \$10,000 may be reported only if it represents a significant portion of the grantee's total contracting activity.

In addition to submitting the HUD 2516 Report, grantees are requested to complete and submit to the Field Office at the end of each fiscal year but no later than December 3 of each year the MBE Summary Report (enclosed). The report must cover contracts executed during the recently completed Federal Fiscal Year (October 1, 2011 – September 30, 2012). This report summarizes the racial/ethnic codes, racial/ethnic categories, contract amount and number of contractors identified in the HUD-2516 form. If there has been no contract activity during the reporting period, please submit a negative summary report.

Grantees are advised to include minority and women owned business contracting activities generated from the Neighborhood Stabilization Program (NSP), American Recovery and Reinvestment Act (ARRA), Community Development Block Grant Recovery Act (CDBG-R), and the Homeless Prevention and Rapid Re-Housing Program (HPRP) in addition to regular contracting activities funded, in whole or in part, with CPD program funds. The 2516 form can be accessed via website <http://hudatwork.hud.gov/po/osdbu/goals.cfm> and should be copied and saved to hard drive. The HUD form 2516 is in excel format to assist grantees in accurate calculations of accomplishments

Please be aware of the following when completing the HUD 2516 form:

Column 7a – Grantees should use applicable CPD program grant numbers only. Some grantees used IDIS project number or other non related project numbers to identify grants.

Column 7b - Grantee should only report the part of the contract amount that reflects CPD funds.

Column 7c - There are only three options to choose from for this category (i.e., education training, new construction and other). The “other” categories include: supply, professional services, rehabilitation, Architectural/ Engineering, and all other activities except construction and educational/training activities.

Grantees are reminded that 24CFR Part 85.36 (e) (1) Contracting with small and minority firms, Women’s business enterprise and labor surplus area firms states that: The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, and affirmative steps shall include:

1. Placing qualified small and minority business enterprises on solicitation lists;
2. Assuring that small and minority businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph e (2) (i) through (v) of this section.

The completed HUD form 2516 and Summary Report should be submitted to the attention of:

Frank.Caballero@hud.gov or

U.S. Department of Housing and Urban Development
Los Angeles Field Office
ATTN: Frank G. Caballero, Senior Financial Analyst,
Office of Community Planning and Development, 9DD
611 W. Sixth Street, Suite 1000
Los Angeles, CA 90017-3127
Phone 1-213-534-2559

II. Section 3. Employment and Business Opportunity for Low Income Persons-Reporting requirements.

Section 3 contract reports are required when a grantee's project exceeds \$200,000. and a prime or subcontract exceeds \$100,000. Both thresholds have to be met for the same project. These requirements are in accordance with 24CFR Part 135.3. Grantees using HUD-2516 form to report Section 3 contract data must also use Part I of form HUD-60002, Section 3 Summary Report, for reporting employment and training opportunities data. The Section 3 Summary Report System is an online system designed to simplify the submission of form HUD-60002.

The web site is <http://www.hud.gov/offices/fheo/section3/section3.cfm>

If you do not have access to the Internet or are using a browser other than Netscape 4.x or higher, then a hardcopy of the completed form HUD-60002 must be submitted to HUD Washington D.C. via FAX to 202-708-1286. If you have questions regarding the submission of the Section 3 Summary Report, please contact Anna Gutierrez, Section 3 Coordinator, Office of Fair Housing and Equal Opportunity at (213) 534-2594.

ATTACHMENT F - Section 3 Clause

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 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 or 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 commitments under this Section 3 clause, and will 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 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 regulations 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. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)



SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:					SPEC or RFP NUMBER:		
JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident
ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:



SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.



SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

Section 3 Participation

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- 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 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 commitments under this section 3 clause, and will 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 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 regulations 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. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Firm Demographics		Total # of American Minorities							
Female	Total Females								
	Foreign								
	Other American Minority								
	Hasidic Jew American								
	Native American								
	Asian American								
	Hispanic American								
	African American								
	White American								
Male	Total Males								
	Foreign								
	Other American Minority								
	Hasidic Jew American								
	Native American								
	Asian American								
	Hispanic American								
	African American								
	White American								
All Employees									
		Partner							
		Associate							
		Professional							
		Secretarial							
		Clerical							
		Other							
		Total							

Explain all Other American Minority:

Be certain that the numbers in this table are accurate and add up correctly.

Fee Proposal

HOURLY BILLING RATES

[illegible]

Grand Total

Title: