



**ALLIES & ROSS MANAGEMENT
AND
DEVELOPMENT CORPORATION**

**REQUEST FOR PROPOSAL
RFP# 2017-18**

FOR

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

Due:

Friday February 17 at 10:00 A.M.

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

**Request for Proposals
RFP#2017-18
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SECTION I **INTRODUCTION**

Executive Summary

Allies & Ross Management and Development Corporation ("ARMDC"), a nonprofit development instrumentality of the Housing Authority City of Pittsburgh ("HACP") is seeking qualified firms to respond through this Request for Proposals ("RFP") to help finance the new construction of an 87-unit multifamily building for seniors 62 and older, located in Pittsburgh Pennsylvania in the neighborhood of Northview Heights (the "Project") using 4% Low Income Housing Tax Credit (LIHTC) and Tax-Exempt Bond financing. ARMDC is seeking written proposals from qualified firms wishing to serve in one or more of the following roles for the Project:

- 1) An investor/syndicator limited partner for a 4% Low Income Housing Tax Credit (LIHTC) application and allocation.
- 2) A construction/bond purchaser and/or permanent bond purchaser. ARMDC seeks particularly proposals to originate 221(d)(4) financing insured by FHA, but is open to other financing proposals.

Financing for the Project is expected to close in October 2017. Respondents may propose to serve in one, or more, roles. For efficiency's sake, ARMDC strongly prefers the respondents collaborate as necessary to provide a comprehensive proposal covering all proposed roles. An individual firm can join multiple respondent teams.

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. This Project, along with the Glen Hazel Rental Assistance Demonstration Project, represent the first developments through which its wholly owned development instrumentality, Allies & Ross Management and Development Corporation ("ARMDC"), will fully self-develop a LIHTC real estate 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 will procure a third-party Management Agent to manage a property.
- Rothschild Doyno Collaborative (Pittsburgh, PA) will provide architectural designs and specifications and construction administration services for the Project.

- Cohen/Grisby, LLP (Pittsburgh, PA) will provide legal services supporting the real estate transactions, LIHTC submission and other regulatory compliance related to the development and financing.
- Ballard Spahr, LLP (Baltimore, MD) or Dinsmore & Shohl, LLP (Pittsburgh, PA) will be selected to serve as Bond Counsel for the development.
- Diamond & Associates (Philadelphia, PA) will provide financial advice for the Project, including, but not limited to, assistance with the development and financing strategy, submission of the 4% LIHTC application to the Pennsylvania Housing Finance Agency (the "PHFA") and overall deal structuring and quality control consulting services.
- HACP will be the Bond Issuer for the development.

Description of Allies & Ross Management and Development Corporation

A. 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 development instrumentality, 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 seven-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.

B. 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 been a non-managing general partner in various limited partnership in previous real estate development transactions. In this role, ARMDC has utilized Low Income Housing Tax Credits, tax exempt bond debt, Moving to Work, 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 very large projects. As noted above, this Project, along with the Glen Hazel Rental Assistance Demonstration Project, represent the first developments through which its wholly owned development instrumentality, Allies & Ross Management and Development Corporation (“ARMDC”), will fully self-develop a LIHTC real estate project.

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), Garfield Phase IV 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 footprint of 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 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 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 is 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 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), 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 is approximately 98% complete and building lease-up activity has begun.

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 include the new construction of 52 units. Site preparation has commenced and a closing on the vertical housing construction has taken place. Units are projected to be available in 1Q 2018. 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 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), 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).

Larimer Phase / East Liberty 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 have been constructed which include a total of 85 units. Four of the units are live/work units available to residential households, businesses, or both. Thirteen (13) of the units are fully accessible. A building located at the southwest corner of Larimer Avenue and East Liberty Boulevard includes an on-site management office, community room and a fitness center. The total development cost for the project was approximately \$36 million. Construction was completed in 3Q 2016 and units are being leased. 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 Phase 1:

The Allegheny Dwellings project is currently in the predevelopment planning phase. This multi-phase development will consist of approximately 300 units upon full build-out. Phase I will be partially financed with 4% tax credits. 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 of the initial phase is projected to commence in the fourth quarter of 2017.

Glen Hazel Rental Assistance Demonstration Program:

The Glen Hazel RAD will consist of the conversion of 225 public housing rental units to Project-Based Rental Assistance units through the U.S. Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) program. The conversion to RAD will provide a higher operating income stream of funding and allow the converted building to utilize the additional income to leverage debt capacity to make necessary capital improvements to individual rental units, building mechanical systems and the building exterior. The higher income stream will support the repayment of the leveraged debt incurred over a forty year term.

The Glen Hazel RAD is also seeking an investor and lender(s) currently. ARMDC anticipates closing in September 2017 on the financing for this project.

C. 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.

ARMDC is actively seeking a third-party consulting firm to provide LIHTC property management agent expertise for the Project. It is anticipated that the property management agent mentor selected will ensure compliance with all appropriate funding regulations. The third-party

management agent will perform mentoring services for a to-be-determined period. During that period, ARMDC's property management subsidiary, Allies Property Management Group ("APMG") will obtain the capacity necessary to assume property management responsibility at the end of the initial two-year period and for the balance of the 15-year tax credit compliance period and the 30-year affordability period.

Northview Midrise Project Information

A. Project Overview

HACP is the owner of Northview Heights located in Pittsburgh, Allegheny County, Pennsylvania. Northview Heights Highrise, built in 1955, is a senior public housing development that consists of 87 rental dwelling units situated on approximately 78 acres as part of the larger Northview Heights family community. The dwelling units are currently occupied and operated as public housing units pursuant to the United States Housing Act of 1937, 42 U.S.C. §1401 et seq., as amended from time to time. Because of physical problems with the existing building, HACP has decided to build a new construction building for seniors 62 and older on a nearby vacant parcel. A preference will be established for current Northview residents who are interested in moving into the new building. Ultimately, HACP intends to phase out use of the existing high rise and will demolish the structure in the future.

The Northview Midrise project does not involve demolition. HACP will subdivide the Northview Heights parcel and convey by ground lease a parcel of approximately 5.5 acres to the to-be-formed limited partnership, the general partner of which shall be controlled by ARMDC. Thus, any secured loans will be secured by a leasehold mortgage. The Northview Midrise project is a new construction development. HACP intends to invest a significant portion in the project budget to make the deal feasible as a 4% LIHTC/TEB development.

The new building will be a four story structure with 71 one-bedroom units and 16 two-bedroom units. The building will be restricted to seniors 62 and older. Most units will feature balconies. HACP will be subsidizing the rents of this building with project-based vouchers, using rents at 110% and 120% of the PBV level. Ten units will be fully accessible. Four units will be set-aside as non-LIHTC units, for over-income tenants who may move from the highrise to the new property.

The current and proposed unit mix is outlined in the table below:

Northview Midrise will include a suite of offices for the property manager and supportive services coordination staff. In addition, there will be a community room and other common space on the first floor.

ARMDC considers itself to have substantial financial strength and as of the Fiscal Year ending December 31, 2014, ARMDC had total assets of approximately \$61.5 million. ARMDC has a

wholly-owned subsidiary, ARMDC Guaranty Corporation, with \$5 million capitalized to enable it to provide LIHTC guarantees

1) Ownership Structure

On, or around September 2017, ARMDC intends to cause a financial closing of these two first Projects as sole developer. 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

ARMDC anticipates that the most favorable financing will be a HUD-insured 221(d)(4) loan product, or other competitive financing structure, for both the construction and permanent period of the project, though HACP is open to other financing products and proposals. HACP will serve as the bond issuer, issuing construction period bonds. Those bonds will be taken out partially by the permanent loan and partially by LIHTC equity.

C. Permanent Funding

The primary sources of permanent funding are shown in **Attachment B**, attached hereto:

For the limited partner equity, ARMDC has assumed pricing of \$1.00 per Low Income Housing Tax Credit for the initial estimating purposes. Offerors are encouraged to propose the highest pricing that can be offered as equity pricing is a major factor in the evaluation process. To the extent that an Offeror proposes a different pricing than \$1.00, please assume the amount of any HACP capital contribution will be adjusted to balance the sources and uses.

ARMDC has assumed a 5.09% interest rate, 40 year term and amortization schedule and a 1.15 debt coverage ratio for the permanent loan. Offerors are encouraged to propose the best terms possible as these terms are a major factor in the evaluation process. ARMDC has a floor of 1.10 debt coverage ratio for multiple reasons including, but not limited to, long-term operations, financial solvency and debt service coverage ratio restriction requirements set by HUD Multifamily and HACP.

HACP is flexible in structuring the interest rate and term of its seller financing and soft loan to ensure Project feasibility and to optimize its tax losses.

D. Construction and/or Bridge Loan Funding

ARMDC anticipates obtaining a construction loan and bridge loan that is greater than the permanent loan. ARMDC assumes the construction bridge loan term to be 18-24 months, and the construction loan will need to be structured as a tax-exempt private activity bond to trigger eligibility for tax credits. In estimating the size of the construction loan, ARMDC will assume 20% of any LIHTC equity will be paid in at the start of construction, 55% at completion of construction, 24.5% at stabilization and conversion to permanent financing, and 0.5% 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 to zero construction loan amounts if that provides a more feasible or cost effective solution.

The projected construction funding is summarized in **Attachment B**.

E. Operating Revenues and Expenses

Please see attached **Attachment C** for the project operating budget, showing revenues and expenses.

G. Affordability Restrictions

All units in the Project are expected to be LIHTC units with tenant-paid rents restricted to 20%, 50% and 60% of the Area Median Income ("AMI") for 30 years, except for the non-LIHTC units referenced above.

H. Project Schedule

ARMDC has established the following development milestones. The financial partners are expected to be able to execute in accordance the schedule. All dates are subject to change. Financing for the Project is expected to close in September 2017.

Activity	Date
Issue Solicitation for Debt & Equity Partners	January 2017
Submit 4% Tax Credit Application / Request Allocation of Tax Exempt Bond Volume Cap	March 2017
Signed Investor Letter of Intent / Lender Term Sheet	March 2017
Receive 4% Tax Credit Application / Allocation of Tax Exempt Bond Volume Cap	June 2017
Financial Closing	September 2017
Start Construction	October 2017
Construction Completion	October 2018

Request for Proposals

ARMDC seeks proposals from firms qualified to provide LIHTC and/or Construction and/or Permanent Lending services.

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

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

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

Thursday February 9, 2017 @ 10:00 A.M.

Pre-Submission Conference

200 Ross Street, 9th Floor Boardroom
Pittsburgh, PA 15219 or by conference call:
1-202-602-1295 Access Code: 598-776-
271#

Friday, February 10, 2017 @ 10:00 AM Deadline for Submission of Questions

Friday, February 17, 2017 @ 10:00 A.M.

Deadline for Submission of Proposals

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

SECTION II SCOPE OF INVESTOR AND LENDER PARTICIPATION

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

1) Tax Credit Investor

A tax credit investor will be required to draft for ARMDC review a partnership agreement, purchase option and right of first refusal, and other ancillary agreements, pursuant to the terms presented in the accepted Investor LOI. 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. Where feasible, 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/bridge 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.
- Where appropriate and customary as when HUD loan programs are being used, assist ARMDC in preparing materials necessary for HUD review and approval.
- Where feasible, 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 that is 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 E** and ***Instructions to Offerors (HUD 5369B)*** provided in **Attachment F**. 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. Proposals received without all of the required information may be deemed non-responsive.

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.

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. Description of the Offeror's capacity including staff a statement of the organization's capabilities, an organization chart or other information that illustrates available staff resources and qualifications of key personnel.

B. Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the requested services.

1. Low Income Housing Tax Credit investor or syndicator, please provide the following as an expression of the Offeror's previous related experience:
 - a. Number of years in business;
 - b. Biographies of senior management (such as president, director of underwriting, director of originations, director of stabilization/asset management) and number of years each person has been with the firm;
 - c. The total volume of equity investments closed to date, including the total equity volume, number of transactions, and number of units, and extent of experience in Pennsylvania;
 - d. Examples of three recently closed transactions, preferably including at least one transaction in which a housing authority was involved. In addition to describing each transaction, provide contact information for a general partner reference who was directly involved in the transaction;
 - e. Equity investors should indicate whether they have in-house capability to provide bridge loans.

2. Construction/Bridge and/or Permanent lender, please provide the following as an expression of the Offeror's previous related experience:
 - a. A listing of all loan types available in the lender's platform, including where applicable construction loans, equity bridge loans, conduit permanent loans, Fannie Mae and Freddie Mac loans, and all available HUD/FHA loan types;
 - b. Biographies of senior management (such as president, director of underwriting, director of loan production, director of loan administration/asset management) and number of years each person has been with the firm;
 - c. Examples of recently closed transactions, preferably including at least one transaction in which a housing authority was involved. In addition to describing each transaction, provide contact information for a borrower reference who was directly involved in the transaction.

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 Responsibilities and Qualifications

Provide the following information relative to the proposed staffing to underwrite the deal.

Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience in underwriting 4% LIHTC/TEB transactions.

D. Execution of Professional Services Contract (If Applicable)

Each Offeror must review the Professional Services Contract included as **Attachment D** and the General Contract Conditions Non-Construction (HUD 5370-C) and Supplemental General Conditions included **Attachment E**. 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.

E. Certifications and Representations of Offerors (If Applicable)

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

F. Minority and Women Business Participation (If Applicable)

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 H** and include with your submission.

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at anthony.mannella@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, telephone (412) 456-5000, ext. 8506.

G. Section 3 Participation (If Applicable)

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 I** and include with your submission. Qualifications 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 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.

G. MBE/WBE Letter of Intent (If Applicable)

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

H. Firm Demographics (If applicable)

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

I. TIN/W-9 Form

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

SECTION V PROPOSAL CONTENT FOR LIHTC INVESTORS

Proposals from LIHTC investors must address each of the items below. 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

Please indicate expected first year credits and conditions for any upward or downward adjusters.

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 20% at closing, 55% at construction completion, 24.5% at stabilized occupancy and permanent loan conversion (which conversion is expected to be accomplished in part by the equity proceeds), and 0.5% at delivery of 8609s. 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 will be required. State the name of the guarantor, 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 and liquidity requirement for the guarantor. Offerors will have a chance to examine financial statements post-selection to determine if liquidity expectations are met.

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 typical reserves requirements, 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, and acknowledge and affirm PHFA’s required language relative to reserves. ,

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.

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 will arrange management by a third-party firm through a competitive bidding process.

12) End of Compliance Period

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 amount allowed by law or 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) Previous Experience with Housing Authority or its affiliate as General Partner

Please state your company's experience with transactions in which a housing authority or its affiliate is the General Partner of a Limited Partnership.

17) Underwriting Process

Provide a brief description of your firm's underwriting process and typical time line for signing a letter of intent to closing.

18) 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

Where applicable, proposals from lenders that offer any/all of the loan products listed below, the lender should provide the applicable information requested. To facilitate evaluation, proposals should be organized in the order of the outlines set forth below to the extent possible. 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. Respondents may choose to provide sample term sheets or product information sheets in lieu of preparing itemized answers to the questions below; these can be provided to respond so long as they address all of the requested information. For each of the loan products offered, respondents should also provide the following information specific to that particular loan product:

- Firm experience with this type of loan, including number of loans and dollar volume;
- Experience making these loans in transactions with housing authority involvement;
- Experience making these loans in Pittsburgh or elsewhere in the Commonwealth of Pennsylvania;
- Description of the underwriting process.

1. Bridge/Construction Loans

- What are the constraints on the size of the loan?
- Are you comfortable bridging the equity of a third party investor, and if so how are these loans structured?
- What are typical origination and legal fees for loans of this type?
- What is the indicative interest rate for a loan of this type and what are the index and spread used to determine the rate?
- Do you have a construction-to perm loan product? If so, please describe.
- Are you comfortable providing a construction loan where another entity is providing the permanent loan?
- What are your typical origination and legal fees for construction loans?
- What is the indicative interest rate for a loan of this type and what are the index and spread used to determine the rate?
- For construction loans, the lender may submit product sheets provided they address all of the loan characteristics listed above.

2. Permanent Loans

- Please list all of the permanent loan products that you offer, including but not limited to portfolio (direct) loans, conduit loans, Fannie Mae and Freddie Mac loans, and all HUD/FHA permanent loan products.
- For each product, please provide required LTV ratios, DSCR, interest rates, and legal fees.
- Maximum loan and amortization terms in years
- Prepayment provisions
- For each, several or one permanent loan product, the lender may submit term sheet(s) provided they address all of the characteristics listed above.

SECTION VII EVALUATION CRITERIA

LIHTC EQUITY INVESTORS Maximum 100 Points

The Evaluation Committee will evaluate and score each proposal that is submitted as a complete response specific to the LIHTC Equity Investor portion of this RFP. 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 5 points**
Demonstrated successful experience and capability of the Offeror in closing LIHTC equity investments.

Experience and Stability of Senior Management **Maximum 3 points**
Experience of the firm's senior management as demonstrated in individual biographies, and the length of service of these individuals with the firm.

Business Term/Underwriting Requirements **Maximum 70 points**
Reasonableness and flexibility of firm's business terms and underwriting guidelines.

Underwriting and Closing Process **Maximum 5point**
Clarity, comprehensiveness, and speed of the firm's underwriting and closing process.

Experience with Mixed Finance Transactions **Maximum 5 points**
Experience of the firm with HUD Rental Assistance Demonstration developments, and other developments involving the revitalization of public housing communities.

Experience with Project-Based Rental Assistance **Maximum 2 points**
Experience of the firm with housing choice vouchers and other project-based rental assistance.

Experience with a PHA as the Primary General Partner **Maximum 5 points**
Experience of the firm on transactions where a housing authority or an affiliate of a housing authority is the primary general partner.

MBE/WBE 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 Minority/Women Business subcontracting and employment opportunities, and demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3 (training and employment of public housing residents).

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

CONSTRUCTION AND/OR PERMANENT LENDERS
Maximum 100 Points

Experience of Firm: **Maximum 5 points**
Demonstrated successful experience and capability of the Offeror in closing LIHTC equity investments

Experience and Stability of Senior Management: **Maximum 3 points**
Experience of the firm's senior management as demonstrated in individual biographies, and the length of service of these individuals with the firm.

Range of Available Loan Products **Maximum 2 points**
Ability to provide a range of loan products, including construction loans, bridge loans, and a variety of permanent loan products (portfolio, conduit, HUD/FHA, and others)

Business Terms/Underwriting Requirements **Maximum 68 points**
Reasonableness and flexibility of firm's business terms and underwriting guidelines.

Underwriting and Closing Process **Maximum 5 points**
Clarity, comprehensiveness, and speed of the firm's underwriting and closing process.

Experience with Mixed Finance Transactions **Maximum 5 points**
Experience of the firm with HUD Mixed-Finance Developments, Rental Assistance Demonstration developments, and other developments involving the revitalization of public housing communities.

Experience with Project-Based Rental Assistance **Maximum 2 points**
Experience of the firm with housing choice vouchers and other project-based rental assistance.

Experience with a PHA as the Borrower **Maximum 5 points**
Experience of the firm on transactions where a housing authority or an affiliate of a housing authority is the primary general partner.

MBE/WBE 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 Minority/Women Business subcontracting and employment opportunities, and demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3 (training and employment of public housing residents).

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

SECTION VIII PROCUREMENT AND AWARD PROCESS

Pursuant to 2 CFR 200.318 et seq., (formerly 24 C.F.R. Section 85.36 (d)(3)), financing services are being procured for the project 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 **February 9, 2017 at 10:00 a.m., at 200 Ross Street, 9th Floor Boardroom, Pittsburgh PA 15219 with a conference call-in number of 1-415-655-0381..Access Code 520-661-816.** 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 available for download from the Business Opportunities Section of the HACP website, 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
2nd Floor, Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **February 17, 2017 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.

E. Certifications and Representations of Offerors (If Applicable)

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

F. Minority and Women Business Participation (If Applicable)

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 H** and include with your submission.

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at anthony.mannella@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, telephone (412) 456-5000, ext. 8506.

G. Section 3 Participation (If Applicable)

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 I** and include with your submission. Qualifications 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 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. MBE/WBE Letter of Intent (If Applicable)

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

I. Firm Demographics (If applicable)

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

J. TIN/W-9 Form

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

Section IX

Minority and Women Business Participation

It is the policy of ARMDC to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by ARMDC. In accordance with Executive Order 11625, ARMDC has established a minimum threshold of twenty-five percent (25%) of the total dollar amount for MBE utilization in this contract. ARMDC has established a ten percent (10%) minimum threshold for participation of WBEs, and, ARMDC strongly encourages and affirmatively promotes the use of MBEs and WBEs in all ARMDC contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female."

Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. ARMDC's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE and ten (10) certified WBE subcontractors to participate in the proposed contract with ARMDC or lesser number if the contractor provides documentation that ten (10) certified MBE/WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to ARMDC will be deemed non-responsive by ARMDC.

If you have any questions regarding the ARMDC MBE/WBE goals please contact Mr. Anthony Mannella at Anthony.Mannella@HACP.org or by contacting him at the HACP Procurement Department, 100 Ross Street, 2nd Floor, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5116 ext. 8506. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the Special Participation Summary provided in **Attachment E** and include with your proposal. Proposals must also include copies of MBE and/or WBE certification AND signed commitment letters (sample included as Attachment J) for each MBE/WBE firm identified.

I. Section 3 Participation

Provide a detailed narrative on how the Proposer will assist the ARMDC to comply with HUD's Section 3 requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses. A copy of HUD's Section 3 requirement is provided in **Attachment F**.

To comply with the Act ARMDC requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of Section 3 residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. ARMDC shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB ARMDC will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to ARMDC's Section 3 program in an amount consistent with the chart below.

Below are the ARMDC Section 3 Guidelines as listed in the ARMDC Section 3 Program Manual:

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

4 conv of ARMDC's Section 3 Program Manual is available for download at www.HACP.org

A copy of HUD's Section 3 requirement is provided as part of **Attachment F**. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Lloyd Wilson III at Lloyd.Wilson@hacp.org or by contacting him at ARMDC, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 456-5000 .ext 1048. Proposals must demonstrate how the Offeror intends to meet or exceed the ARMDC's Section 3 requirements. Proposals submitted without a Section 3 plan will be

deemed nonresponsive. Also, complete **Attachment F - Section 3 Opportunities Plan** and include with your proposal.

Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to ARMDC will be deemed non-responsive by ARMDC.

J. Tax Identification Number / W-9 Form

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

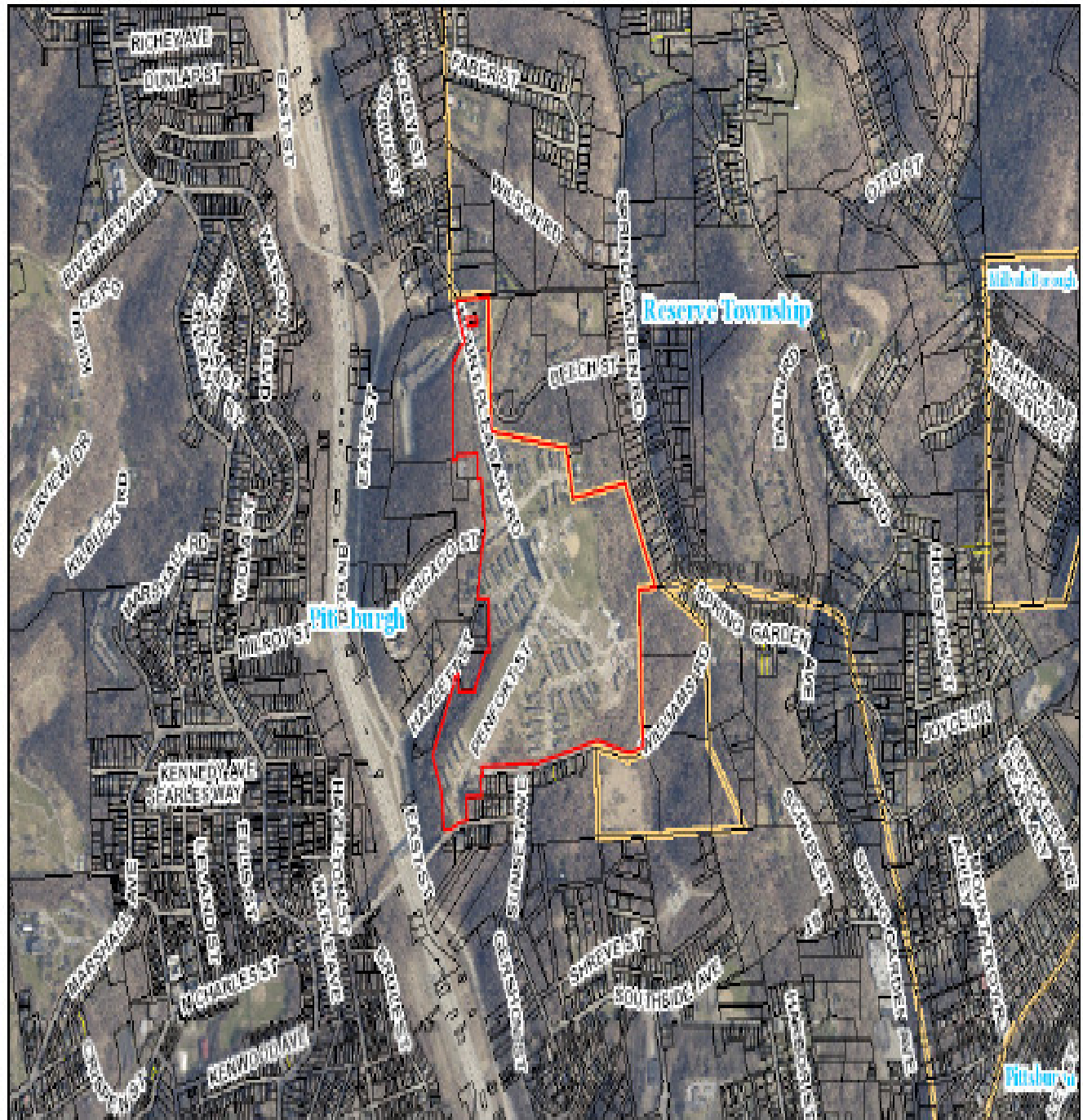
This RFP does not mandate that Offerors include M/WBE and/or Section 3 participation to qualify as a responsible bidder. However, Offerors must complete the appropriate M/WBE and Section 3 sections / forms of the RFP to be deemed a responsive bidder.

LIST OF ATTACHMENTS (If Applicable)

ATTACHMENT A	Location
ATTACHMENT B	Sources of Permanent Financing and construction financing
ATTACHMENT C	Project Operating Budget
ATTACHMENT D	Professional Services Contract
ATTACHMENT E	General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions
ATTACHMENT F	Instructions to Offerors Non-Construction (HUD 5369B)
ATTACHMENT G	Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)
ATTACHMENT H	MBE/WBE Special Participation Summary
ATTACHMENT I	Section 3 Clause, Section 3 Opportunities Plan and related data
ATTACHMENT J	Sample MBE/WBE Letter of Intent
ATTACHMENT K	Firm Demographics
ATTACHMENT L	Tax Identification Number/W-9 Form

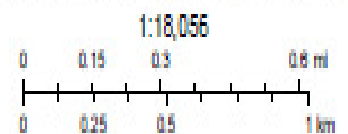
ATTACHMENT A

LOCATION MAP



November 18, 2016

- Parcels
- Municipalities
- LotLines
- Streets



Data displayed on this map is for informational purposes only. It is not survey accurate and is meant to only show a representation of property lines.

ATTACHMENT B

SOURCES OF PERMANENT FINANCING AND CONSTRUCTION FINANCING

PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

DEVELOPMENT BUDGET

of units

planned units: 67

1. CONSTRUCTION COSTS

General Requirements (Div.1)

Building Demolition

Selective Demolition

Site Work

Office Improvements

Environmental Remediation*

*included in construction contract

Subtotal Site Work (Div.2)

Structure (Div. 3 to 16)

Builder's Overhead

Builder's Profit

Bond Premium

Building Permits

Construction Contingency

Other Public Infrastructure

Total

2. FEES

Architect Fee-Design

(3% of \$ 19,227,564)

Architect Fee-Admin

(1% of \$ 19,227,564)

Legal

Engineering

Survey

Soils/Structural Report

Environmental Audit

Environmental Remediation (not included in contract)

Energy Audit / Testing

Property Appraisal

Market Study

Credit Report

Cost Certification

Other

Total

3. MISC. DEVELOPMENT CHARGES

Multifamily Housing Application Fee

Agency Legal Closing Fee/ 42m

Tax Credit Reservation Fee

Tax Credit Carryover Allocation Fee

Tax Credit Cost Certification Fee

Furnishings (Common Areas)

Ramp-up Expenses

Relocation

Utility Tap in, Hook-up, & Municipal Fees

Subsidy Layering Review Fee

Other

Total

1	2	3	2	3
Residential Cost	Commercial Cost	Total Cost	Back for Acquisition Costs	Back for Rehab/New Create Costs

\$ 957,418	\$ -	\$ 957,418	\$ 957,418	
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Total Area of Site Work

Total Area of All Public Work

\$ -	
\$ 1,237,913	
\$ -	
\$ -	

\$ -	
\$ 866,339	
\$ -	
\$ -	

\$ 1,237,913	\$ -	\$ 1,237,913
\$ 14,719,056		\$ 14,719,056
\$ 338,288		\$ 338,288
\$ 1,014,863		\$ 1,014,863
\$ 300,000		\$ 300,000
\$ 100,000		\$ 100,000
\$ 560,026		\$ 560,026
\$ -		\$ -
\$ 19,227,564	\$ -	\$ 19,227,564

\$ 866,339	
\$ 14,719,056	
\$ 338,288	
\$ 1,014,863	
\$ 300,000	
\$ 100,000	
\$ 560,026	
\$ -	
\$ 18,856,190	

\$ 666,142		\$ 666,142
\$ 222,047		\$ 222,047
\$ 80,000	\$ -	\$ 80,000
\$ 230,000	\$ -	\$ 230,000
\$ 29,000	\$ -	\$ 29,000
\$ 40,000	\$ -	\$ 40,000
\$ 48,333	\$ -	\$ 48,333
\$ -	\$ -	\$ -
\$ 33,333	\$ -	\$ 33,333
\$ -	\$ -	\$ -
\$ 14,500	\$ -	\$ 14,500
\$ -	\$ -	\$ -
\$ 15,000	\$ -	\$ 15,000
\$ -	\$ -	\$ -
\$ 1,378,855	\$ 1,378,855	\$ 1,306,855

\$ 3,000	\$ -	\$ 3,000
\$ 15,000	\$ -	\$ 15,000
\$ 54,714	\$ -	\$ 54,714
\$ -	\$ -	\$ -
\$ 1,000	\$ -	\$ 1,000
\$ 30,000	\$ -	\$ 30,000
\$ 10,000	\$ -	\$ 10,000
\$ 150,000	\$ -	\$ 150,000
\$ 183,667	\$ -	\$ 183,667
\$ 2,000	\$ -	\$ 2,000
\$ -	\$ -	\$ -
\$ 449,381	\$ -	\$ 449,381
\$ -	\$ -	\$ 215,667

Core Application

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PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

	1		2	3
	Actual Costs		Basis for Acquisition Credit	Rehab/New Constr.
4. CONSTRUCTION & FINANCING CHARGES				
Construction Loan Interest	\$ 101,484	\$ -	\$ 101,484	\$ -
Construction period <u>12 months</u>	\$ -			
Construction Loan Origination Fee	\$ 24,864	\$ -	\$ 24,864	\$ -
Construction Loan Credit Enhancement	\$ -	\$ -	\$ -	\$ -
Construction Loan Application Fee	\$ 100,000	\$ -	\$ 100,000	\$ -
Taxes During Construction	\$ 30,689	\$ -	\$ 30,689	\$ 30,689
Insurance During Construction	\$ 58,000	\$ -	\$ 58,000	\$ 58,000
Title Insurance	\$ 100,000	\$ -	\$ 100,000	\$ 10,000
Recording	\$ 20,000	\$ -	\$ 20,000	\$ -
PHFA Construction Servicing Fee	\$ 6,000	\$ -	\$ 6,000	\$ -
Other <u>Tax Exempt Bond Insurance</u>	\$ 188,194	\$ -	\$ 188,194	\$ -
Total	\$ 607,140	\$ -	\$ 607,140	\$ 107,563
5. PERMANENT FINANCING				
Agency Loan Reservation Fee	\$ -	\$ -	\$ -	\$ -
Agency Loan Origination Fee	\$ -	\$ -	\$ -	\$ -
Permanent Loan Origination Fee	\$ 43,508	\$ -	\$ -	\$ -
Permanent Loan Credit Enhancement	\$ -	\$ -	\$ -	\$ -
Cost of Insurance Underwriters Discount	\$ -	\$ -	\$ -	\$ -
Other <u>Legal</u>	\$ 123,000	\$ -	\$ 123,000	\$ -
Total	\$ 166,508	\$ -	\$ 123,000	\$ -
6. LAND & BUILDING PURCHASE				
Acquisition of Land	\$ 10	\$ -	\$ -	\$ -
Acquisition of Existing Structures	\$ -	\$ -	\$ -	\$ -
Acquisition Legal Fees	\$ 27,373	\$ -	\$ 27,373	\$ -
Closing Costs	\$ 27,373	\$ -	\$ -	\$ -
Demolition of Existing Structures	\$ -	\$ -	\$ -	\$ -
Other <u>Ground Lease</u>	\$ 47,283	\$ -	\$ 20,000	\$ -
Total	\$ 47,283	\$ -	\$ 20,000	\$ -
7. REPLACEMENT COST	\$ 21,876,831	\$ -	\$ 21,805,940	\$ -
(Total Sections 1-6)				
8. DEVELOPMENT RESERVES				
Operating Reserve	\$ 154,758	\$ -	\$ 154,758	\$ -
Transformation Reserve	\$ -	\$ -	\$ -	\$ -
Rental Subsidy Fund	\$ -	\$ -	\$ -	\$ -
Development Contingency Fund (DCF)	\$ -	\$ -	\$ -	\$ -
Rent Estate Taxes (first year accrual)	\$ 37,845	\$ -	\$ 37,845	\$ -
Insurance (first year accrual)	\$ 40,890	\$ -	\$ 40,890	\$ -
Supportive Services Etcetera	\$ 435,000	\$ -	\$ 435,000	\$ -
Other <u>Community Building</u>	\$ -	\$ -	\$ -	\$ -
Total	\$ 668,493	\$ -	\$ 668,493	\$ -
9. DEVELOPER'S FEE & OVERHEAD				
Rehabilitation/New Construction	\$ 2,675,000	\$ -	\$ 2,675,000	\$ 2,675,000
Acquisition (less land)	\$ -	\$ -	\$ -	\$ -
Additional Fee for Subsidies and/or Services	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,675,000	\$ -	\$ 2,675,000	\$ 2,675,000

Core Application 150
 PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

	1		2	3
	Actual Costs		Basis for Acquisition Credit	Rehab/New Constr.
10. SYNDICATION FEES & EXPENSES				
Organizational	\$ 3,000	\$ -	\$ 3,000	
Bridge Loan Interest During Construction	\$ -	\$ -	\$ -	\$ -
Bridge Loan Interest After Construction	\$ -	\$ -	\$ -	
Bridge Loan Fees & Expenses	\$ -	\$ -	\$ -	\$ -
Legal Fees	\$ -	\$ -	\$ -	
Accountant's Fees	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	
Total	\$ 5,000	\$ -	\$ 5,000	\$ -
11. OTHER				
Tax Credit Compliance Monitoring Fee	\$ 69,600	\$ -	\$ 69,600	
Other	\$ 1,500	\$ -	\$ -	
Total	\$ 71,100	\$ -	\$ 69,600	
12. TOTAL DEVELOPMENT COST	\$ 15,296,425	\$ -	\$ 15,224,033	\$ 23,261,575
(Section 7-11)	\$ -			
13. If Tax Credits will be issued on other than Eligible Basis, enter the number here				\$ -
Less portion of any grant or federal subsidy not to be included in Basis			\$ -	\$ -
Less amount of non-qualified non-recourse financing			\$ -	\$ -
Less amount of costs for commercial space or for any areas that tenants will be charged to use			\$ -	\$ -
Less nonqualifying unit costs for higher quality items				\$ -
Less historic tax credit (residential portion)				\$ -
14. ELIGIBLE BASIS			\$ -	\$ 23,261,575
15. HIGH COST AREA (if applicable)				130%
16. TOTAL ELIGIBLE BASIS			\$ -	\$ 30,240,047
17. APPLICABLE FRACTION			3%	3.16%
18. TOTAL QUALIFIED BASIS			\$ -	\$ 953,383
19. APPLICABLE PERCENTAGE			0.00%	95.40%
20. TOTAL TAX CREDITS REQUESTED			\$ -	\$ 911,651

Credits: \$ 911,559

SOURCES OF FUNDSPrimary Financing

Tax Exempt Bonds	\$ 11,467,749
Taxable Bonds	\$ 4,713,082
Rural Housing Service (RHS)	\$ -
Conventional	\$ -
HOPE VI	\$ -
Other	\$ -

Residual/Other

\$ -

Secondary Financing

Community Development Block Grant (CDBG)	\$ -
State (Non-Agency)	\$ -
Federal HOME Investment Partnership Program (HOME) (Non-Agency)	\$ -
Local	\$ -
Federal Home Loan Bank (FHLB)	\$ -
Foundations	\$ -
Act 137	\$ -
Other	\$ -

Grants that will not be repaid

Community Development Block Grant (CDBG)	\$ -
State (non-Agency)	\$ -
Federal HOME Investment Partnership Program (HOME) (Non-Agency)	\$ -
Local	\$ -
Federal Home Loan Bank (FHLB)	\$ -
Foundations	\$ -
Other	\$ -

Gross Syndication Proceeds

\$ 9,115,594

General Partner Contribution

\$ -

Reinvested Developer's Fee

\$ -

TOTAL SOURCES

\$ 25,296,425

TOTAL DEVELOPMENT COST

\$ 25,296,425

(From Page 23, Line 12)

Total sources must equal total development costs.

ATTACHMENT C

PROJECT OPERATING BUDGET

PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

DEVELOPMENT BUDGET

of units

planned units 87

1. CONSTRUCTION COSTS

General Requirements (Div.1)

Building Demolition

Selective Demolition

Site Work

Offsite Improvements

Environmental Remediation*

*included in construction contract

Subtotal Site Work (Div.2)

Structure (Div. 3 to 16)

Builder's Overhead

Builder's Profit

Bond Premium

Building Permits

Construction Contingency

Other Public Infrastructure

2. FEES

Architect Fee-Design

(3% of \$ 19,227,564)

Architect Fee-Admin

(1% of \$ 19,227,564)

Legal

Engineering

Survey

Soils/Structural Report

Environmental Audit

Environmental Remediation (not included in contract)

Energy Audit / Testing

Property Appraisal

Market Study

Credit Report

Cost Certification

Other

3. MISC. DEVELOPMENT CHARGES

Multifamily Housing Application Fee

Agency Legal Closing Fee/ 42m

Tax Credit Reservation Fee

Tax Credit Carryover Allocation Fee

Tax Credit Cost Certification Fee

Furnishings (Common Area)

Rent-up Expenses

Relocation

Utility Tap in, Hook-up, & Municipal Fees

Subsidy Layering Review Fee

Other

1	2	3	2	3
Residential Cost	Commercial Cost	Total Cost	Basis for Acquisition Credit	Basis for Rehab/New Constr. Credit

\$ 957,418	\$ -	\$ 957,418		\$ 957,418
Breakdown of Site Work			Breakdown of eligible site work	
\$ -				\$ -
\$ 1,237,913				\$ 866,539
\$ -				\$ -
\$ -				\$ -
\$ 1,237,913	\$ -	\$ 1,237,913		\$ 866,539
\$ 14,719,056		\$ 14,719,056		\$ 14,719,056
\$ 338,288		\$ 338,288		\$ 338,288
\$ 1,014,863		\$ 1,014,863		\$ 1,014,863
\$ 300,000		\$ 300,000		\$ 300,000
\$ 100,000		\$ 100,000		\$ 100,000
\$ 560,026		\$ 560,026		\$ 560,026
\$ -				\$ -
Total \$ 19,227,564	\$ -	\$ 19,227,564		\$ 18,856,190

\$ 666,142				\$ 666,142
\$ 222,047				\$ 222,047
\$ 80,000	\$ -	\$ 80,000	\$ -	\$ 48,000
\$ 230,000	\$ -	\$ 230,000	\$ -	\$ 230,000
\$ 29,000	\$ -	\$ 29,000	\$ -	\$ 29,000
\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -
\$ 48,333	\$ -	\$ 48,333	\$ -	\$ 48,333
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 33,833	\$ -	\$ 33,833	\$ -	\$ 33,833
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 14,500	\$ -	\$ 14,500		\$ 14,500
\$ -	\$ -	\$ -		\$ -
\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000
\$ -	\$ -	\$ -	\$ -	\$ -
Total \$ 1,378,855	\$ -	\$ 1,378,855	\$ -	\$ 1,306,855

\$ 3,000	\$ -	\$ 3,000		
\$ 15,000	\$ -	\$ 15,000		
\$ 54,714	\$ -	\$ 54,714		
\$ -	\$ -	\$ -		
\$ 1,000	\$ -	\$ 1,000		
\$ 30,000	\$ -	\$ 30,000		\$ 30,000
\$ 10,000	\$ -	\$ 10,000		
\$ 150,000	\$ -	\$ 150,000		\$ -
\$ 183,667	\$ -	\$ 183,667	\$ -	\$ 183,667
\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000
\$ -	\$ -	\$ -	\$ -	\$ -
Total \$ 449,381	\$ -	\$ 449,381	\$ -	\$ 215,667

Core Application

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PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

	1		2	3
	Actual Costs		Basis for Acquisition Credit	Rehab/New Constr.
4 CONSTRUCTION & FINANCING CHARGES				
Construction Loan Interest	\$ 101,484	\$ -	\$ 101,484	\$ -
Construction period 12 months	\$ -			\$ 30,742
Construction Loan Origination Fee	\$ 24,864	\$ -	\$ 24,864	\$ -
Construction Loan Credit Enhancement	\$ -	\$ -	\$ -	\$ -
Construction Loan Application Fee	\$ 100,000	\$ -	\$ 100,000	\$ -
Taxes During Construction	\$ 30,689	\$ -	\$ 30,689	\$ 30,689
Insurance During Construction	\$ 58,000	\$ -	\$ 58,000	\$ 58,000
Title Insurance	\$ 100,000	\$ -	\$ 100,000	\$ -
Recording	\$ 20,000	\$ -	\$ 20,000	\$ -
PHFA Construction Servicing Fee	\$ 6,000	\$ -	\$ 6,000	\$ -
Other Tax Exempt Bond Insurance	\$ 166,104	\$ -	\$ 166,104	\$ -
Total	\$ 607,140	\$ -	\$ 607,140	\$ 207,863
5. PERMANENT FINANCING				
Agency Loan Reservation Fee	\$ -	\$ -	\$ -	
Agency Loan Origination Fee	\$ -	\$ -	\$ -	
Permanent Loan Origination Fee	\$ 43,508	\$ -	\$ -	
Permanent Loan Credit Enhancement	\$ -	\$ -	\$ -	
Cost of Issuance/Underwriters Discount	\$ -	\$ -	\$ -	
Other Legal	\$ 123,000	\$ -	\$ 123,000	
Total	\$ 166,508	\$ -	\$ 123,000	
6. LAND & BUILDING PURCHASE				
Acquisition of Land	\$ 10	\$ -	\$ -	
Acquisition of Existing Structures	\$ -	\$ -	\$ -	\$ -
Acquisition Legal Fees	\$ 20,000	\$ -	\$ 20,000	\$ -
Closing Costs	\$ 27,373	\$ -	\$ -	\$ -
Demolition of Existing Structures	\$ -	\$ -	\$ -	
Other Ground Lease	\$ -	\$ -	\$ -	\$ -
Total	\$ 47,383	\$ -	\$ 20,000	\$ -
7. REPLACEMENT COST	\$ 21,876,831	\$ -	\$ 21,805,940	\$ -
(Total Sections 1-6)				\$ 20,586,575
8. DEVELOPMENT RESERVES				
Operating Reserve	\$ 154,758	\$ -	\$ 154,758	
Transformation Reserve	\$ -	\$ -	\$ -	
Rental Subsidy Fund	\$ -	\$ -	\$ -	
Development Contingency Fund (DCF)	\$ -	\$ -	\$ -	
Real Estate Taxes (first year escrow)	\$ 37,843	\$ -	\$ 37,843	
Insurance (first year escrow)	\$ 40,890	\$ -	\$ 40,890	
Supportive Services Escrow	\$ 435,000	\$ -	\$ 435,000	
Other Community Building	\$ -	\$ -	\$ -	
Total	\$ 668,493	\$ -	\$ 668,493	
9. DEVELOPER'S FEE & OVERHEAD				
Rehabilitation/New Construction	\$ 2,675,000	\$ -	\$ 2,675,000	\$ 2,675,000
Acquisition (less land)	\$ -	\$ -	\$ -	\$ -
Additional Fee for Subsidies and/or Services	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,675,000	\$ -	\$ 2,675,000	\$ 2,675,000

Core Application

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PENNSYLVANIA HOUSING FINANCE AGENCY (2016 APPLICATION)

	1		2	3
	Actual Costs		Basis for Acquisition Credit	Rehab/New Constr.
10. SYNDICATION FEES & EXPENSES				
Organizational	\$ 5,000	\$ -	\$ 5,000	
Bridge Loan Interest During Construction	\$ -	\$ -	\$ -	\$ -
Bridge Loan Interest After Construction	\$ -	\$ -	\$ -	
Bridge Loan Fees & Expenses	\$ -	\$ -	\$ -	\$ -
Legal Fees	\$ -	\$ -	\$ -	
Accountant's Fees	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	
Total	\$ 5,000	\$ -	\$ 5,000	\$ -
11. OTHER				
Tax Credit Compliance Monitoring Fee	\$ 69,600	\$ -	\$ 69,600	
Other	\$ 1,500	\$ -	\$ -	
Total	\$ 71,100	\$ -	\$ 69,600	
12. TOTAL DEVELOPMENT COST	\$ 25,296,425	\$ -	\$ 25,224,033	\$ 23,261,575
(Sections 7-11)	\$ -			
13. If Tax Credits will be issued on other than Eligible Basis, enter the number here				\$ -
Less portion of any grant or federal subsidy not to be included in Basis			\$ -	\$ -
Less amount of non-qualified non-recourse financing			\$ -	\$ -
Less amount of costs for commercial space or for any areas that tenants will be charged to use			\$ -	\$ -
Less nonqualifying unit costs for higher quality items			\$ -	\$ -
Less historic tax credit (residential portion)			\$ -	\$ -
14. ELIGIBLE BASIS			\$ -	\$ 23,261,575
15. HIGH COST AREA (if applicable)				130%
16. TOTAL ELIGIBLE BASIS			\$ -	\$ 30,240,047
17. APPLICABLE FRACTION			3%	3.16%
18. TOTAL QUALIFIED BASIS			\$ -	\$ 955,585
19. APPLICABLE PERCENTAGE			0.00%	95.40%
20. TOTAL TAX CREDITS REQUESTED			# \$ -	\$ 911,651

Credits: \$ 911,559

SOURCES OF FUNDSPrimary Financing

Tax Exempt Bonds	\$ 11,467,749
Taxable Bonds	\$ 4,713,062
Rural Housing Service (RHS)	\$ -
Conventional	\$ -
HOPE VI	\$ -
Other	\$ -

PennHOMES

\$ -

Secondary Financing

Community Development Block Grant (CDBG)	\$ -
State (Non-Agency)	\$ -
Federal HOME Investment Partnership Program (HOME) (Non-Agency)	\$ -
Local	\$ -
Federal Home Loan Bank (FHLB)	\$ -
Foundations	\$ -
Act 137	\$ -
Other	\$ -

Grants that will not be repaid

Community Development Block Grant (CDBG)	\$ -
State (non-Agency)	\$ -
Federal HOME Investment Partnership Program (HOME) (Non-Agency)	\$ -
Local	\$ -
Federal Home Loan Bank (FHLB)	\$ -
Foundations	\$ -
Other	\$ -

Gross Syndication Proceeds

\$ 9,115,594

General Partner Contribution

\$ -

Reinvested Developer's Fee

\$ -

TOTAL SOURCES

\$ 25,296,425

TOTAL DEVELOPMENT COST

\$ 25,296,425

(From Page 23, Line 12)

Total sources must equal total development costs.

ATTACHMENT D (if applicable)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

This Agreement is made as of _____, 2017 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;

Consultant becomes insolvent or makes a general assignment for the benefit of creditors; or

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:

cancel, terminate or suspend the contract in whole or in part
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

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, 2nd 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#2017-18 to be incorporated herein.

Based on individual task orders at the hourly rates identified in the contract procured under RFP#2017-18.

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:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

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

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

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.

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.

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.

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	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		If reporting entity in No. 4 if Subawardee, enter name and address of Prime. Congressional District, if known:
6. Federal Department/Agency:		Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		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.

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.

Identify the status of the covered Federal action.

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.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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.

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.

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.

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).

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.

(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).

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 (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

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.

Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

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.

Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.

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:

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.

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 E

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

Parts I and II

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - appeals under the clause titled Disputes;
 - 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 which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise 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:

- the awarding of any Federal contract;
- (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.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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 F

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 G

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT H

MBE/WBE Special Participation Summary

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY

I. SMALL BUSINESS PARTICIPATION

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

Yes _____ No _____

III. WOMEN-OWNED BUSINESS PARTICIPATION

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

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

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

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 or documentation must be included for all firms. MBE/WBE commitment letters must be included and signed by both you and the MBE/Firm.

ATTACHMENT I

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.

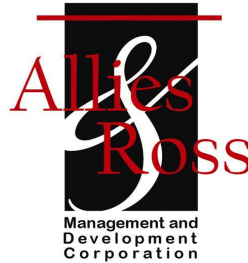
C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 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. 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

[illegible]

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:

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:

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,

Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[] Tier IV – No New Hire Opportunity

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

SECTION 3 OPPORTUNITIES PLAN

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

ATTACHMENT J

Sample MBE Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

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

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Allies & Ross Management and Development Corporation (ARMDC).

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)

ATTACHMENT K

Firm Demographics

Firm Demographics Form																	
		Male								Female							Total # of American Minorities
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	
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 L

**Request fir Taxpayer Identification and Certification
(IRS W-9)**

W-9 Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	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 one 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) ▶ _____ Note. 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.) 6 City, state, and ZIP code	Requester's name and address (optional)
Print or type See Specific Instructions on page 2.	7 List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)
---------------	---

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 *How to get a TIN* on page 3.

Note. 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.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-							
--	--	---	--	--	--	--	--	--	--

Part II	Certification
----------------	----------------------

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.

Certification instructions. 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.

**Sign
Here**

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/tw9.

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3878).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4398).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.