



**ALLIES & ROSS MANAGEMENT  
AND  
DEVELOPMENT CORPORATION**

**REQUEST FOR QUALIFICATIONS  
RFQ# 2016-10**

**FOR**

**LOW INCOME HOUSING TAX CREDIT INVESTOR/LIMITED PARTNER  
AND/OR  
NEW MARKETS TAX CREDIT INVESTOR  
AND/OR  
CONSTRUCTION AND/OR PERMANENT LENDER**

**Due**

**Friday, March 11, 2016**

**10:00 A.M.**

**To: Kim Detrick  
Director of Procurement/Contracting Officer  
100 Ross Street, 2<sup>nd</sup> Floor – Suite 200  
Pittsburgh, PA 15219**

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Low Income Housing Tax Credit Investor/ Limited Partner  
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## SECTION I INTRODUCTION

### Executive Summary

Allies & Ross Management and Development Corporation (ARMDC), a nonprofit instrumentality of the Housing Authority City of Pittsburgh (HACP) is seeking qualified firms to respond through this Request for Qualifications (RFQ) to help finance the redevelopment of several potential development sites (the "Projects") during the next five year period across numerous HACP-owned communities. ARMDC is seeking qualifications and proposals from firms wishing to serve in one or more of the following roles and for one or more of the to-be-identified Projects:

- 1) An investor/limited partner for a 4% or 9% Low Income Housing Tax Credit (LIHTC) application and allocation.
- 2) A construction and/or permanent lender for a construction loan.
- 3) A New Markets Tax Credit Investor Allocate for an allocation of 2016 New Market Tax Credits.
- 4) A New Markets Tax Credit Investor for a Qualified Equity Investment (QEI).

Financing for the first potential Project is expected to close in September 2016. Respondents may propose to serve in on, or more, roles. For cost efficiencies, ARMDC strongly prefers the respondent's collaborate as necessary to provide a comprehensive proposal covering all proposed roles. An individual firm can join multiple respondent teams.

The scope of work to be completed will vary depending on the particular redevelopment Project. However to achieve this goal ARMDC plans to redevelop several of HACP's aging housing stock utilizing a redevelopment strategy based on the following two approaches:

- 1) New Construction: To achieve this goal, ARMDC may carry out and implement activities that can include, but not be limited to, the following: acquisition, demolition, site preparation, public infrastructure and new construction of affordable rental housing units. ARMDC plans to accomplish its new construction goals on two scales of development:
  - 1) Large-Scale: approximately 40 or more housing units
  - 2) Small Clusters: approximately six (6) or less housing units
- 1) Rehabilitation: To achieve this goal, ARMDC may carry out and implement activities that can include, but not be limited to, the following: acquisition, public infrastructure, moderate rehabilitation and gut rehabilitation of affordable rental or homeownership housing units. ARMDC plans to accomplish its rehabilitation goals on two scales of development:
  - 1) Large-Scale: approximately 40 or more housing units
  - 2) Small Clusters: approximately six (6) or less housing units

Both of the above categories are intended to achieve these goals through the utilization of a mixed-finance, mixed-income, mixed-use development approaches. The ultimate overall ownership structure of any one Project will generally consist of a limited partnership that will include ARMDC as the sole general partner and a to-be-secured limited equity investor to be secure through this RFQ process.

### **Roles & Responsibilities**

The following is an overview of the current parties that may be involved depending on the level of need in the implementation of any upcoming ARMDC Projects:

- ARMDC will manage the design, development, financing and construction for the Project.
- ARMDC will serve as sole general partner of the limited partnership that will own the Project as a part of a transaction that involves the use of LIHTC's. ARMDC will provide as necessary customary guarantees and assurances regarding the repayment of the construction loan, delivery of LIHTC's and the operation of the Project. In addition, ARMDC may procure a third-party Management Agent to manage a property or manage the property through ARMDC's property management subsidiary.
- ARMDC has completed the procurement of several notable local architectural firms to complete the design specifications and construction administration process for each of the Projects. All of the procured firms have completed numerous distinguished developments, including projects using LIHTC and/or NMTC financing. The selected firm will provide the design and construction administration services for the particular Project.
- ARMDC shall complete the procurement and management of the general contractor and subcontractors separately for each upcoming Project. ARMDC shall complete this process in accordance with procurement regulations set forth by HUD pursuant to 24 Code of Federal Regulations (CFR) Part 905, Subpart F. ARMDC will evaluate each proposed general contractor and subcontractor offeror individually based on HACP procurement standards to select the lowest responsive and responsible bidder for any particular Project.
- Cohen and Grisby, P.C. (Pittsburgh, PA) will provide mixed-finance legal services supporting the real estate transactions, LIHTC/NMTC and other regulatory compliance related to the development and financing.
- For any necessary legal services related to Tax-Exempt Bond debt, ARMDC will that procure legal service in accordance with procurement regulations set forth by HUD pursuant to 24 Code of Federal Regulations (CFR) Part 905, Subpart F. ARMDC will evaluate each proposed legal service offeror individually based on HACP procurement standards to select the lowest responsive and responsible bidder for any particular Project.

- TAG Associates, Inc. (New York, NY) will provide financial advice for the Projects, including, but not limited to, assistance with the development and financing strategy and documentation.

## **Description of Allies & Ross Management and Development Corporation**

### Organizational Overview

It is the HACP mission to be the flagship agency providing property management and real estate development services in the City of Pittsburgh, thereby creating environments that improve the quality of life for HACP customers. HACP services approximately 4,260 housing units either through direct property management or through third party mixed-finance developments. HACP also, provides tenant-based rental assistance to another approximately 5,270 residents throughout the city. In 2007, HACP created its non-profit subsidiary, Allies & Ross Management and Development Corporation, to provide real estate development services assessing the physical viability of HACP properties, developing and implementing strategies to enhance the life cycle, maintenance and livability of HACP properties while generating income to support future development activities. 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 Department (HUD), the Pennsylvania Housing Finance Agency (PHFA) and other entities to achieve HACP's revitalization objectives.

A six-member Board of Commissioners appointed by the Mayor of Pittsburgh governs HACP. A five-member Board of Directors governs ARMDC. Members of both Boards perform their respective roles without financial compensation.

### Development Experience

Since its creation in 2007, ARMDC has gained significant affordable housing development experience which will play a role into its role as a sponsor of the project. ARMDC has participated in a membership role to the general partner of a limited partnership in previous real estate developments. In this role, ARMDC has utilized Low Income Housing Tax Credits, tax exempt bond debt, HOPE VI funds, conventional loans and state and local resources for building affordable housing. Additionally, ARMDC has gained significant experience in managing the design, construction finance and community involvement of large projects.

During the past five years, ARMDC, along with its private development partners, have completed several projects that have helped transform communities across the city. Recent notable projects include the following:

#### **Garfield Phase IV:**

The Garfield Phase IV development included the new construction of 50 units, with a mix of two to four bedroom styles. Twenty-six (26) units have been set aside as public housing units including six fully accessible units. Of the remaining 24 units, 14 are set aside at 60% area median income and 10 units are set aside as market rate. The total development cost was approximately \$19.4 million. The Owner Entity was a limited partnership consisting of HACP

along with ARMDC (provider of the construction and permanent financing and whose affiliated entity is a member of the General Partner), Keith B. Key Enterprises, LLC (the Co-Developer, procured by ARMDC to be Co-Developer), Addison Terrace Phase 2 General Partner, LLC (General Partner of the owner entity whose members are an affiliate of ARMDC and an affiliate of Keith B. Key Enterprises, LLC) and PNC Bank National Association (the tax credit investor, investment limited partner of the owner entity). PHFA served as the bridge loan lender. Construction was completed in March 2013.

#### **Skyline Terrace 1:**

The former Addison Terrace was a 734 unit public housing community owned and managed by HACP. Skyline Terrace Phase 1 was completed in June 2015 and includes 186 units, with a mix of one to four bedroom styles. One hundred thirty-one (131) units have been set aside as LIHTC units including 20 fully accessible units. Of the remaining 55 units, 37 have been set aside at 60%-80% area median income and 18 units are market rate housing. Total development cost of Phase 1 was approximately \$56.9 million. Units in this phase include duplex, triplex and quadplex buildings with separate entrances for all units. Residents will have access to a 7,000 square foot community center building which was constructed as a part of the development project. The goal of this project was to reintegrate the Addison Terrace public housing site with the rest of the community. The Owner Entity was a limited partnership consisting of HACP along with ARMDC (provider of the construction and permanent financing and whose affiliated entity is a member of the General Partner), Keith B. Key Enterprises, LLC (the Co-Developer, procured by ARMDC to be Co-Developer), Addison Terrace Phase 2 General Partner, LLC (General Partner of the owner entity whose members are an affiliate of ARMDC and an affiliate of Keith B. Key Enterprises, LLC) and PNC Bank National Association (the tax credit investor, investment limited partner of the owner entity and bridge loan lender).

Additionally, ARMDC is actively partnering with private developers to complete several current and future large scale developments. Those projects are as follows:

#### **Addison Phase 2:**

The Addison Phase 2 project is the second of four phases of 400 mixed-income units that will redevelop the Addison Terrace public housing community in the City of Pittsburgh. Addison Terrace Phase 2 will be a family community and will consist of 90 units including 64 LIHTC units and 26 market rate units. The site will consist of 36 one and two story townhomes, as well as 54 units contained in a four story elevator building. Ten (10) units will be fully accessible units and two units will be designated hearing/vision impaired. The Owner Entity will be a limited partnership consisting of HACP along with ARMDC (provider of the construction and permanent financing and whose affiliated entity is a member of the General Partner), Keith B. Key Enterprises, LLC (the Co-Developer, procured by ARMDC to be Co-Developer), Addison Terrace Phase 2 General Partner, LLC (General Partner of the owner entity whose members are an affiliate of ARMDC and an affiliate of Keith B. Key Enterprises, LLC) and PNC Bank National Association (the tax credit investor, investment limited partner of the owner entity and bridge loan lender). Construction will commence in the first quarter of 2016.

#### **Addison Phase 3:**

Addison Phase 3 will be completed on approximately 70 contiguous lots to be acquired from the City of Pittsburgh, located approximately 4 blocks east of Phases 1 and 2. The development will complete construction in January 2017, and will include the new construction of 52 units. The newly constructed units will include one and two bedroom flats/garden style apartments, two and three bedroom two story townhomes, and three bedroom two story townhomes. The Owner Entity will be a limited partnership consisting of HACP along with ARMDC (provider of the construction and permanent financing and whose affiliated entity is a member of the General Partner), Keith B. Key Enterprises, LLC (the Co-Developer, procured by ARMDC to be Co-Developer), Addison Terrace Phase 3 General Partner, LLC (General Partner of the owner entity whose members are an affiliate of ARMDC and an affiliate of Keith B. Key Enterprises, LLC) and PNC Bank National Association (the tax credit investor, investment limited partner of the owner entity and bridge loan lender). Construction will commence in the third quarter of 2016.

#### Larimer Phase I:

In June 2014, HACP successfully won a Choice Neighborhoods Implementation Grant (CNIG) from HUD in the amount of \$30 million, part of which will support the Larimer/East Liberty CNIG housing plan. The goal of the development team, ARMDC and McCormack Baron Salazar, is to transform a key entrance to the Larimer neighborhood, and replace a distressed public housing project in the neighborhood with a mixed income community. As a part of Phase I, 18 buildings will be constructed that will include a total of 85 units. Four of the units will be live/work units available to residential households, businesses, or both. Thirteen (13) of the units will be fully accessible. A building located at the southwest corner of Larimer Avenue and East Liberty Boulevard will include an on-site management office, community room and a fitness center. The total development cost for the project is approximately \$36 million. Construction commenced in September 2015.

The Owner Entity is a limited partnership consisting of HACP along with ARMDC (provider of the construction and permanent financing and whose affiliated entity is a member of the General Partner), McCormack Baron Salazar (the Co-Developer, procured by ARMDC to be Co-Developer), Larimer/East Liberty Phase I, Inc. (General Partner of the owner entity whose members are an affiliate of ARMDC and an affiliate of McCormack Baron Salazar) and Huntington Bank (the tax credit investor, investment limited partner of the owner entity and bridge loan lender). Construction commenced in the third quarter of 2015.

#### Allegheny Dwellings:

The Allegheny Dwellings project is currently in the predevelopment planning phase. Site and neighborhood planning along with community and resident engagement are informing the overall redevelopment plan at three sites in Pittsburgh's Fineview, Brighton Heights and Perry Hilltop neighborhoods. The preliminary plan recommends the first phase of the development, Allegheny Dwellings, to consist of the demolition of existing barrack-style public housing to be replaced with townhomes and midrise apartments that will be available to households of diverse economic levels. The second phase of the development, Charles Street Gateway, will be the new construction of rental units consisting of a mix of apartments, townhomes and mixed use buildings. Additionally, this phase of the development will be complemented by several retail and community spaces that will be accessible to the broader communities of the Northside. The final phase of development, Perry Hilltop, is suggested to occur in the neighborhood with the

same name, and consist of a mixture of single family detached and stacked flat homes for families, apartments for young professional and mixed use buildings with apartments above ground level retail spaces.

The Owner Entity will be a to-be-formed limited partnership consisting of ARMDC (provider of a potential construction and permanent financing and whose affiliated entity will be a member of the General Partner), Trek Development (the Co-Developer, procured by ARMDC to be Co-Developer), to-be-created limited liability corporation (General Partner of the owner entity whose members will be an affiliate of ARMDC and an affiliate of Trek Development) and a to-be-secured tax credit investor (investment limited partner of the owner entity and possible bridge loan lender). Construction if the initial phase is projected to commence in the fourth quarter of 2016.

### Property Management

HACP has been managing properties since its inception in 1941. Currently, HACP directly manages 1,852 low-income public housing units in its portfolio.

For the initial Project, ARMDC is actively seeking a third-party consulting firm to provide property management agent services. It is anticipated that this firm will ensure that the Project property will be well maintained, provide safe and sanitary living conditions, perform necessary repairs, and address any tenant issues. In addition, it is expected that the property management agent will manage the Project in compliance with all appropriate funding regulations. The third-party management agent will perform services for a to-be-determined period. During that period, ARMDC's property management subsidiary will obtain the capacity necessary to assume property management responsibility at the end of the initial two-year period.

### Financial Strength

ARMDC considers itself to have substantial financial strength; however it also has access to the significant financial capacity of HACP. In Fiscal Year ending December 31, 2014, ARMDC had total assets of approximately \$61.5 million. As a result of ARMDC's relatively recent creation and entrance into the real estate and property management market, ARMDC will rely on the capacity of HACP to enhance its financial strength. For fiscal year ending December 31, 2014, HACP had total operating revenues of \$342 million.

The 2014 audit for HACP is available upon request specifically for responses to this RFQ.

#### 1) Ownership Structure

On, or around September 2016, ARMDC intends to cause a financial closing of its first Project. At that time, construction will commence and the property will be conveyed to a to-be-established limited partnership of which ARMDC will be the sole general partner. HACP will enter into a 99-year ground lease with the ownership entity upon closing.

#### 2) Capital Structure



### Permanent Funding

Permanent funding capacity for any particular Project will be based on the appropriate net operating income, a minimum debt coverage ratio of 1.20 and the applicable AFR interest rate at the time of the financial closing of that Project.

For the limited equity, ARMDC will assume pricing at the appropriate competitive rate that can be guaranteed in the market place at the time of the underwriting of the Project. Successful respondents to this RFQ will be encouraged to propose the highest and best price they can offer for a particular Project. Pricing will be considered a major factor in the evaluation process. To the extent a different price is proposed other than the price suggested for a particular Project, please assume the amount of any potential loan funds will adjust accordingly to make the sources and uses balance.

### Construction Funding

During the construction period for any particular Project, ARMDC anticipates borrowing construction loan funds. In estimating the size of the construction loan, ARMDC will potentially make two primary assumptions. First, ARMDC will likely assumed Cost Certifications and 100% of the reserve deposits (excluding lease-up and initial operating funds) are funded after construction completion or construction loan repayment. Second, ARMDC will likely assume 15% of any LIHTC equity will be paid in at the start of construction, 35% at completion of construction, 40% at stabilization and conversion to permanent financing, and 10% at receipt of the 8609s and tax returns delivering the credits. Respondents are welcome to propose alternate scenarios with higher equity pay-ins during construction and lower construction loan amounts if that provides a more feasible or cost effective solution.

## 3) Operating Budget

### Operating Revenues

Potentially, any given Project will include the provision of either Project-Based Rental Assistance (PBRA) or Project-Based Voucher (PBV)/Section 8 subsidy to be delivered by HACP. The proforma rents for any particular Project will be based on the appropriate level of Fair Market Rent (FMR) of the applicable, PBV/Section 8 payment standard.

### Operating Expenses

Operating expenses for the rehabilitation Projects will be derived from historical data, but will be adjusted to consider the costs upon completion of the rehabilitation scope of work. Operating expenses for new construction Projects will be derived from recently completed new construction precedents with similar design, scale and site layout. It is anticipated that operating expenses may be somewhat higher for ARMDC Projects due to the need to provide adequate security services and social services for the residents of each Project community.

## 4) Project Schedule

ARMDC will establish individual development schedules based on deadlines associated with federal, state and local funding source guidelines. ARMDC expects the successful offeror(s) to this RFQ shall aid in the completion of the Project schedule. All dates are subject to change.

ARMDC seeks qualifications from firms qualified to provide LIHTC and or NMTC and/or Construction and/or Permanent Lending services and is contemplating the award of three-(3) professional service contract for a period of three (3) years with two (2), one (1) year extension options (at ARMDC's discretion), whereby ARMDC will authorize the selected firms, during a stated time period and for the services ARMDC it requires, to perform the Services on an as-needed basis through the use of Task Orders. **Attachment A** – Professional Services Contract is the form of contract that will be used through this solicitation process.

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

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

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

**Tuesday, March 1, 2016 @ 11:00 A.M.**

**Pre-Submission Conference**

200 Ross Street, 9<sup>th</sup> Floor Boardroom  
Pittsburgh, PA 15219

**Friday, March 4, 2016 @ 10:00 AM**

**Deadline for Submission of Questions**

**Friday March 11, 2016 @ 10:00 A.M.**

**Deadline for Submission of Qualifications**

Allies & Ross Management and  
Development Corporation  
Attn: Kim Detrick  
Director of Procurement/Contracting Officer  
100 Ross Street, 2<sup>nd</sup> Floor  
Pittsburgh, PA 15219

## **SECTION II**

### **SCOPE OF INVESTOR AND LENDER PARTICIPATION**

Once a professional services contract has been established between the parties and when ARMDC identifies a need, ARMDC will prepare a scope of services, independent cost estimate of services and request a Task Order Proposal from the firm. The firm will submit a Task Order Fee Proposal usually within 30 calendar days as prescribed by ARMDC depending on the complexity of the scope of services. ARMDC reviews and negotiates the Task Order Fee proposal (based on the original hourly rates established in the contract) and comes to an agreement with the firm, at which time the Contracting Officer will sign and issue a written Task Order Notice to Proceed.

The LIHTC and/or NMTC Investor and Construction Lender participation will include, but are not limited to, the following:

1) Tax Credit Investor

A tax credit investor will be required to develop a partnership agreement, purchase option and right of first refusal, and other ancillary agreements to govern the operation of the proposed partnerships and investment of the investor's capital contributions. The investor(s) will work in conjunction with ARMDC and its legal and financial advisors in doing so, and will assist in providing review and comment on other parts of the overall financing. The tax credit investor will coordinate with its own counsel in preparing the tax opinion for the transaction, which will be paid for by the tax credit investor. The tax credit investor shall share third-party reports with the lender(s) to streamline due diligence and minimize related costs.

2) Lender

A lender providing construction and/or permanent financing will have the following responsibilities, without limitation:

- Working in conjunction with ARMDC's financial advisor, advise and assist ARMDC in formulating and executing a debt financing plan that best accomplished the purposes of the financing at the lowest possible upfront and ongoing cost and most favorable terms for the borrower.
- Assist lender's counsel in preparing documentation for the financing.
- Assist ARMDC in preparing materials necessary for HUD review and approval.
- Share third party reports with the tax credit investor(s) to streamline due diligence and minimize related costs.

### **SECTION III 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. In the event the selected firm fails to disclose such information and ARMDC discovers it thereafter, this shall constitute grounds for termination of 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.

## SECTION IV

### CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the **General Contract Conditions, Non-Construction (HUD 5370C) and Supplemental General Conditions** provided in **Attachment B** and **Instructions to Offerors (HUD 5369B)** provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive and rejected. Offerors must submit one (1) original plus five (5) paper copies of their Proposal and one (1) electronic copy in .PDF format on a CD or flash drive. **In a separate sealed envelope** submit one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal. Proposals received without all of the required information may be deemed non-responsive. 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)
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 including staff resources, especially the number of analysts, office facilities, equipment, etc.
4. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) 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. Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the requested services. Include a sample of similar Market Analysis work product and a list of projects in which the Offeror has performed the following services:

1. Low Income Housing Tax Credit investor or syndicator
2. New Market Tax Credits investor
3. Construction and/or Permanent lender

Such listing shall include at least the following information.

1. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand 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.

**C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications**

Provide the following information relative to the proposed staffing and sub-consultants for this contact:

1. 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 Qualifications.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Qualifications. Please include the individual's role in each project and all relevant aspects of each project.

**D. Methodology**

Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this Request for Qualifications. Availability: Describe the availability of the Staff proposed and the turnaround time for each request to be made by ARMDC.

**E. Certifications and Representations of Offerors**

Each Offeror must complete the Certifications and Representations of Offerors – Non-Construction (HUD 5369-C) provided in **Attachment D**.

**F. Minority and Women Business Participation**

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with ARMDC, HACP, and City of Pittsburgh's goals of 25% Minority-owned Business Enterprise and 10% Woman-owned Business Enterprise participation. Also, complete the table provided in **Attachment E** and include with your submission.

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact Ms. Danielle Davis, MBE/WBE Compliance Specialist, by e-mail at [danielle.davis@hacp.org](mailto:danielle.davis@hacp.org) or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, and telephone (412) 456-5000, ext. 8506.

**G. Section 3 Participation**

Provide a written plan that describes ways the Offeror will assist ARMDC/HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. Also, refer to the Section 3 Clause and complete the form provided in **Attachment F** and include with your proposal. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Section 3 Coordinator, by e-mail at [lloyd.wilson@hacp.org](mailto:lloyd.wilson@hacp.org) or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 395-3950, ext. 1048

**H. Firm Demographics**

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

**I. 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) and Supplemental General Conditions included **Attachment B**. Each Offeror must sign the Professional Services Contract and return it to ARMDC as a part of its proposal. By signing this Professional Services Contract, if ARMDC accepts and signs the Professional Services Contract, the Professional Services Contract shall be binding on both parties.

**J. TIN/W-9 Form**

Complete a W-9 Request for Tax Payer Identification Number and Certification, as provided in **Attachment H**.

**K. MBE/WBE Letter of Intent**

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in **Attachment I**.

## SECTION V PROPOSAL CONTENT FOR LIHTC INVESTORS

Proposals from LIHTC investors must address each of the items below. Please follow the order shown below or, less preferably, use a different order but provide an index cross-referencing the order below to that of your letter. Respondents should set out any assumptions that differ from those included in this Solicitation.

### 1) Pay-In Amount

State the underwriting criteria used by your firm to determine the maximum total proposed capital contribution to a project.

### 2) Credit Delivery Assumptions

State your assumptions for the customary amounts of credits your firm could deliver to the limited partner for each year prior to full annual credit delivery. Please state the amounts as a percentage of the total tax credit award.

### 3) Pay-In Schedule

Please provide your proposed pay-in schedule stating the percentage of total equity that each payment represents, the approximate calendar date you assume for each pay-in, and all conditions (including any administrative ones) precedent to each pay-in. Describe also the purposes to which you would restrict the spending of each pay-in, if any (e.g. construction costs, reserves, developer fee, etc.).

Please note that ARMDC desires that all Respondents provide a "base case" pay-in schedule Of 10% at closing, 80% at stabilized occupancy and permanent loan conversion (which conversion is expected to be accomplished in part by the equity proceeds), and 10% at delivery of 8609s and tax returns and audits. Respondents are welcome to provide additional pay-in scenarios as alternates to the base case.

### 4) Adjusters

Describe any typical capital contribution adjustment provisions if there is an increase or reduction in credits and/or acceleration or delay in credit delivery. Note whether there are limits on any adjustments.

### 5) Fees and Expenses

Describe the typical amounts and types of any upfront or ongoing fees to the investor such as an annual asset management fee. Note whether any fees would escalate over time and, if so, by what amount. For ongoing fees, if the payment source and/or priority are not described in the cash flow distribution provided elsewhere in your proposal, describe the relevant provisions here. Describe also the amount and character of any upfront or ongoing expenses for which you would require reimbursement. Assume that your legal counsel will provide the tax opinion.



6) Guarantees and Net Worth Requirements

Describe the terms of each guarantee that you will require. State the name of the guarantor, a typical guarantee amount as a percentage of the tax credits (including any cap), timing and conditions for reduction and/or termination of the guarantee, and any reimbursement provisions for payments made on the guarantee.

In addition, please state any net worth requirement for the guarantor.

ARMDC will not guarantee losses or pay for "projected losses" upon acquisition of the property at the end of the compliance period.

7) Reserves

Describe your typical required reserves, indicating the amount of each reserve as a percentage of the operating budget and/or as a per unit per annum, the timing of funding each reserve, any escalator in any annual funding requirement, any conditions for reducing or eliminating the reserve, who holds the reserve, and to whom the reserve is released at liquidation and at sale or refinancing.

Note also that ARMDC strongly desires that any reserves be either fully released through the cash flow waterfall prior to the end of the compliance period or clearly excluded from any calculation of the fair market value of the development for the purposes of determining any purchase option price.

8) Cash Flow

ARMDC prefers to retain as much of the net cash flow after obligations as possible. Please indicate your proposed typical split of this remaining cash flow between ARMDC and the Investor, both during the compliance period and upon sale or refinancing.

9) Back-End Tax Projection

State any depreciation assumptions you typically use to calculate your projected back-end tax liability.

Note that ARMDC strongly desires to have no back-end tax liability and encourages respondents to assume 40-year depreciation unless 27.5-year depreciation would result in no backend taxes.

10) Insurance Requirements

Describe your typical insurance requirements and, specifically, whether any special (e.g., earthquake, mold, terrorism) insurance coverage will be required.

11) Property Management Requirements

State any typical property management requirements necessary for your firm. ARMDC may arrange management by a third-party firm through a competitive bidding process.

## 12) End of Compliance Period

State whether you are willing to provide ARMDC or any potential 501(c)(3) nonprofit affiliate with a purchase option and right of first refusal and, if so, the terms of each. Please include the typical timing limits on exercise, and state what if anything would happen to the purchase option and right of first refusal if ARMDC were removed as general partner.

ARMDC's desired purchase option price is the balance of debt. A specific purchase option price is negotiable. However, in no instance will ARMDC pay more than the property's fair market value assuming ongoing affordability restrictions and deducting customary brokerage commissions. ARMDC will not accept any purchase option provisions that would require it to pay for projected losses. ARMDC desires an option to purchase the property that continues for at least three years, beginning in year 15, and a right of first refusal at any time following the end of the 15-year initial compliance period.

ARMDC prefers there not be a put option requiring the sale of the property if the option to purchase is not exercised, and will not accept a put option with an exercise term beginning before the expiration of ARMDC's purchase option.

For public policy reasons, it is critical that ARMDC or its non-profit affiliate retain its purchase option and right of first refusal even in the extremely unlikely event ARMDC would ever be removed as general partner. ARMDC would be willing to consider a proposal that required ARMDC to reimburse an investor's direct costs of removing ARMDC as general partner in order for ARMDC to retain the purchase option and right of first refusal.

## 13) Reporting and Audit Requirements

Provide a detailed summary of your reporting requirements, including typical due dates and penalty provisions, if any. Please note that ARMDC's desired cycle times for recurring reports are: quarterly reports within 30 days from the end of the quarter and annual audits within 75 days from the end of the calendar year. ARMDC's accounting for the limited partnership(s) will be performed on the accrual basis only.

## 14) Due Diligence and Closing Requirements

Describe your internal approval process, due diligence requirements and all other requirements or processes that ARMDC should anticipate as a requisite to closing.

Describe any limiting conditions on your proposal such as time required to obtain approvals from the ultimate investor or internal committees.

ARMDC prefers that no investor be included in the limited partnership that has a separate review and approval of deal terms beyond those of the syndicator. If you are proposing such an investor transaction, please name them and describe that investor's review and approval rights.

## 15) Previous Project-Based Rental Assistance and/or Project-Based Voucher Experience

Please state your company's experience with transactions involving Project-Based Rental Assistance and/or Project-Based Vouchers and list the projects that illustrate your company's prior experience. Experience should be as a direct investor.

16) Investor Counsel

Provide the name of the firm(s) and the individual lawyers that would be used to represent the investor. Include a detailed summary of the individual lawyer's experience relevant to this project.

## SECTION VI PROPOSAL CONTENT FOR LENDERS

Proposals from lenders must address each of the items below. To facilitate evaluation, proposals should be organized in the order of the outlines set forth below. Please identify the issue being addressed in the introduction to each of your responses. Respondents should set out any assumptions that differ from those included in this Solicitation.

### Direct Lenders

The following items pertain to prospective Direct Lenders.

#### 1) Firm Experience

Describe your firm's recent experience making loans of a similar structure as outlined in this RFQ. In 2014, what was the number and dollar volume of multifamily rental loans your firm made? Indicate your experience with other local public housing authorities and with other Pittsburgh and/or Pennsylvania borrowers.

This information may be augmented with a qualitative description of your firm's experience with multifamily loans in the context of HOPE VI or HUD Mixed Finance transactions.

#### 2) Individual Experience

Indicate the individual who would serve as loan officer, and describe his or her relevant experience. Also, who would serve as your legal counsel?

#### 3) Financing Structure and Fees and Costs

Please provide the conditions of a typical Term Sheet including, but not limited to:

- a. Description of a proposed loan
- b. Indicative rate as of the date of this RFP, and describe the index and spread used for the rate
- c. For a construction loan, typical term and any extension provisions and related fees
- d. Security and/or collateral requirements
- e. All applicable underwriting ratios and requirements for the project and borrower
- g. A description of the underwriting process, including approximate amount of time needed to complete the financing and key approvals required
- h. Prepayment provisions
- i. Fees and expenses, including the fees of your legal counsel

#### 4) References

Please list at least three clients for whom your firm has recently served as Lender. Provide contact information including name, title, affiliation, phone number and e-mail address. Include any Pittsburgh and/or Pennsylvania references in particular.

## **SECTION VII**

### **PROPOSAL CONTENT FOR NEW MARKETS TAX CREDITS INVESTORS**

#### For New Markets Tax Credits: Allocation

For Community Development Entities (CDEs) that have a 2016 allocation, please provide the following information:

- Anticipated 2016 allocation amount.
- CDE fees at closing as a part of the development budget and during the compliance period as a flat fee or a percentage of the development and operating budgets, respectively.
- Estimated closing costs as a percentage of the development budget.

#### For New Market Tax Credits: Investor

Please provide the following information:

- Please provide your proposed pay-in schedule stating the percentage of total equity that each payment represents, the calendar date you have assumed for each pay-in, and all conditions (including any administrative ones) precedent to each pay-in. Describe also the purposes to which you would restrict the spending of each pay-in, if any (e.g. construction costs, reserves, developer fee, etc.).
- Estimated closing costs as a flat fee or as percentage of the development budget.
- Security and/or collateral requirement.

## **SECTION VIII SUBMISSION PROCEDURES AND REQUIREMENTS**

The Respondent must submit a letter that references the Solicitation by name and number, summarize what specific financing role(s) the response is for and indicate whether the response is from multiple firms working jointly and, if so, the nature and previous collaboration efforts of that team. Respondents may also wish to provide a concise summary of the Proposer's organization and generally introduce ARMDC to the capabilities of the firm.

For potential NMTC investors, the Letter of Intent must fully respond to the items described in Section VII, Proposal Content for NMTC Investors.

## SECTION IX EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each qualification 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 Firm:**

**Maximum 30 points**

Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Qualifications.

**Experience of Proposed Staff:**

**Maximum 25 points**

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the 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.

**Methodology:**

**Maximum 10 points**

The Offeror's proposed methodology is reasonable and logical and will ensure that ARMDC requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

**MBE/WBE Participation:**

**Maximum 10 points**

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

**Section 3 Participation:**

**Maximum 5 points**

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

**Deductions**

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

## SECTION X PROCUREMENT AND AWARD PROCESS

Pursuant to 2 CFR 200.318 et seq., (formerly 24 C.F.R. Section 85.36 (d)(3)), the professional services Market Study Analysis are being procured for the services described in Section II 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 1, 2016 at 11:00 a.m., at 200 Ross Street, 9th Floor Boardroom, 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 qualifications.

### 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. Amendments are also available for download from the Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org).

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. **No claim whatsoever and/or change orders will be accepted arising out Offeror's failure to familiarize themselves with the scope of services and the various locations and types of properties prior to submitting responses.**

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

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

Allies & Ross Management and Development Corporation  
c/o Housing Authority of the City of Pittsburgh  
Procurement Department  
100 Ross Street  
2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219



Proposals must be received at the above address no later than **March 11, 2016, at 10:00 a.m.**, regardless of the selected delivery mechanism.

Responses will be date-time stamped immediately upon its receipt at ARMDC to document its timeliness. Any Qualifications received after the specified deadline shall be automatically rejected and will be returned unopened.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Qualification.

**D. Evaluation and Award Process**

ARMDC staff will review each submission to determine if it is complete and if it is responsive to this Request for Qualifications. ARMDC may allow an Offeror to correct minor deficiencies in its Qualifications submission that do not materially affect the Proposals submission.

All Qualifications determined to be complete and responsive will be provided to an ARMDC Evaluation Committee. ARMDC's Evaluation Committee will evaluate the Qualifications utilizing the criteria established in Section V of this Request for Qualifications. **Only firms, whose qualifications obtain a ranking of 75 points or above, are determined to be responsive and responsible and in the best interest of ARMDC will be considered for contract award.**

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 determination of the highest ranked Offeror, which may include reference and financial background checks. ARMDC shall not be responsible and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

**ARMDC will evaluate respondents' proposed fee and underwriting schedules using established industry standards related to competitive financing.**

A Qualification 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 execution of any contract of \$25,000.00 or more, the selected Offeror may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh MBE/WBE Review Board for approval. Contract award of \$50,000.00 and greater is subject to approval by ARMDC Board of Directors and the selected Offeror may be required to appear before the ARMDC Board of Directors.

## **LIST OF ATTACHMENTS**

<b>ATTACHMENT A</b>	<b>Professional Services Contract</b>
<b>ATTACHMENT B</b>	<b>General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions</b>
<b>ATTACHMENT C</b>	<b>Instructions to Offerors Non-Construction (HUD 5369B)</b>
<b>ATTACHMENT D</b>	<b>Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)</b>
<b>ATTACHMENT E</b>	<b>MBE/WBE Special Participation Summary</b>
<b>ATTACHMENT F</b>	<b>Section 3 Clause, Section 3 Opportunities Plan and related data</b>
<b>ATTACHMENT G</b>	<b>Firm Demographics Form</b>
<b>ATTACHMENT H</b>	<b>Request for Taxpayer Identification Number and Certification (IRS W-9)</b>
<b>ATTACHMENT I</b>	<b>Sample MBE/WBE Letter of Intent</b>

## **ATTACHMENT A**

### **Professional Services Contract**

## PROFESSIONAL SERVICES CONTRACT

This Agreement is made as of \_\_\_\_\_, 2016 between ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (ARMDC), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ ("Consultant").

### PREAMBLE

ARMDC requires the performance of a Market Study Analysis Services ("Services") for the properties owned by the Housing Authority of the City of Pittsburgh, and Consultant desires to perform Services for ARMDC, all upon the terms and subject to the conditions hereinafter set forth.

### AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation by Reference.** ARMDC's Request for Proposals RFP#2015-05, including all Attachments and Addenda, the Consultant's Proposal submitted in response to this Request for Proposals, and all negotiated modifications to the Consultant's response to the Request for Proposals are hereby incorporated into this agreement by reference as if fully set forth herein.

2. **Engagement.** ARMDC hereby engages Consultant to render the services associated with performance of Market Study Analysis Services as set forth in the Request for Request for Proposals (the "Services").

Consultant hereby accepts such engagement and covenants that Consultant will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by ARMDC and Consultant.

It is understood that the Consultant's Services shall be rendered at such times and places as directed by ARMDC.

ARMDC may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the rates or the time required for performance of the Services, ARMDC shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

3. **Consultant Conflicts.** Consultant agrees that neither Consultant nor its employees shall, directly or indirectly, engage in any activity, which would detract from Consultant's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Consultant 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.

Consultant 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 Consultant 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 maximum value of \$\_\_\_\_\_. The ARMDC agrees to pay Consultant for the Services per Task Order, based on negotiated hours and previously approved hourly rates as set forth in **Exhibit B**. No work or expenses for which an additional cost or fee will be charged by Consultant shall be furnished without the prior written consent of ARMDC.

Consultant shall submit invoices to ARMDC upon successful completion of each task order, which invoices shall include an itemization of the hours expended by Consultant and Consultant's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to ARMDC.

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

5. **Term.** The commencement date for this professional services contract shall begin on the date ARMDC's Contracting Officer executes this Agreement. Contract term shall expire within three (3) years of the contract execution unless sooner terminated as provided herein. ARMDC, at its discretion, may extend the contract term for two (2) additional years at one (1) year intervals.

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

(a) If requested, Consultant will submit monthly written narrative progress reports to the ARMDC. Consultant 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 are applicable to said program.

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

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

7. **Insurance.** Consultant will obtain and maintain the following insurance with insurers reasonably acceptable to ARMDC (a) workers' compensation insurance at the statutory limit, (b) professional liability insurance with a limit of not less than \$1,000,000 per occurrence, (c) comprehensive general liability insurance including bodily injury with a limit of not less than \$100,000 each person, \$300,000 each occurrence and property damage \$500,000 each occurrence, (d) automobile liability insurance in statutory amounts. ARMDC will be named as an additional insured on each of such liability policies. Consultant 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 Consultant.

(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 Consultant;
- (b) Consultant or Consultant's employees engaging in conduct materially injurious to the 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) Consultant's refusal to substantially perform the Services;
- (d) Consultant becomes insolvent or makes a general assignment for the benefit of creditors; or
- (e) Consultant files a petition in bankruptcy or such petition is filed against Consultant.

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 Consultant shall be liable for any additional costs incurred by ARMDC. ARMDC may withhold any payments to Consultant, for the purpose of set-off or partial payment, as the case may be, of amounts owed to ARMDC by Consultant.

**9. Minority/Women Participation.** Consultant shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Consultant shall take all necessary steps in accordance with 2 CFR 200.321 (formerly 24 CFR 85.36(e)), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Consultant to carry out the requirements set forth in 2 CFR 200.321 (formerly 24 CFR 85.36(e)) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or ARMDC, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose

certification is acceptable to ARMDC. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to ARMDC.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, ARMDC, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Consultant, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the consultant fails to comply with the contract, the sum being fixed and agreed upon by and between Consultant and ARMDC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which ARMDC would sustain in the event of such a breach
- iii. Such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

**10. Acceptance of the Services.** Authority has the right to review and/or require correction of any Services provided by Consultant. Consultant 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, the ARMDC reserves the right at any time to reject or disapprove any Service provided. If Consultant fails to make the necessary corrections within a reasonable time after notice to do so from the ARMDC, or if the submission of any corrected Service remains unacceptable, the ARMDC may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the rate(s) to reflect the reduced value of the Services provided.

**11. Confidential Information.** Consultant agrees that Consultant will not knowingly reveal to a third party or use for Consultant'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.

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

**13. Indemnification.** Consultant 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 Consultant's or its employees' performance of the Services on behalf of ARMDC.

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

15. **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 Consultant under this Agreement.

16. **Inspections; Work Product.** Pursuant to 2 CFR 200.326 Appendix II (formerly 24 CFR 85.36(i)(10) and (11)), access shall be given by Consultant 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 Consultant 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 Consultant performed Services are closed.

All work product produced by Consultant, including Consultant'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 Consultant.

17. **Return of ARMDC Property.** Promptly after termination of this Agreement, Consultant shall return and shall cause its employees to return to ARMDC all property of the ARMDC then in Consultant'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 Consultant following termination, including without limitation accrued but unpaid fees under paragraph 4 hereof, shall be contingent upon Consultant's compliance with this paragraph.

18. **Third Party Solicitation.** Consultant warrants that Consultant 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.

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

20. **Disputes.** All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by Consultant 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 Consultant, within 30 days after receipt of ARMDC's decision, notifies ARMDC in writing that Consultant takes exception to such decision, the decision shall be final and conclusive.

Provided Consultant has (a) given written notice within the time specified in this section 19, (b) excepted Consultant'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 Consultant 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.

**21. 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  
                                                 c/o Housing Authority of the City of Pittsburgh  
                                                 100 Ross Street, 2<sup>nd</sup> Floor - Suite 200  
                                                 Pittsburgh, PA 15219  
                                                 Attn.: Contracting Officer

If to Consultant:

**22. Compliance with Law.** Consultant 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 C)
- (b)      Certification re: Lobbying                      (Exhibit D)
- (c)      Disclosure of lobbying activity                      (Exhibit E)
- (f)      Conflict of Interest                      (Exhibit F)

**23. Transfer by Consultant.** Consultant shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

**24. 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**

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT  
CORPORATION**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name: Mr. Caster D. Binion.

Title: President

**Witness** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CONSULTANT**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name:

Title:

**Witness** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall provide the services referenced in Section II of the Request for Proposals on an as needed basis as described further in each task order issued under the contract:

**EXHIBIT B**  
**FEE SCHEDULE**

Consultant will be paid based on the following:

*Attachment G, Fee Proposal Form of RFP#2015-05 to be incorporated herein.*

Based on individual task orders at the hourly rates identified in the contract procured under RFP#2015-05.

EXHIBIT C

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, theft, 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 D

## CERTIFICATION REGARDING LOBBYING

I, \_\_\_\_\_,  
(Name and Title of Authorized Official)

Hereby Certify on Behalf of \_\_\_\_\_ that

- (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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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

Approved by OMB 0348-0046

## EXHIBIT E

## 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 not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only

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

Authorized For Local Production Standard Form LLL (1/9)



## 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 1<sup>st</sup> 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).
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 F

Conflicts of Interest

\_\_\_\_\_ (Contractor”) certifies that:

1. No employee, officer, or agent of Allies & Ross Management and Development Corporation (ARMDC) participated in the selection, or in the award or administration of the Consultant’s Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an 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 Consultant or any affiliate thereof, or has a financial or other interest in the Consultant or the Consultant’s Agreement with ARMDC.
2. Consultant shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure not 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.

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

CONSULTANT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT B**

### **General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions**

# General Conditions for Non-Construction

ies & Housing and Urban Development Corporation

## Contracts

### Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban  
Development

Request for Qualifications RFO#2016-10  
Office of Public and Indian Housing  
and/or Permanent Lender  
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 thereof 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.

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 there from, 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.

## ATTACHMENT B.1 – SUPPLEMENTAL GENERAL CONDITIONS

### SUPPLEMENTAL GENERAL CONDITIONS

*To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.*

*If HUD 5370 applies:*

*Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

*If HUD 5370-EZ applies:*

*Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

*If HUD 5370-C applies:*

*Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

## **ATTACHMENT C**

### **Instructions to Offerors Non-Construction (HUD 5369B)**

**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.]

## **ATTACHMENT D**

### **Certifications and Representations of Offerors Non- Construction Contract (HUD 5369C)**

## Certifications and Representations of Offerors Non-Construction Contract

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

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/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree 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:



## **ATTACHMENT E**

### **MBE/WBE Special Participation Summary**

# **ATTACHMENT F**

## **Section 3 Clause Section 3 Opportunities Plan and related data**

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/RFP NUMBER:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFP 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 ARMDC.

The preference of ARMDC/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](http://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 ARMDC c/o HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1118.**

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 ARMDC c/o 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:

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## 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 ARMDC c/o 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, 9<sup>th</sup> 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 ARMDC c/o 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: \_\_\_\_\_



MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION  
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes \_\_\_\_\_ No \_\_\_\_\_

II. MINORITY BUSINESS PARTICIPATION  
Is the Bidder classified as a Minority Business Enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", area any Subcontractors 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 Bidder classified as a Woman-Owned Business Enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**\*\*All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

## **ATTACHMENT G**

### **Firm Demographics Form**

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.

## **ATTACHMENT H**

### **Request for Taxpayer Identification Number and Certification (IRS W-9)**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td></tr></table> or <table border="1"><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-			-		Employer identification number													-				
Social security number																																					
				-			-																														
Employer identification number																																					
				-																																	

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<table border="1"><tr><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# **ATTACHMENT I**

## **Sample MBE/WBE Letter of Intent**

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)