



**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION**

**REQUEST FOR QUALIFICATIONS
RFQ#2016-07**

FOR

PROPERTY MANAGEMENT AGENT

Due

**Friday, February 26, 2016
10:00 A.M.**

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

**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION**

**Request for Qualifications
For
Property Management Agent**

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SECTION I **INTRODUCTION**

Allies & Ross Management and Development Corporation ("ARMDC"), a non-profit corporation and an instrumentality of the Housing Authority of the City of Pittsburgh ("HACP"), hereby requests Qualifications from experienced firms to provide Property Management Agent services for a task-order based contract related to the development, and redevelopment, of mixed-finance communities throughout the City of Pittsburgh. A more detailed scope of services is provided in Section II of this Request for Qualifications ("RFQ").

It is Housing Authority City of Pittsburgh 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 4,260 housing units either through direct property management or through third party mixed-finance developments. HACP provides tenant-based rental assistance to another approximately 5,270 residents throughout the city. In 2007, HACP created its non-profit subsidiary, Allies & Ross Management and Development Corporation, to provide real estate development services assessing the physical viability of HACP properties, developing and implementing strategies to enhance the life cycle, maintenance and livability of HACP properties while generating income to support future development activities.

Pursuant to HUD PIH 2007-15, HACP selected ARMDC to assist in transforming public housing in the City of Pittsburgh by working cooperatively with United States Department of Housing and Urban Development Department ("HUD"), the Pennsylvania Housing Finance Agency ("PHFA") and other entities to achieve HACP's revitalization objectives. To begin this transformation, ARMDC has selected several communities across the City of Pittsburgh for redevelopment and placed them into two general categories:

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

Both of the above categories are intended to achieve these goals through the utilization of a mixed-finance, mixed-income, mixed-use development approach. ARMDC does not guarantee that although future development may be financially linked, the physical location of the properties of any future development will be contiguous.

As a part of any particular project financing structure, ARMDC may consider the submission of applications for Low Income Housing Tax Credits ("LIHTC") and New Market Tax Credits ("NMTC") to serve as equity financing for the developments. Those allocations may impose certain provisions as it relates to the utilization of experienced property management firms for a certain initial compliance period.

ARMDC requires that all Property Management Agent services performed are in compliance with all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 905, Subpart F and all other applicable Federal regulations including, but not limited to, the Quality Housing & Work Responsibility Act of 1998 ("QHWRA"), Section 208 of title V of the FY 1999 HUD appropriations Act (Public L.105-276, 112 Stat. 2518, approved October 21, 1998) amended, the U.S. Housing Act 1937, Section 42 of the Internal Revenue Code, as amended, and Rental Assistance Demonstration ("RAD") (PIH – 2012-32 (HA) REV-1), respectively. All Property Management Agent services performed must be in full compliance with all rules and regulations of HUD programs and all other applicable Federal regulations including, but not limited to, Section 504/Uniform Federal Accessibility Standards ("UFAS"), Americans with Disabilities Act ("ADA"), Davis-Bacon wage requirements, Federal environmental requirements and Federal procurement requirements.

In addition to the Federal laws, rules and regulations, all Property Management Agent services must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations, including where applicable, those governing PHFA's Low-Income Housing Tax Credit program, Allegheny County, City of Pittsburgh and HACP requirements.

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

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

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

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

Tuesday, February 16, 2016 @ 11:00 A.M.

Pre-Submission Conference
200 Ross Street, 9th Floor Boardroom

Pittsburgh, PA 15219

Friday, February 19, 2016 @ 10:00 AM Deadline for Submission of Questions

Friday February 26, 2016 @ 10:00 A.M.

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

SECTION II SCOPE OF SERVICES

The respondents selected for this program shall be responsible for the following General Property Management Services:

- Ensure that all properties are well maintained, provide safe and sanitary living conditions, perform necessary repairs, and address any tenant issues;
- Identify and address emergency situations immediately and provide follow-up to ARMDC staff as soon as possible there-after;
- Facilitate the execution of leases, rental agreements, amendments, renewals, and cancellations with existing tenants and future tenants and collect monthly rent payments;
- Facilitate eviction of non-paying tenants, tenants who violate terms of the lease agreement when necessary;
- Ensure that all tenants are eligible persons or families and are income-qualified pursuant to the Pennsylvania Housing Finance Agency ("PHFA") LIHTC policies, U. S. Treasury Department Community Development Financial Institutions Fund ("CDFI") and that rents meet the definition of affordable pursuant to the Project-Based Rental Assistance and or Project-Based Vouchers in accordance with U.S. Department of Housing and Urban Development ("HUD") Office of Multifamily Housing Programs;
- Create affirmative marketing plans and tenant selection procedures that ensures that prospective tenants are not discriminated against due to their race, religion, national origin, familial status, etc. Knowledge of the Fair Housing Act is required;
- Supervise and arrange the routine maintenance and minor repairs of properties, including arrangement for janitorial services and landscaping services;
- Facilitate tenant participation in the HACP Family Supportive Services and Resident Supportive Services programs respectively;
- Develop accurate and concise operating budgets including costs for general maintenance, repair, compensation and security;
- Each operating budget shall include suggested capital improvements, detailed suggestions for the improved operation of the properties covered and a detailed narrative.
- Submit monthly revenue and expenditures reports to ARMDC;
- Maintain accurate records pursuant to HUD requirements including procedures for reporting monthly rent collections, enforcing the terms of the rental agreements, annual income and rent recertifications, and annual inspections of the units to ensure compliance

with Housing Quality Standards and transmit said records and reports to the ARMDC on a quarterly basis.

SECTION III GENERAL REQUIREMENTS

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

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

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

SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Qualifications should fully read and comprehend the *General Contract Conditions, Non-Construction (HUD 5370C) and Supplemental General Conditions* provided in **Attachment B** and *Instructions to Offerors (HUD 5369B)* provided in **Attachment C**. Qualifications 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 Qualifications and one (1) electronic copy in .PDF format on a CD or flashdrive. **In a separate sealed envelope** submit one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal. Qualifications received without all of the required information may be deemed non-responsive. Qualifications must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources, especially the number of analysts, office facilities, equipment, etc.
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the requested services. Include a list of projects in which the Offeror has performed any of the services listed in Section II of this RFQ. 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 services provided by the Offeror and who was involved in managing the contract between the Offeror and the contracting entity.

C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

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

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Qualifications.

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

D. Methodology

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

E. Certifications and Representations of Offerors

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

F. Minority and Women Business Participation

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

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact Ms. Danielle Davis, MBE/WBE Compliance Specialist, by e-mail at danielle.davis@hacp.org 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

Provide a written plan that describes ways the Offeror will assist ARMDC/HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. Also, refer to the Section 3 Clause and complete the form provided in **Attachment F** and include with your 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. Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal, in the format of **Attachment G**, including hourly rates only.

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

Proposed hourly rates should include all overhead and appropriate expenses. Profit shall be indicated separately. Escalation, if applicable, should be reflected as a percentage of the base year's fully burdened rates and shown as percentage change that would apply in the third

year only. Escalation and profit shall be indicated on the attached **Attachment G Fee Proposal Form**. Please complete a separate form for any/all sub-consultants.

Prior to completing the Fee Proposal Form, please review how the Job Titles/Classifications will be weighted as detailed in Section VI (Evaluation and Award Process – Paragraph D).

I. Firm Demographics

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

J. Execution of Professional Services Contract

Each Offeror must review the Professional Services Contract included as **Attachment A** and the General Contract Conditions Non-Construction (HUD 5370-C) and Supplemental General Conditions included **Attachment B**. Each Offeror must sign the Professional Services Contract and return it to ARMDC as a part of its submission. 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.

K. TIN/W-9 Form

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

L. MBE/WBE Letter of Intent

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

**SECTION V
QUALIFACTIONS AND EXPERIENCE**

- 1) Please describe in detail all developments within the past five years for which your firm was a part of a development team to submit an application for Low-Income Housing Tax Credits and/or New Market Tax Credits.
- 2) Of those submission for which your firm was a part of the development team, which of the applications were awarded an allocation of LIHTCs and/or NMTCs?
- 3) Of the awarded applications, which of the development projects were completed and leased?
- 4) Of the projects that were completed and leased, which of the properties does your firm currently manage?
- 5) Please list any other LIHTC and/or NMTC properties that your firm currently manages, or has managed within the past five years, to help demonstrate your relevant experience.

SECTION VI EVALUATION CRITERIA

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

Experience of Firm: **Maximum 20 points**
Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Qualifications.

Experience of Proposed Staff: **Maximum 20 points**
Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Qualifications.

Capacity: **Maximum 15 points**
Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of ARMDC's goals and objectives as described in this solicitation.

Proposed Fee: **Maximum 20 points**
Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested.

Methodology: **Maximum 10 points**
The Offeror's proposed methodology is reasonable and logical and will ensure that ARMDC requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

MBE/WBE Participation: **Maximum 10 points**
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation: **Maximum 5 points**
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3.

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

SECTION VII PROCUREMENT AND AWARD PROCESS

Pursuant to 2 CFR 200.318 et seq., (formerly 24 C.F.R. Section 85.36 (d)(3)), the professional services Market Study Analysis are being procured for the services described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their submissions:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **February 16, 2016 at 11:00 a.m., at 200 Ross Street, 9th Floor Boardroom, Pittsburgh PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by ARMDC's representatives shall not constitute an amendment or change to this Solicitation.

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

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

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials. Amendments are also available for download from the Business Opportunities Section of the HACP website, www.hacp.org.

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 of 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 Qualifications 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

Submissions must be received at the above address no later than **February 26, 2016, at 10:00 a.m.**, regardless of the selected delivery mechanism.

Responses will be date-time stamped immediately upon its receipt at ARMDC to document its timeliness. Any submission 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 submission.

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 submission that do not materially affect the submission.

All submission 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 submissions 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 submission.

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

Principal - .20, Senior Associate - .40, Associate - .35, Clerical - .05

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

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

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

LIST OF ATTACHMENTS

ATTACHMENT A	Professional Services Contract
ATTACHMENT B	General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions
ATTACHMENT C	Instructions to Offerors Non-Construction (HUD 5369B)
ATTACHMENT D	Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)
ATTACHMENT E	MBE/WBE Special Participation Summary
ATTACHMENT F	Section 3 Clause, Section 3 Opportunities Plan and related data
ATTACHMENT G	Fee Proposal Form (To be submitted in a separate sealed envelope)
ATTACHMENT H	Firm Demographics Form
ATTACHMENT I	Request for Taxpayer Identification Number and Certification (IRS W-9)
ATTACHMENT J	Sample MBE/WBE Letter of Intent
ATTACHMENT K	Sample Management Agreement
ATTACHMENT L	Sample House Rules

ATTACHMENT A

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

This Agreement is made as of _____, 2015 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 Qualifications RFP#2015-05, including all Attachments and Addenda, the Consultant's Qualifications submitted in response to this Request for Qualifications, and all negotiated modifications to the Consultant's response to the Request for Qualifications 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 Qualifications (the "Services").

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

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

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

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

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

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

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

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

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

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

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

(a) If requested, Consultant will submit monthly written narrative progress reports to the ARMDC. Consultant shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

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

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

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

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

8. **Termination.**

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

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

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

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

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

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

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to ARMDC. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

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

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

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

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

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

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

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

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

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

16. **Inspections; Work Product.** Pursuant to 2 CFR 200.326 Appendix II (formerly 24 CFR 85.36(i)(10) and (11)), access shall be given by Consultant to ARMDC, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after ARMDC makes final payment and all other pending matters on which Consultant performed Services are closed.

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

17. **Return of ARMDC Property.** Promptly after termination of this Agreement, Consultant shall return and shall cause its employees to return to ARMDC all property of the ARMDC then in Consultant's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. ARMDC's obligation to make final payment to Consultant following termination, including without limitation accrued but unpaid fees under paragraph 4 hereof, shall be contingent upon Consultant's compliance with this paragraph.

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

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

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

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

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

If to ARMDC: Allies & Ross Management and Development Corporation
 c/o Housing Authority of the City of Pittsburgh
 100 Ross Street, 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. Kim Detrick.

Title: Contracting Officer

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 Qualifications 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#600-00-2016 to be incorporated herein.

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

CERTIFICATION OF PROPOSER
REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Signature and Title of Authorized Official

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of _____ that

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

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

Signature and Title of Authorized Official

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

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

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if known: Congressional District, if known:		5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime. Congressional District, if known:
6. Federal Department/Agency:		6. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only

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

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

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

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

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

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

Conflicts of Interest

_____ (Contractor") certifies that:

1. No employee, officer, or agent of Allies & Ross Management and Development Corporation (ARMDC) participated in the selection, or in the award or administration of the Consultant's Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an ARMDC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Consultant or any affiliate thereof, or has a financial or other interest in the Consultant or the Consultant's Agreement with ARMDC.
2. Consultant shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure not for one year thereafter shall any officer, agent or employee of ARMDC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

ATTACHMENT B

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

ATTACHMENT B.1 – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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

If HUD 5370-C applies:

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

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

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

Date: _____ Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____
Title: _____

ATTACHMENT C

Instructions to Offerors Non-Construction (HUD 5369B)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT D

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

Certifications and Representations of Offerors Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers 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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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 E

MBE/WBE Special Participation Summary

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION

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

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Bidder classified as a Minority Business Enterprise?

Yes _____ No _____

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

Yes _____ No _____

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

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

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes _____ No _____

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

Yes _____ No _____

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

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

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

ATTACHMENT F

Section 3 Clause Section 3 Opportunities Plan and related data

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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



SECTION 3 OPPORTUNITIES PLAN

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

PRIME CONTRACTOR'S NAME:

SPECIFICATION OR RFP/IFB/RFP NUMBER:

SPECIFICATION OR RFP/IFB/RFP TITLE:

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

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

☐ **Tier I – HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the ARMDC c/o HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1118.**

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

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

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

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

SECTION 3 OPPORTUNITIES PLAN

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

LIPH – HACP low income public housing resident

ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the ARMDC c/o HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities. Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

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

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

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

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs.
(Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 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 ARMD 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 Qualifications. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

ATTACHMENT G

Fee Proposal Form
(To be submitted in a separate sealed envelope)

ATTACHMENT G

ANNUAL FEE BASED ON PERCENTAGE OF EFFECTIVE GROSS RENT

[illegible][illegible]

1000

[illegible]

Prepared by: _____

Title: _____

Date: _____

Date:

1000

ATTACHMENT H

Firm Demographics Form

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

Explain all Other American Minority:

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

ATTACHMENT I

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only 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.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
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 ▶
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General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

ATTACHMENT J

Sample MBE/WBE Letter of Intent

DATE

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: *<Name of HACP Project>*

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

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

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

Scope of Proposed Services: _____

Estimated Dollar Value: _____

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

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

ATTACHMENT K

Sample Management Agreement

MANAGEMENT AGREEMENT

[PROJECT NAME]

THIS MANAGEMENT AGREEMENT (this "**Agreement**") is made this ____ day of _____, 201__, by and between [Owner Name], a Pennsylvania [entity type] ("**Owner**"), and Allies & Ross Management and Development Corporation, a Pennsylvania non-profit corporation ("**Agent**").

1. Appointment and Acceptance. Owner appoints Agent as exclusive agent for the management of the property described in Section 2 of this Agreement, and Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement and the [Amended and Restated Operating/Limited Partnership Agreement] of Owner, dated as of substantially even date herewith (the "**Partnership Agreement**").

2. Term of Agreement. This Agreement will be in force on a year to year basis beginning on _____, 201__, and shall automatically renew each anniversary thereafter until the earlier of (i) the termination or expiration of the Ground Lease, or (ii) the termination of this Agreement by Owner or Agent in accordance with Section ____ hereof.

3. Description of the Development. The property to be managed by Agent under this Agreement (the "**Development**") is a residential development, consisting of land, a multi-family development with _____ housing units (the "**Units**") and other improvements located at [Address], Pittsburgh, Pennsylvania and known as "[**Project Name**]," all as more fully identified in **Exhibit A** attached hereto and hereby incorporated herein. All of the Units will be subject to:

(a) the low-income housing tax credit requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Treasury Regulations promulgated thereunder, and the Tax Credit Restrictive Covenants (collectively the "**LIHTC Requirements**"); and

(b) the United States Department of Housing and Urban Development's ("**HUD**") Rental Assistance Demonstration Program authorized pursuant to Public Law 112-55 (the "**RAD Program**"), which will be subject to the HAP Agreement, the RAD Use Agreement, and such other documents as may be required to carry out the requirements of the RAD Program.

4. Definitions. As used in this Agreement:

(a) "**Act**" means the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.), as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

(b) "**Affiliate**" means any entity or person that: (i) directly or indirectly controls or is controlled by or is under common control with Agent; or (ii) is an officer or director of, commissioner of, partner in, member of or trustee of, or serves in a similar capacity

with respect to, Agent or of which Agent is an officer, director, member, partner or trustee, or with respect to which Agent serves in a similar capacity.

(c) **"Agency"** means, as applicable, the Authority, the Pennsylvania Housing Finance Agency (**"PHFA"**), HUD, and/or any other government agency having jurisdiction over the particular matter to which reference is being made.

(d) **"Agreement"** means this Management Agreement.

(e) **"Authority"** means the Housing Authority of the City of Pittsburgh, a public body corporate and politic organized under the Housing Authorities Law of 1937, 35 Pa. Stat. § 1541 et seq. of the Commonwealth of Pennsylvania and a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.

(f) **"Credits"** has the meaning given to that term in Section 23 below.

(g) **"Development Documents"** means the Partnership Agreement, the RAD Use Agreement, the Ground Lease, any loan documents entered into by Owner in connection with the Development, and all other documents related to the Development.

(h) **"Development Operating Expenses"** shall mean all necessary and reasonable operating expenses of the Development for any period, including:

(i) all necessary expenses of operations of the Development, any payments by Owner under the Ground Lease, and any real estate taxes or payments in lieu of taxes that are paid on the Development as a whole, but exclusive of (a) debt service requirements of any lender (including the Authority) unless permitted by law and consented to by the Authority, Investor and (if required) by HUD, and (b) utility expenses which are the direct responsibility of a tenant at the Development;

(ii) management fees and expenses payable pursuant to this Agreement, including those payable to any tax credit manager obtained by Owner in connection with the Development, provided that, so long as Allies & Ross Management and Development Corporation, a Pennsylvania non-profit corporation (**"ARMDC"**), shall act as management agent, it shall be reimbursed solely for its reasonable out of pocket expenses incurred in connection with its duties and services under the Management Agreement, and provided further that ARMDC, as management agent, shall not collect and shall not accrue any management fee, or any fee based upon rental percentage, other than as provided in Section 28 of this Agreement;

(iii) legal expenses associated with the operation of the Development and accounting and audit expenses, including tax return preparation expenses, which would be permitted to be charged as project expenses pursuant to HUD Handbook 4370.2 REV-1, Financial Operations and Accounting Procedures for Insured Multifamily Projects, or any successor thereto; (Note that all references to such HUD Handbook are made solely for definitional purposes and is not intended in any way to subject the Development to the HUD Handbook).

(iv) contributions to the Operating Reserve, Transformation Reserve, and Supportive Services Reserves all to the extent required under Section 5 hereof and the Partnership Agreement, and reserves for any other purposes which are determined prudent by Owner and Investor, or as otherwise required by PHFA;

(v) an investor services fee (the “**Investor Management Fee**”) in an amount not less than \$_____ per annum [(increasing at _____ percent (____%) per annum)] to be paid to the Investor; and, provided, however, the Investor Management Fee shall not be due or payable to the Investor for any calendar year after [203____], or such later date as the Investor remains a limited partner in the Partnership; and

(vi) administrative fees to be paid to the Authority.

(i) “**Fiscal Year**” means the calendar year or any portion thereof during the term of this Agreement.

(j) “**General Partner**” shall mean _____, a [State] [entity type].

(k) “**Ground Lease**” means that certain ground lease of even date herewith by and between the Authority, as lessor, and Owner, as lessee.

(l) “**HAP Agreement**” means the RAD Housing Assistance Payments Agreement between Owner and HUD to provide housing assistance payments to all of the Units executed on or about the date hereof, and as renewed.

(m) “**HUD**” means the United States Department of Housing and Urban Development.

(n) “**HUD Requirements**” has the meaning given to that term in Section 4 below.

(o) “**Investor**” means _____, a [State] [entity type] and its successors and assigns.

(p) “**Units**” means the _____ residential rental units in the Development, all of which are subject to the LIHTC Requirements and HUD Requirements.

(q) “**Management Plan**” means the Management Plan attached hereto as **Exhibit B.**

(r) “**Multifamily Occupancy Handbook**” means HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs.

(s) “**Principal Parties**” means Owner and Agent.

(t) “**RAD PBRA Requirements**” means 24 CFR Part 880, the Multifamily Occupancy Handbook, and other program requirements of the Project Based Rental Assistance Program, as such requirements are modified by RAD Requirements.

(u) **"RAD Program"** means the Rental Assistance Demonstration.

(v) **"RAD Requirements"** means Public Law 112-55 and implementing regulations, notices and directives from HUD regarding the implementation of the RAD Program.

(w) **"RAD Use Agreement"** means the Rental Assistance Demonstration Use Agreement recorded against the Development setting forth the requirements for the use and operation of the Development under the RAD Program.

(x) **"Rental Agency Account"** means the account so defined in Section 13 below.

(y) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development.

(z) **["Special Limited Partner"** shall have the meaning given to that term in the Partnership Agreement.]

(aa) **"Unit"** means any of the _____ residential rental units in the Development.

Any capitalized terms used but not defined herein shall have the same meanings as set forth in the Partnership Agreement.

5. HUD Requirements. In performing its duties under this Management Agreement, notwithstanding anything to the contrary contained in this Agreement or in the Management Plan, Agent will comply with all pertinent requirements, including the RAD PBRA Requirements and RAD Requirements, as may be amended from time to time, imposed upon (a) Owner by the RAD Use Agreement and the HAP Agreement, (b) Owner by all applicable statutory and regulatory requirements of HUD, and (c) Owner by any consent decrees applicable to projects to which the Authority is subject (all of these requirements are hereinafter referred to as the **"HUD Requirements"**). In the event of any instruction from Owner that is in contravention of such requirements, the HUD Requirements will prevail.

6. Authority Requirements. The Development is subject to the Act, the RAD Requirements, the RAD PBRA Requirements and the requirements of a mortgage from Owner to the Authority.

7. Reserved.

8. Low-Income Housing Tax Credit Requirements. Agent shall comply with all applicable low-income housing tax credit requirements with respect to the operation and management of the Units and the Development continuously throughout the time periods and in the manner proscribed by the Partnership Agreement and LIHTC Requirements, as may be amended from time to time. Owner and Agent hereby agree and acknowledge that Agent may, at its discretion, obtain a tax credit manager to assist Agent with compliance with the LIHTC Requirements.

9. Management Plan. Attached hereto as **Exhibit B** and hereby incorporated herein, is a copy of the Management Plan for the Development, which provides a comprehensive and detailed description of the policies and procedures to be followed by Owner and Agent in the operation, management and maintenance of the Development. In many of its provisions, this Agreement generally defines the nature of Agent's duties, responsibilities, and obligations, with the intention that reference be made to the Management Plan for more detailed policies and procedures. Accordingly, the Principal Parties shall comply with all applicable provisions of the Management Plan, regardless of whether specific reference is made thereto in any particular provision of this Agreement.

10. Basic Information. Upon execution hereof, Owner shall furnish Agent with all the information in Owner's possession with respect to the maintenance and operation of the Development, including but not limited to a complete set of plans and specifications, operating manuals and similar materials as available, and copies of all guaranties and warranties pertinent to construction, fixtures, and equipment for the Development. With the aid of this information and inspection by competent personnel, Agent will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Development, and especially the electrical, heating, plumbing, air-conditioning and ventilating systems, the elevators, and all other mechanical equipment in the Development.

11. Liaison with Architect and General Contractor. During the planning and construction phases, Agent will maintain direct liaison with the architect and general contractor, in order to coordinate management concerns with the design and rehabilitation of the Development, and to facilitate completion of any corrective work and Agent's responsibilities for arranging facilities and services pursuant to Section 15 of this Agreement. Agent will keep Owner advised of all significant matters in this connection.

12. Marketing. Agent will make preparation for and carry out the marketing activities prescribed in the Management Plan in accordance with the needs of the Development. All marketing activities will comply with federal, state and local requirements including Section 42 of the Internal Revenue Code and the HUD Requirements. Subject to Owner's prior written approval, advertising expenses will be paid out of the Rental Agency Account as Development Operating Expenses.

13. Rentals. Agent will offer for rent and will rent the Units in the Development in accordance with the Management Plan. Notwithstanding anything in this Agreement or the Management Plan to the contrary, the Units shall be rented in accordance with any applicable HUD Requirements, LIHTC Requirements, and the Partnership Agreement. Incident to Agent's general responsibility for rentals, the following provisions shall apply:

(a) Agent will make preparations for initial rent-up, as described in the Management Plan.

(b) Agent will follow the tenant selection policy described in the Management Plan giving preference to families as required to satisfy the HUD Requirements and LIHTC Requirements.

(c) Agent will show the Units to all prospective tenants.

(d) Agent will take and process applications for rentals, which will include credit reports, tenant interviews, summaries and reports of employment and income verifications, as well as criminal records with respect to the Units. If an application is rejected, the prospective tenant will be provided with a written explanation of the reason for rejection, and the rejected application, with reason for rejection noted thereon, will be kept on file for three (3) years. The prospective tenant will also be provided with an opportunity to meet with a person, or persons, designated by Agent with respect to the rejection, other than the person who made the initial determination of rejection. Agent shall market all Units in compliance with the Management Plan attached hereto as **Exhibit B**.

(e) Agent will prepare all dwelling leases and any parking permits and will execute the same in its name, identified thereon as agent for Owner. The terms of the leases will comply with the HUD Requirements and LIHTC Requirements. Dwelling leases will be in a form approved by Owner, but individual dwelling leases need not be submitted for the approval of Owner. Initially the approved lease for the Units shall be as provided in Form HUD-90105a, as it may be amended or revised from time to time by HUD.

(f) Owner will furnish Agent with rent schedules, showing rents applicable to the specified Units. Eligibility for dwelling rents that are less than fair market rents, and the amount of such lesser rents, will be determined in accordance with the HUD Requirements, LIHTC Requirements, and the Partnership Agreement with respect to all of the Units.

(g) Agent will prepare and verify eligibility certifications and recertifications in accordance with the HUD Requirements and LIHTC Requirements with respect to all of the Units.

(h) Agent will collect, deposit in the account described below, and disburse security deposits, if required, in accordance with the terms of each tenant's lease. The amount of each security deposit will be as specified in the tenant's lease. This account will be carried in Owner's name and designated of record as "[Project Name] Security Deposit Account". Agent will comply with any and all applicable state or local laws regarding security deposits.

(i) Agent shall utilize its best efforts at all times to lease _____ Units in the Development that will be accessible to mobility impaired users, and _____ Units in the Development that will be made accessible for persons with hearing and vision impairments, to persons who satisfy the requirements for such Units listed above and who also require or need such specialized Units. Agent will also be responsible for ensuring that the Development otherwise complies with Section 504 of the Rehabilitation Act of 1973 and all other laws, rules, regulations, ordinances, statutes, orders and court decisions and agreements pertaining to any applicable handicap, disability and accessibility requirements imposed on the leasing of the Development. [NOTE: Are there any special accessibility requirements that HACP will impose on the project?]

(j) Agent shall assist the tax credit manager (to be selected and retained by Agent for the Development) on tax credit compliance issues arising under LIHTC Requirements

and the Partnership Agreement and consult with the tax credit manager on matters that pertain to requirements under LIHTC Requirements and the Partnership Agreement.

(k) Agent shall consult with Owner in utilizing those funds available to Owner and the Development in order to maximize the effectiveness of the Authority's Moving to Work Plan, as such plan may be amended from time to time.

14. Collection of Rents and Other Receipts. Agent will collect when due all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Development. Such receipts (except for tenants' security deposits, which will be handled as specified in Subsection 12(h) above) will be deposited in an account in Owner's name, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "**Rental Agency Account**"). In no event shall such rental contributions be modified without the prior written approval of Owner.

15. Enforcement of Leases. Agent will secure full compliance by each tenant with the terms of his/her lease. Agent may lawfully terminate any tenancy when, in Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the tenant's lease, and in accordance with the Tenants Grievance Procedure attached thereto. Agent will properly assess and seek to collect from each tenant the cost of repairing any damage to the Unit arising during the tenant's occupancy. For these purposes, Agent is authorized to consult with legal counsel to be designated by Owner, to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, that Agent will keep Owner informed of such actions and will follow such instructions as Owner may prescribe for the conduct of any such action. Subject to Owner's approval, reasonable attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the Rental Agency Account as an expense of the Development.

16. Maintenance and Repair. Agent will cause the Development to be maintained and repaired in a good safe and sanitary condition and in a rentable and tenantable state of repair, all in accordance with the HUD Requirements, the Development Documents, the Management Plan and Federal, state and local statutes, codes, and regulations, and in a condition at all times acceptable to Owner, including (but not limited to) cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

(a) Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of outside contractors will be used. Owner consent is required for any contract having a term of one (1) year or greater, as well as for any contract with an Affiliate.

(b) Subject to Owner's prior written approval, Agent will contract with qualified independent contractors for the maintenance and repair of all major mechanical systems, and for extraordinary repairs beyond the capability of regular maintenance employees. Prior to commencement of work, such contractors will provide evidence of adequate insurance.

(c) Agent will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same, which shall be available for review by Owner at the Development. Emergency requests will be serviced and resolved within twenty-four (24) hours after they are received, however to the extent such emergency request cannot be repaired within twenty-four (24) hours, Agent shall document why the repair cannot be completed and provide a date for completion. Non-Emergency requests will be serviced and resolved within thirty (30) business days after receipt of requests. Complaints of a serious nature will be reported to Owner after investigation.

(d) Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair of the Development, subject to the limits set forth in the budget approved by Owner.

(e) Notwithstanding any of the foregoing provisions, the prior approval of Owner will be required for any expenditure that exceeds _____ Dollars and No/100 (\$_____.00) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Development, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Development. In the latter event, Agent will inform Owner of the facts as promptly as possible.

(f) Agent shall promptly report to Owner and the Authority any litigation involving Agent or Development.

(g) All contracts with Affiliates shall be terminable on thirty (30) days' notice, with or without cause.

17. Utilities and Services. In accordance with the Management Plan and the operating budget, Agent will make arrangements for water, electricity, gas, sewage and trash disposal, snow removal and vermin extermination, as necessary. Subject to Owner's prior approval, Agent will make such contracts as may be necessary to secure such utilities and services and Owner shall directly pay such utility charges.

18. Employees. The Management Plan prescribes the number, qualifications, and duties of the personnel to be regularly employed in the administration, supervision, and management of the Development[, including a Manager (as defined in the Management Plan)] and maintenance employees. All such personnel will be employees of Agent and not Owner, and will be hired, paid, supervised, and discharged by Agent, subject to the following conditions.

(a) As more particularly described in the Management Plan, the Manager will have duties of the type usually associated with his/her position.

(b) Owner will reimburse Agent for all payments made by the Manager to third parties, other than employees of Agent, with respect to the Development pursuant to the then effective operating budget for the Development. Such reimbursement will be paid out of the Rental Agency Account and will be treated as an expense of the Development.

(c) Agent and its employees shall at all times comply with the Federal Drug Free Workplace Act of 1988, and HUD's implementing regulations thereunder.

19. Disbursements From Rental Agency Account.

(a) From the funds collected and deposited by Agent in the Rental Agency Account with respect to the Development pursuant to Section 12 above, Agent will make the following disbursements promptly when payable:

(i) Reimbursement to Agent for expenses incurred by it pursuant to Subsection 15(b) above.

(ii) Payments required to be made monthly by Owner pursuant to the Development Documents including (but not limited to) any amounts specified in the Development Documents for reserves.

(iii) All sums otherwise due and payable by Owner as expenses of the Development and authorized to be incurred by Agent under the terms of this Agreement including (without limitation) compensation payable to Agent, pursuant to Section 28 below, for its service hereunder.

(b) Except for the disbursements mentioned in Section 18(a) above, funds will be disbursed or transferred from the Rental Agency Account only as Owner may from time to time direct in writing.

(c) In the event that the balance in the Rental Agency Account is at any time insufficient to pay disbursements due and payable under Subsection 18(a) above, Agent will inform Owner of that fact and Owner will then remit to Agent sufficient funds to cover the deficiency. In no event will Agent be required to use its own funds to pay such disbursements and shall not be liable for such disbursements if funds are not made available.

(d) Any amounts that are excess to the needs of the Development shall be returned to HUD. Provided, however, that Owner, with the consent of HUD, may direct Agent to retain such amounts in the operating account for the Development for the following Fiscal Year.

20. Budgets. Annual operating budgets for the Development will be as approved by Owner. Except as permitted under Subsection 15(e) above or as approved by Owner, annual disbursements for each type of operating expenses itemized in the budget will not exceed the amount authorized by the approved budget. In addition to preparation and submission of a recommended operating budget for the initial Fiscal Year (which shall be submitted to Owner prior to the initial lease up of the Development), Agent will prepare a recommended operating budget for each subsequent Fiscal Year beginning during the term of this Agreement, and will submit the same to Owner not later than thirty (30) days prior to Owner having to submit same to the Investor pursuant to the terms of the Partnership Agreement. Promptly after Owner receives from Agent a proposed annual operating budget or a proposed amended operating budget, Owner will inform Agent of changes, if any, that Owner requires be incorporated in the budget, and upon making such changes, such budget shall be deemed to be an "approved budget". Agent

will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Agent shall prepare such other budgets as Owner may request or as may be required by HUD, PHFA, the LIHTC Requirements, and the Development Documents.

21. Records, Reports and Returns. In addition to any other requirements specified in the Management Plan or other provisions of this Agreement, Agent will have the following responsibilities with respect to records and reports:

(a) Agent will establish and maintain a comprehensive system of records, books, and accounts, which may include computerized systems, in a manner conforming to all applicable HUD Requirements, Treasury Regulations, the Code, the Development Documents, and any other applicable statutes or regulations, and otherwise satisfactory to Owner and HUD. All records, books, and accounts for the Development will be subject to examination at reasonable hours by any authorized representative of Owner, HUD and the Comptroller General of the United States and the Investor. Provision will be made for backup of such files, including tax credit compliance files, in a manner and place satisfactory to Owner and Investor.

(b) With respect to each Fiscal Year ending during the term of this Agreement, Agent will cause an annual audited financial report to be prepared by Owner's accountants, based upon the preparer's examination of the books and records of Owner and Agent. The report will be prepared in accordance with generally accepted accounting principles, HUD Requirements and the requirements of the Partnership Agreement, will be certified by the preparer and Agent, and will be submitted to Owner in time to comply with requirements under the Partnership Agreement. Compensation for the preparer's services will be paid out of the Rental Agency Account as an expense of the Development.

(c) Within thirty (30) days after the end of each calendar quarter, Agent shall furnish Owner with a projection and budget for such quarter, and Agent will prepare a quarterly report comparing actual and budgeted figures for receipts and disbursements.

(d) If, after the Development reaches sustaining ninety-five percent (95%) occupancy, the rental collections from tenants falls below operating expenses for a sustained period of sixty (60) days, Agent will immediately send written notification of the same to Owner.

(e) Except as otherwise provided in this Agreement, all bookkeeping, clerical, and other management overhead expenses (including but not limited to costs of office supplies and equipment, data processing services, postage, transportation for managerial personnel, and telephone services) will be borne by Agent out of his/her own funds and will not be treated as Development Operating Expenses.

(f) Agent shall cause the accountants to furnish to Owner all income tax returns of Owner proposed to be filed for any Fiscal Year as required by the Partnership Agreement not more than ninety (90) days after the end of such Fiscal Year and to furnish to Owner the annual compliance certification required pursuant to the Partnership Agreement.

(g) Agent shall prepare a monthly written report cataloguing, inter alia, all grievance and repair issues and such other issues in a form as shall be mutually agreed upon by

Owner and Agent ("**Monthly Asset Report**"). Agent shall submit the Monthly Asset Report to the Authority at the notice address provide below.

(h) Agent hereby grants a right of access to the Authority, the Investor, Special Limited Partner, HUD, any agency providing funds to Authority, the Comptroller General of the United States, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. Such books and records will be made available for review, excerpt, transcript, copying and audit at all reasonable times.

(i) Authority, HUD, any agency providing funds to Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Agent's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Agent may delegate to discharge any part of its obligations under this Agreement.

(j) All books and records shall be maintained for three (3) years or such longer period as required by HUD Requirements and LIHTC Requirements.

(k) Agent shall report promptly to Owner and Authority any litigation involving Agent or the Development

22. Fidelity Bond. Agent shall furnish and maintain, as a Development Operating Expense, for the duration of this Agreement and any extensions thereof, plus thirty (30) days after the expiration or termination thereof, a commercial blanket bond in favor of Owner, in an amount not less than the sum of (a) six (6) months' potential maximum gross rents for the Development plus (b) aggregate tenant security deposits held from time to time, both in amounts as determined by Owner, and in a form and with a company acceptable to Owner, which commercial blanket bond shall cover Agent and all employees hired by Agent in connection with this Agreement. Such fidelity bond shall cover losses discovered by Owner within two (2) years after the occurrence of such losses. Such fidelity bond shall be attached to this Agreement, and such fidelity bond shall contain a written provision that Owner shall be given at least ten (10) days' prior written notice of cancellation.

23. Bids, Discounts, Rebates, etc. Agent will obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the Development, subject to any government contracting requirements, and will solicit bids, either formal or informal, for those items which can be obtained from more than one source. Agent will secure and credit to Owner, and not receive or retain for itself, all discounts, rebates or commissions obtainable with respect to purchases, service contracts, and all other transactions regarding the Development on Owner's behalf. Agent may contract with affiliates of Agent for the provisions of goods and services to the Development, provided that the terms of any such contract are competitive with those obtainable from non-affiliated parties are otherwise in compliance herewith.

24. Tax Credit Requirements. Agent acknowledges that Owner is required by the Partnership Agreement to use best efforts to lease the Units to tenants whose income and rent levels qualify such Units for inclusion in determining federal low income housing tax credits (the

“Credits”) for the Development, and so that the Credits will have substantial economic value to Owner and its partners. Owner shall furnish Agent with written descriptions of such requirements as they relate to Agent's leasing and management duties hereunder. Incident thereto, the following provisions shall apply for such Units:

(a) Agent shall, prior to approving each rental application and prior to allowing any prospective tenant to take occupancy of any Unit, (i) obtain from the prospective tenant's employer (if any) the completed and executed form of Employment/ Income Verification, as such form may be revised by Owner from time to time, and (ii) shall perform such other verifications of such tenant's non employment income as are necessary or appropriate in order to provide necessary certification and verification of the amount of such tenant's annual family income, family size, and any other information reasonably requested by Owner in writing in connection with the Credits. Agent shall require tenants to certify in writing as to such matters on an annual basis, prior to such time as the information is required for tax reporting purposes for the Credits. Owner shall give Agent advance written notice of such requirements. Agent shall, prior to leasing the Units, determine tenant income eligibility for purposes of the Credits pursuant to applicable laws, using the Managing Agent's Low-Income Eligibility Worksheet or such corrective revisions thereof as Owner shall furnish to Agent from time to time upon any revisions in applicable laws. Without Owner's express prior written consent, Agent shall not enter into any lease of any Unit on behalf of Owner to a tenant who fails to meet the income eligibility requirements for the Credits. Agent shall complete, execute, and deliver to Owner, upon lease-up of the Units and annually thereafter prior to the time such information is required for tax reporting purposes for the Credits, the form of Managing Agent's Low Income Leasing Certification, including a true and correct rent roll of all leases, riders, certifications, and verifications for the Units to Owner on a monthly basis, and shall deliver copies of annual recertification to Owner prior to the time they are required for tax reporting purposes for the Credits.

(b) Owner shall from time to time furnish Agent with a written schedule of maximum rents for the Units, depending on family size for purposes of the Credits. Without Owner's express prior written consent, Agent shall not enter into any lease of any Unit on behalf of Owner at a rental amount exceeding the applicable maximum.

(c) Agent shall maintain and preserve all written records of tenant family income and size, and any other information reasonably requested by Owner in writing in connection with the Credits, throughout the term of this Agreement, and shall turn all such records over to Owner upon the termination or expiration of this Agreement.

(d) In accordance with the requirements of the Partnership Agreement, Ground Lease and RAD Use Agreement, or otherwise if requested by Owner in writing, Agent shall prepare reports of low-income leasing and occupancy in form suitable for submission to the Investor and others in connection with the Credits. These reports will include a monthly rent roll and monthly rental activity report including Unit turnover, vacancy and leasing activity.

(e) Agent shall cause the Development to be maintained in compliance with all local health, safety, and building codes to the extent of available funds, and shall promptly

give written notice to Owner and to the Investor if Agent receives notice of any such code violation relating to the Development.

25. Tenant-Management Relations. In accordance with the RAD Requirements, Agent will encourage and assist tenants of the Development in forming and maintaining representative organizations to promote their common interests, and will maintain good-faith communication with such organizations to the end that problems affecting the Development and its tenants may be avoided or solved on the basis of mutual self-interest.

26. Insurance. Owner will inform Agent of insurance to be carried with respect to the Development and its operations, and Agent will cause such insurance to be placed and kept in effect at all times. Agent will pay premiums out of the Rental Agency Account, and premiums will be treated as operating expenses. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interests appearing thereon as shall be acceptable to Owner, and shall be otherwise in conformity with the Development Documents; provided that the same will include public liability coverage, with Agent designated as one of the insureds, in amounts acceptable to Agent as well as Owner. Agent will investigate and furnish Owner with full written reports as to all accidents, claims, and potential claims for damage relating to the Development, and will cooperate with Owner's insurers in connection therewith.

27. Compliance with Governmental Orders. Subject to the availability of funds provided by Owner, Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Development, whether imposed by federal, state, county or municipal authority, subject, however, to the limitation stated in Subsection 15(e) with respect to repairs. Nevertheless, Agent shall take no such action so long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Agent will notify Owner in writing of all notices of such orders or other requirements within seventy-two (72) hours from the time of their receipt.

28. Non-discrimination. In the performance of its obligations under this Agreement, Agent will comply with the provisions of any federal, state or local law, regulation or executive order, prohibiting discrimination in housing on the grounds of race, color, creed, religion, sex, disability, familial status or national origin, as those provisions now exist, or as they may be enacted, promulgated, or amended from time to time, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary (24 CFR, Subtitle A, Part I) issued pursuant to that Title, regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act, as amended by the Fair Housing Amendment Act of 1988.

29. Agent's Compensation. Agent shall be paid a fee of [_____ Dollars and No/100 (\$_____.00)] [per occupied unit per month] in the initial year of occupancy and increasing by _____ percent annually thereafter at the beginning of the calendar year (the "**Management Fee**"). Subject to the foregoing, as full compensation for its services hereunder, Agent shall be paid the Management Fee in connection with its duties managing the Development, payable as follows:

(a) On or before the tenth (10th) day of each calendar month during the term of this Agreement, Agent shall be paid the Management Fee. Agent agrees that it will defer or accrue its Management Fee to the extent necessary to prevent either (i) the occurrence of an Operating Deficit or (ii) a default under any Mortgage Loan.

Compensation (including fringe benefits) payable to the any supervisory property manager and all other off-site managerial, bookkeeping and clerical personnel, as well as local, State and Federal taxes and assessments incident to the employment of such personnel will be borne solely by Agent and not paid from the Development's operating account or treated as a Development Operating Expense.

30. Termination of Agreement. This Agreement shall remain in effect beginning on the date hereof, until canceled by Owner or Agent, subject, however, to the following conditions:

(a) Owner has the right to remove Agent in the event of a material breach by Agent of its obligations hereunder or the occurrence of an event pursuant to the Partnership Agreement, provided that such breach has not been cured within ten (10) days, unless such breach is of the type that cannot reasonably be cured within ten (10) days. In that event, Agent shall have thirty (30) days to cure a material breach so long as Agent is diligently pursuing a cure of such breach at all times during such period.

(b) This Agreement shall be cancelable without cause at any time by Owner or Agent pursuant to written notice of thirty (30) days.

(c) This Agreement shall automatically terminate in the event of Agent's fraud or willful misconduct. This Agreement shall automatically be terminated by the Owner upon the commission of fraud, violation of law, any action constituting bad faith or breach of fiduciary duty (each, a "**Violation**") by Agent. Notwithstanding the foregoing if a Violation is caused by a single, identifiable employee and such employee is immediately suspended and discharge procedures commenced by Agent upon written notice from Owner and any monetary damage suffered by Owner are paid to Owner by Agent within five (5) business days of receipt of such written notice (or the necessary claim is filed with Agent's insurer within such five-day period and Agent continues to diligently pursue the processing and payment of such claim), this Agreement shall not terminate.

(d) Upon termination, Agent shall immediately, but in no event more than thirty (30) days after the termination of this Agreement, turn over to Owner the following:

(i) All leases, contracts, insurance policies, bonds, books, records, files, plans, surveys, specifications, equipment and other materials and documents in the Agent's possession or control and relating to the Project.

(ii) Project keys, coded entry devices, passwords or codes related to the Project or accounts maintained in its behalf.

(iii) All of the Development's cash net of any outstanding Management Fee due under Section 28 hereof, accounts, and investments.

(iv) Agent shall submit to Owner any financial statements requested by Owner and after the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, Owner will furnish Agent security, in form and principal amount satisfactory to Agent, against any obligations or liabilities that Agent may properly have incurred on behalf of Owner hereunder.

(e) Agent also agrees to cooperate with any successor property manager to ensure a smooth transition of operations upon termination of this Agreement.

31. Notices. Unless otherwise provided for herein, all notices and communications required or permitted hereunder shall be in writing and shall be deemed to have duly given: (a) three (3) days after being sent, if sent by registered or certified mail (return receipt requested, postage prepaid); (b) when delivered, if delivered personally; (c) one business day after being sent, if sent by overnight mail or overnight courier, in each case to the parties at the addresses set forth below:

If to Owner:

with a copy to:

If to Agent:

Allies & Ross Management and Development Corporation
c/o the Authority (at the address listed below)

If to Authority:

Housing Authority of the City of Pittsburgh
200 Ross Street
Pittsburgh, PA 19103
Attn: Executive Director

with a copy to:

Ballard Spahr LLP
1909 K Street, NW
12th Floor
Washington D.C. 20006-1157
Attn: Amy Glassman

If to Investor:

with a copy to:

If to HUD:

U.S. Department of Housing and Urban Development
451 Seventh Street SW
Fourth Floor
Washington, DC 20410

In the event of a change in the mailing addresses stated above, any addressee whose address changes hereby agrees to give notice of a new or forwarding address within seven (7) days of the effective date of said change to the other addressee, whereupon subsequent notices shall be addressed to such new or forwarding address.

32. Liability of Agent. Agent shall use its reasonable best efforts to fulfill its responsibilities described herein; however, Owner acknowledges that the management and operation of the Development are contingent upon many factors not in Agent's control, including without limitation, availability of funds. Consequently, Agent shall not be liable under this Agreement to any party for any failure in the management or operation of the Development, including injuries to persons or property, unless such failure arises from that Agent's breach of this Agreement, gross negligence or willful misconduct.

33. Assignment and Transfer. Agent may not assign or otherwise transfer its obligations or duties under this Agreement, except as explicitly provided herein.

34. Interpretative Provisions.

(a) At all times, this Agreement will inure to the benefit of and constitute a binding obligation upon the Principal Parties and their respective successors and assigns.

(b) This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Development, and no change will be valid, unless made by supplemental written agreement, executed and approved by the Principal Parties and approved by the Investor, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement that may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

(d) In the event of any conflict or inconsistency between any requirement contained in this Agreement, the Development Documents, the Tax Credit Restrictive Covenants, and the RAD Requirements, the requirements of the RAD Requirements shall in all instances be controlling.

(e) Notwithstanding anything to the contrary contained herein, in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Partnership Agreement of Owner, the terms and conditions of the Partnership Agreement of Owner shall govern, unless such provisions conflict with federal, state or local laws.

35. Reserved.

36. Agreement to Operate and Maintain Units In Accordance with Applicable Requirements.

(a) Agent acknowledges that:

(i) The Development is subject to the Ground Lease and has been developed pursuant to the Tax Credit Restrictive Covenants. Agent further acknowledges that, pursuant to and in accordance with the foregoing controlling documents, [all of the Units in the Development are to be set aside and operated and maintained in accordance with the RAD PBRA Requirements and RAD Requirements. [All] of the Units of the Development are to be operated and maintained as qualified low-income units under Section 42 of the Code (as such terms are defined in Section 42 of the Code), as the same may be amended from time to time. Agent certifies to Owner and Authority that, as Agent, it shall undertake and perform all of Owner's management duties and responsibilities in compliance with the HUD Requirements, LIHTC Requirements, and the Development Documents.

(ii) Owner's leasehold interest in the Development is subject to the Mortgage;

(iii) Owner is required to maintain and operate the Units in compliance with the HUD Requirements, and to ensure that rents and charges generated from the Units are used solely for eligible, reasonable and necessary expenditures related to the Units in accordance with the operating budget, as hereafter defined;

(iv) Owner is required to operate and maintain the entire Development in accordance with the Ground Lease; and

(v) Agent is responsible to Owner for the management of the Development in accordance with the foregoing (and, in the event that Agent believes that conflict or potential conflict exists among the foregoing authorities, Agent shall consult with Owner and Authority regarding the resolution thereof.

37. Amendment. This Agreement and specified attachments constitutes the entire Agreement between the Managing Agent and Owner and no amendment, alteration, modification, or addition to this Agreement shall be valid or enforceable unless expressed in writing and signed by the party or parties to be bound thereby.

38. Waivers. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion.

39. Severability. In the event that any portion of this Agreement is held to be invalid, illegal or unenforceable for any reason, the remaining portion of this Agreement shall remain in effect.

40. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and Agent by their duly authorized members or officers have executed this Agreement on the date first above written.

OWNER

[Owner Name], a [State] [entity]

By: _____

Name: _____

Title: _____

AGENT

**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION,**
a Pennsylvania non-profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

SAMPLE

EXHIBIT B

MANAGEMENT PLAN

SAMPLE

ATTACHMENT L

Sample House Rules

HOUSE RULES

[PROJECT]

The following provisions are the House Rules, Attachment 3 to the Model Lease for Subsidized Housing. [These House Rules shall be modified as necessary to comply with that certain House Rules Addendum for PBRA Conversions attached hereto as Exhibit A.]

1. DEFINITIONS

The terms defined in this paragraph shall, for all purposes of the Lease, have the following meanings:

- A. **Annual Recertification Date:** See Section 15 of the Lease.
- B. **Common Areas:** those areas in the Premises which may be used by all **Covered Persons**, as defined below, except for restrictions imposed by Owner and which remain under the control and the responsibility of Owner.
- C. **Covered Person:** means Tenant, any member of Tenant's **Household**, a **Guest** or **Other Person under the Tenant's Control**, as these terms are respectively defined below.
- D. **Drug:** means a controlled substance as defined in 21 U.S.C. §802 and listed in 21 U.S.C §812 and includes, **but is not limited to**, for example, marijuana, heroin, cocaine (in powder or rock form), and methamphetamine.
- E. **Drug-related Criminal Activity:** means the illegal manufacture, sale, distribution, or use of a **Drug**, or the possession of a **Drug** with the intent to manufacture, sell, distribute, or use the **Drug**.
- F. **Effective Date:** date Lease is executed; date also used to calculate when Recertification must be completed by Tenant.
- G. **Family:** means a parent or parents with children; or a group of persons related by blood, affinity, or law; or a group of persons living together; or an individual.
- H. **Guest:** means a person temporarily living in the Unit with the consent of the Tenant or other **member of the Household** who has express or implied authority to consent on behalf of Tenant.
- I. **Household:** means the Family and an Owner-approved live-in aide, if applicable.
- J. **Immediate Vicinity:** means anywhere in the City of Pittsburgh or within 2 miles of the occupied unit.

- K. **Other Person under the Tenant's Control:** means a person, although not living as a **Guest** in the Unit, who is, or was at the time of the activity in question, on the **Premises**, as defined below, because of an invitation from Tenant or another **member of the Household** who has express or implied authority to consent on behalf of Tenant. Absent evidence to the contrary, a person temporarily and infrequently in the Unit or on the **Premises** solely for legitimate commercial purposes is **not under the Tenant's control**.
- L. **Premises:** means the building, or complex, or development in which the **Unit**, as defined below, is located, including **Common Areas** and grounds as identified in Section 1 of the Lease.
- M. **Person with a Disability:** means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
- N. **Reasonable Accommodation:** means any reasonable modification to Owner practices, procedures, and/or facilities intended to ensure that persons with disabilities are provided access to suitable and appropriate federally subsidized housing programs.
- O. **Violent Criminal Activity:** means any criminal activity that involves the use, attempted use, or threatened use of physical force causing, or reasonably likely to cause any offensive bodily contact or property damage.
- P. **Unit:** means the dwelling space intended for the exclusive use of and occupation by the **Household**. The Unit shall include any steps, porch, hallway, lawn, or yard adjacent to and reasonably considered to be part of the dwelling space.
- Q. **Utility Allowance:** means a credit provided by Owner each month for each individually-metered Tenant-purchased utility, and which is subtracted from the gross monthly rent.

2. RENT

- A. Rent shall be calculated as required by law. Tenant agrees to pay monthly rent set forth in Section 3 of the Lease unless adjusted by Owner in accordance with Section 4 of the Lease. All adjustments in the amount of the rent shall be determined by Owner in compliance with HUD regulations and the requirements of the Lease. In the event Tenant fails to participate in Recertification by Tenant's Annual Recertification Date in accordance with Section 15 of the Lease, **TENANT WILL BE CONSIDERED TO HAVE COMMITTED A MATERIAL BREACH OF THE LEASE AND OWNER MAY PURSUE ALL LEGAL REMEDIES UP TO AND INCLUDING LEASE TERMINATION.**

RENT SHALL BE PAID DIRECTLY TO THE PNC LOCK-BOX OR OTHER AGENT FOR RECEIVING RENT (such as electronic payment), AS OWNER SHALL DESIGNATE FROM TIME TO TIME, WITHOUT DEMAND, ON

THE FIRST (1st) DAY OF EACH MONTH. Owner permits a grace period to the fifth (5th) day of the month to allow for payment processing. An administrative fee will be assessed if the full balance is not posted on the resident's account by the fifth (5th) day of the month.

Rent will be considered delinquent if paid after the fifth (5th) day of the month. **Owner will not accept rent payments or payments for other charges at its site management offices. Tenant is obligated to pay rent and any additional charges assessed by Owner in full to the lock-box, even if Tenant has been served with a lease termination/vacate notice as provided for below.**

Rent and other charges must be paid either by money order, personal check or electronically. Under no circumstances should cash be mailed to the lock-box.

- B. Owner is not responsible for delays in delivery or processing of payments.
- C. To enforce the terms of the Lease, Owner may recover reasonable court costs, attorney costs, fees and other normal and customary costs of collection including, but not limited to, collection agency fees in the amount of 14.9% of the outstanding balance.

3. UTILITIES

- A. **Owner shall supply those utilities as set forth in Section 7 of the Lease.** Tenant will pay for all other utilities, related deposits, and charges on Tenant's utility bills. **It shall be a material breach of the Lease for Tenant to fail to pay any utility bills for which Tenant is responsible under the Lease.** Terminated utility service due to non-payment will be considered a material breach of the lease.
- B. If the Development has individual company-read utility meters, Owner will provide a Utility Allowance based on size and type of Unit occupied. In such communities, Tenant will be responsible for paying his/her utility bill directly to the utility company and is required to establish the accounts in Tenant's name prior to move-in. All utility accounts must remain in good standing throughout the term of Tenant's occupancy. Failure of the Tenant to maintain utilities is considered a material breach of the Lease.
- C. The Utility Allowance may be changed from time to time by Owner and such changes will become part of the Lease. A copy of any revised Utility Allowance schedule will be posted in all site management offices.

Utilities shall be used only for normal household purposes. In the event that Owner deems Tenant's utility usage excessive, Tenant will be required to reimburse Owner any monies paid by Owner for Tenant's usage above that which is deemed reasonable unless the Tenant has an approved reasonable

accommodation for utility consumption. The reimbursement shall be paid with the monthly rent.

- D. When Owner pays the utility bills, Tenants that have non-standard appliances such as freezers or other heavy users of electricity or gas may be assessed additional rent to cover the cost of such appliances as set forth in Section 7(b) of the Lease.

4. MAINTENANCE AND REPAIRS

- A. Tenants must request maintenance service by telephoning the maintenance number during non-business hours. Emergency repairs may be requested by telephoning the emergency service number. In the event that the emergency service number changes, Owner shall notify all Tenants in writing or alternative requested format of the correct telephone number.
- B. Tenant shall pay reasonable charges, including reasonable labor and material charges, for the repair of damage beyond normal wear and tear to the Premises, Unit or to appliances provided by Owner that is negligently or intentionally caused by any Covered Person. Repair and labor charges shall be established in the *Schedule of Tenant Charges* maintained in Owner site management offices. The *Schedule of Tenant Charges* is the list that shows the costs of labor and specific repairs. This list is non-inclusive.
- C. Charges will be assessed to Tenant to pay for damage caused by fire, smoke, and other related causes to the Premises that are a direct result of intentional or negligent conduct on the part of any Covered Person as determined by the City of Pittsburgh Fire Department. Such conduct may be considered a material breach of the Lease.

5. REDETERMINATION OF ELIGIBILITY, RENT, OR DWELLING SIZE

- A. **Regularly Scheduled Recertifications: Tenant is obligated to participate in a Recertification of Family composition and income in accordance with Section 15 of the Lease. FAILURE TO COMPLETE ALL ANNUAL REDETERMINATION REQUIREMENTS THIRTY (30) DAYS PRIOR TO THE ANNUAL "EFFECTIVE DATE" WILL RESULT IN AN INCREASE OF RENT TO THE MARKET RATE AND WILL ALSO BE A MATERIAL BREACH OF THE LEASE AND OWNER MAY PURSUE ALL LEGAL REMEDIES UP TO AND INCLUDING LEASE TERMINATION AGAINST THE TENANT.**

At the time of the Recertification interview, **all members of the Household 18 years old or older must report to the site management office to sign and date a release of information form and any other documents required to finalize the Recertification. Household members with a disability may request alternative arrangements.**

Tenant is required to provide complete and accurate information necessary for Owner to determine Tenant's eligibility for continued occupancy, whether the rent shall be the same, and the appropriateness of the dwelling size.

B. Reporting Changes between Regularly Scheduled Recertifications: Tenant is obligated to participate in a Recertification of Family composition and income in accordance with Section 16 of the Lease.

1. A Tenant who evidences a pattern of taking work to obtain the deferral of income and quitting work to avoid being employed at the next regular Recertification will be considered to be misrepresenting the facts and subject to retroactive rent increases. A Tenant who receives the deferral will be asked to document start and ending dates of employment and his/her reason for leaving work.
2. **Effective dates of changes in rent:** Any change in rent, either an increase or decrease, shall be made effective by the notice described in paragraph 10 herein.
3. **FAILURE TO REPORT ALL HOUSEHOLD INCOME UNDER THE LEASE OR PRIOR LEASES SHALL BE A MATERIAL BREACH OF THE LEASE AND SHALL BE CAUSE FOR TERMINATION OF THE LEASE. ANY CALCULATED BACKCHARGES WILL BE DUE IMMEDIATELY AND MAY EXPOSE TENANT TO CRIMINAL CHARGES FOR FRAUD.**

6. ADDITIONAL TENANT OBLIGATIONS

As with the failure to comply with other Tenant obligations under the Lease, the failure to comply with any provision contained in this paragraph 6 shall be considered a material breach of the Lease and cause for eviction. Tenant agrees:

1. To make payments due under the Lease and/or any Addendum by the first (1st) day of the month.
2. To use the Unit exclusively and continuously as a private dwelling for Tenant and member(s) of the Tenant's Household as named in Section 1 of the Lease during the Lease Term and not to use and/or permit the use of the Unit for any other purpose including, but not limited to, profit-making activities, without prior written consent from Owner. Tenant is obligated to report any additions or extended absence of family members within ten (10) days of such addition or absence. An extend absence means the tenant is absent from the unit for longer than sixty (60) continuous days, or for longer than one hundred eighty (180) continuous days for medical reasons. [HACP – Please confirm with local counsel that these time periods comply with local and state law.] Examples include, but are not limited to birth, custody via court order, death, imprisonment, etc.

3. Tenant shall never sublease, transfer, or assign Unit to any other person.
4. Tenant shall not provide meals and/or sleeping accommodations in the Unit to non-Household members for money or any other thing of value.
5. That the exclusive use and occupancy of the dwelling Unit shall include accommodations of the Tenant's Guest or visitors for no more than fourteen (14) consecutive days and no more than sixty (60) total days in a one (1) year period for any individual guest. The Tenant shall, within two (2) business days, give written notice or notice in an alternative format to the site manager of any person who stays for more than five (5) days in the Unit. The notice shall include the name, address, and vehicle identification of a person who stays five (5) working days or more. The Tenant may make special arrangements with the site manager for an extended stay of guest when allowing another non-Tenant adult to care for the Tenant's children or due to other extenuating circumstances. The Tenant is responsible for the conduct of all Guests and visitors.
6. To abide by such necessary and reasonable rules and regulations promulgated by Owner for the benefit and well-being of the Premises and its Tenants.
7. To comply with all obligations imposed upon Covered Persons by applicable provisions of City, State and Federal building and housing codes materially affecting health and safety.
8. To register all vehicles owned and operated by members of Tenant's Household with the Owner site manager's office. In addition, Tenants are not to keep or maintain on the Premises any inoperable vehicle, or a vehicle without a valid and current registration, license plate, and inspection sticker.
 - A. Visitors, Guests, and Other Persons under the Tenant's Control shall comply with all Owner parking and vehicle rules. Tenant will direct their visitors, Guests, and Other Persons under the Tenant's Control to follow the parking rules and will assist Owner in enforcing the parking and vehicle rules.
 - B. Failure to comply with any of the above rules governing parking shall be a material violation of the Lease and shall result in the issuance of a violation. Neither Owner, its employees, nor agents are responsible for any vehicle damage resulting from the towing of vehicles.
9. To maintain the Unit, hallways, Common Areas, and the appliances assigned to Tenant for Tenant's exclusive use in a decent, safe, clean, and sanitary condition as defined by Owner Housekeeping standards. Tenants are required to maintain assigned yards in a neat and orderly manner

including, but not limited to, cutting grass and raking leaves, picking up and removing trash and disposing of garbage, rubbish and, other waste in a sanitary and safe manner. Tenants are also required to remove ice and snow from the area immediately in front of their Units.

10. To assure that no "Covered Person" engages in:
 - A. Any Drug-related Criminal Activity on or off the Premises or in the Unit. **The physical presence of a controlled substance, regardless of ownership, shall constitute a material breach of the Lease and provide grounds for immediate Lease termination, in compliance with Federal and State law and HUD regulations.**
 - B. Any criminal activity on or off the Premises that threatens the health, safety, or right to peaceful enjoyment of the Premises by members of the Household, Guests, other Tenants or employees of Owner, or persons residing in the immediate vicinity of the Premises.
11. To assure that no Covered Person engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other Tenants.
12. **It shall be considered a material breach of Tenant's Lease and specific grounds for termination of the Lease if any "Covered Person" does any of the following in the Unit or on the Premises:**
 - A. Utilize, threaten to utilize, or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification; or
 - B. Shoot, fire, explode, throw, or otherwise discharge a potentially deadly weapon; or
 - C. Inflict, without legal justification, any injury upon another person through the intentional use of a deadly weapon, or by the reckless or negligent use of such weapon; or
 - D. Damage any Owner property, without legal justification, through the intentional use of a deadly weapon or by the reckless or negligent use of such weapon; or
 - E. Damage any Owner property through the use of fireworks.
 - F. Flee to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the Commonwealth of Pennsylvania, is a high misdemeanor.
 - G. Violate a condition of his or her probation or parole imposed under Federal or State law.

- H. Display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Pennsylvania anywhere on the property of Owner.
- I. Obstruct sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- J. To assure the no Covered Person acts in a manner which will disturb other Tenants' peaceful enjoyment of their accommodations or community facilities and further, that Covered Person will act in a manner which is conducive to maintaining the Premises, the Unit and/or the Premises in a decent, safe, and sanitary condition.
- K. To assure that Covered Persons do not destroy, deface, damage and/or remove any part of the Unit or Premises. This includes, but is not limited to, tampering with fire safety equipment or systems, disconnecting fire or smoke alarms, or tampering with heat sensors.
- L. To assure that Covered Persons use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities, including elevators, in a reasonable manner, and only for their intended purposes.
- M. To assure that written consent is obtained from Owner prior to making repairs, alterations, or installing equipment in the Unit.
- N. To assure that Owner is notified immediately of the need for repairs to the Unit, and of any unsafe conditions in the Unit or on the Premises which might lead to injury or damage.
- O. To assure compliance with the Owner *Pet Policy*. A copy of the Pet Policy is available from Owner upon request and to a tenant who has or obtains a pet.
- P. To assure compliance with the Owner *Satellite Dish Installation Policy*. The Satellite Dish Installation Policy is available from Owner upon request.
- Q. To assure compliance with the Owner *Fence Policy*. The Fence Policy is available from Owner upon request.
- R. To assure that there is no change or addition to any locks on Owner property without prior written permission from Owner. Tenant must provide the Owner site management office with a duplicate copy of the key for each approved additional lock. Failure to provide a duplicate copy of the key as required may result in Owner's immediate removal of the lock and assessing the charge for the removal to the Tenant's account.
- S. Tenant must allow Owner to enter the Unit for all repairs in accordance with Section 20 of the Lease.
- T. Tenant agrees to transfer to a suitable Unit when a change in Family composition justifies the need for transfer under Owner

Occupancy Standards in accordance with Section 19 of the Lease, or when defects hazardous to life, health and/or safety exist in the Unit or in the Premises.

- U. If Tenant's Unit is an accessible Unit and neither Tenant nor any member of Tenant's Household is a Person with a Disability, Tenant hereby agrees to transfer to an appropriate Unit if the Unit is needed to accommodate another Tenant who is a Person with a Disability.
- V. To ensure that all Covered Persons abide by the provisions of the Owner *Assistance Animal Policy*, which is available at Owner's site management offices.
- W. To give Owner thirty (30) days' prior written notice or notice in an alternative format if Tenant intends to voluntarily move from the Unit. If the Tenant does not give the full thirty (30) days' notice, the tenant shall be liable for rent up to the end of the thirty (30) days for which notice was required or until Owner is able to re-let the Unit, whichever occurs first.
- X. To allow Owner personnel entry into the Unit for the purpose of conducting periodic housekeeping and/or safety inspections.
- Y. [To comply with the City of Pittsburgh Curfew Ordinance that states in part: A minor shall not remain in a public place or on the premises of an establishment from:
 - 1. 11:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day July 1 through August 31;
 - 2. 10:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day September 1 through June 30.][HACP – Please confirm with local counsel that this information is still correct]
 - 3. The Tenant shall not permit or by insufficient control allow a minor under the Tenant's care or custody to violate this paragraph 6.
- Z. To comply with applicable State law regarding truancy and not violate the Pennsylvania Juvenile Act which defines as "truant" a child who, while subject to compulsory school attendance, is habitually and "without justification" absent from school as it applies to minors residing in the "Household."
- AA. To identify her/himself by showing valid photo-identification when requested for entry onto Owner property.
- BB. Not to commit any fraud in connection with any Federal housing assistance program.

- CC. When required, Tenant(s) agrees to relocate pursuant to the Uniform Relocation Act and will comply with relocation efforts, plans, policies and rules. Failure to participate in the relocation will result in termination of the Lease.
- DD. No member of the tenant's household may be registered on a sex offender registry while living in housing. If a household member who is not subject to registry upon admission to the household subsequently becomes eligible for registration on any sex offender registry, then that person will be removed from the household immediately and not permitted to return for the duration of their registration requirement. If the family fails or refuses to remove and exclude such member, that shall be considered a serious breach of lease subject to termination.

7. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY

- A. When conditions exist in the Unit or on the Premises that create a danger to the life, health, and/or safety of the Tenants, Tenant must immediately notify Owner of the condition. Owner shall be responsible for repair of the Unit and/or Premises, as stated in Section 10 of the Lease. If the damage was caused by a Covered Person, the reasonable cost of repair shall be charged to Tenant.
- B. If repair cannot be made within a reasonable time, Owner shall provide standard alternate accommodations and Tenant shall agree to transfer to the alternate accommodations. To the extent that such accommodations are not available, the Household can, in the exercise of reasonable judgment by Owner, remain in the Unit.

8. ENTRY OF UNIT DURING LEASE TERM

- A. In accordance with Section 20 of the Lease, Owner shall have the right to enter the Unit as often as deemed necessary to perform routine inspections and maintenance, or to make improvements or repairs for pest control purposes, or to determine if Tenant still occupies the Unit when reasonable doubt exists; provided that Owner gives at least twenty-four (24) hours' prior written notice or notice in an alternative format delivered to the Unit stating the purpose of the entry. **However, Owner may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists in the Unit.**
- B. If the Tenant and all adult members of Tenant's Household are absent from the Unit at time of entry, Owner shall leave a written statement or notice in an alternative format as to the date, time, and purpose of such entry.
- C. **Failure to allow Owner or its independent contractors entry into the Unit for any of the reasons indicated in paragraph 7 herein shall be cause for termination of the Lease.**

9. RESERVED

10. NOTICES

A. Owner Notices to Tenant

Any notice required by the Lease including, but not limited to, Lease Termination Notice, shall be in writing or alternative requested format, personally delivered to the Tenant, or adult member of the Household, or posted at the Unit by Owner or an officer of the court, or sent via first-class mail.

B. Tenant's Notice to Owner

All Tenant notices to Owner shall be in writing or alternative format hand-delivered to the Owner management office, or sent via first-class mail, postage pre-paid, and properly addressed. Tenant shall give Owner thirty (30) days' notice, as prescribed above, of Tenant's intent to vacate the Unit.

C. Notice to Person with a Disability

If the Tenant is Person with a Disability, all notices must be in an accessible format.

11. ABANDONMENT

Owner will consider a Unit to be abandoned when a Tenant:

- A. Vacates the Unit without notice to the site manager;
- B. Fails to pay current monthly rent; and
- C. Removes most or all personal property from the Unit. Any property left on the Premises shall be considered abandoned and may be disposed of by Owner according to law.

Owner will send a certified notice to the Tenant's last known address informing the Tenant that:

- (a) Tenant has ten (10) days to contact the Manager regarding the Tenant's intent to remove any personal property remaining at the leased premises, and
- (b) Tenant shall be required to pay the costs related to the removal or storage of the personal property retrieved by the Tenant between the expiration of ten (10) days but before the expiration of thirty (30) days.

If abandonment is pursuant to a writ of order of possession, Owner has no obligation to the above and will consider Tenant to have complied with the order to vacate. Owner will immediately dispose of all property remaining in the unit and has no obligation to send any further notice to Tenant.

12. RESERVED

13. CONFLICTS

In the event any inconsistencies between the terms of the Lease and the terms of the House Rules, the terms of the House Rules shall prevail. In the event of any inconsistencies between the terms of the House Rules and 24 CFR § Part 966, 24 CFR § Part 966 shall prevail.

Exhibit A
House Rules Addendum for PBRA Conversions

[To be attached]