

# **HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

## **INVITATION FOR BID**

**IFB # 300-04-13**

**Asphalt Replacement at Bedford**

**RESPONSES DUE:**

**Friday, May 10, 2013 at 2:00 pm**

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**INVITATION FOR BIDS  
for  
Asphalt Replacement at Bedford**

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**Any bid or proposal received from a contractor that does not contain such certification and back-up documentation supporting the MBE/WBE and Section 3 participation plans acceptable to HACP may be deemed non-responsive.**

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**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
INVITATION FOR BIDS  
for**

**Asphalt Replacement at Bedford  
IFB # 300-04-13**

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**PART 1 - SCOPE OF WORK, INSTRUCTIONS, AND CONDITIONS**

SCOPE OF WORK; DEVELOPMENTS: IFB CONTENT.

I.1. **SCOPE OF WORK:** The Housing Authority of the City of Pittsburgh (hereinafter referred to as “HACP”), is a federally funded public housing agency. The Housing Authority maintains approximately 5208 units of rental housing. HACP is issuing this Invitation for Bids (“**IFB**”) for qualified and interested business firms to submit sealed bids to provide the services and other related work requested by HACP in accordance with Attachment 1 and 2, titled “Bid Sheet and “Specifications”.

I.2. **CONTENT OF IFB:** This IFB consists of this document and Attachment Nos. 1 - 17, which are attached hereto and incorporated herein.

**II. INSTRUCTIONS TO BIDDERS:**

II.A. **ISSUE DATE:** April 21, 2013

II.1. **SUBMISSION DEADLINE:** Bids must be received by **2:00 p.m. Eastern Time on Friday, May 10, 2013**. It is the bidder’s responsibility to ensure that the bid is delivered prior to the designated time and date. Bids which for any reason are not delivered within the deadline will not be considered and will be returned unopened.

II.2. **PLACE OF SUBMISSION:** The original signed bid sheet and all supporting documents and required information, must be executed and submitted in a sealed envelope. The face of the envelope shall be clearly marked with the words **Bid Documents**, the **IFB number**, any **project title** or other identifying number and the **bidder’s name**. Offers by telegram, telephone, or telecopier, and fax will not be accepted by HACP.

Submit bids to:

Kim Detrick – Procurement Director/Contracting Officer  
Procurement Department  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
412-456-5007 (Fax) (For Questions only)  
[Kim.Detrick@hacp.org](mailto:Kim.Detrick@hacp.org) (For Questions only)

II.3. **PRE-BID MEETING:** A non-mandatory pre-bid meeting will be held during which prospective bidders will have an opportunity to ask questions concerning this IFB. Prospective attendees are asked to be prompt.

**A pre-bid meeting will be held on Thursday, May 2, 2013, at 2:00 P.M.**

Procurement Department.  
100 Ross Street, 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

II.4. **BID OPENING DATE:** **Friday, May 10, 2013 at 2:00 P.M.**

Procurement Department.  
100 Ross Street, 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

All interested parties are encouraged to attend the bid opening.

II.5. **INQUIRIES:** Any prospective bidder who has questions regarding this IFB or desires an explanation or interpretation of any part of the solicitation, statement of work, and specifications, etc., must request it in writing to HACP at the address noted in Paragraph II.2 above. Such questions and requests for interpretations must be received by HACP no later than **Friday, May 3, 2013 at 2:00 P.M.** Inquiries must reference the IFB number and title, and the date for receipt of bids.

- (b) No oral explanation or interpretation will be provided to any bidder. No interpretations shall be considered binding on HACP unless provided in writing by HACP.
- (c) Any information provided to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum or amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. Addenda and amendments will also be on file in the offices of HACP at least seven (7) days before the closing date. All bidders will be bound by such addenda or amendments, whether or not they are received by the bidders. HACP reserves the right to issue addenda or amendments on its own, irrespective of whether questions or requests for interpretations were received from prospective bidders.
- (d) Any information obtained by, or provided to, any bidder other than by formal HACP addenda or amendments to the solicitation shall not constitute a change to the solicitation.

II.6. **BID PREPARATION:** (a) Bidders are expected to examine all IFB documents including the instructions, required certifications, specifications, product descriptions and contract terms and conditions. Failure to do so will be at the bidder's risk.

(b) All bids must be submitted on the bid forms provided by HACP. If such forms are provided, they shall be marked as an attachment and included as part of the IFB. (See Attachment 1)

(c) Each bidder shall furnish all the information required by the solicitation and complete all required certifications and other documents. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "NO BID" in the space provided for any item on which no price is submitted, or otherwise clearly indicate which items on which bids are provided if no particular format is provided by HACP. (See Attachment 1)

(d) Bidders must include evidence of their capacity to be legally bound by contract such as a copy of a valid certificate of incorporation or organization from the appropriate government agency of the State in which the bidder is incorporated or organized.

**II.7. EXECUTION OF BID:** The original bid which must contain a manual original signature of an authorized representative of the bidder and accompanied by evidence of that agent's authority. All corrections or erasure made on the bid must be initialed by the authorized representative of the bidder who signed the bid. The bidder's legal company name must appear on the cover sheet. The bid must include all documents, materials and information required herein. (Bidders should retain an additional copy for their records).

**II.8. CONFIDENTIALITY:** All bids received shall remain unopened and held confidential until the date and time of the public opening of bids. Bidders are advised that bids received by HACP shall be included as part of the official contract file. Therefore, any part of the bid that is not considered privileged under any applicable Federal, State or local law shall be open to public inspection. The provisions of applicable Federal, State and local laws shall govern the confidentiality of bids notwithstanding anything contrary to this provision stated in the bid.

**II.9. TIME AND ORDER OF WORK:** The successful bidder and HACP shall agree upon a schedule of time and order of work to ensure prompt completion of the services to be provided. HACP shall issue a Notice to Proceed to the successful bidder before work may commence. The successful bidder must agree to complete and be capable of completing all work required by the agreed upon completion dates. Failure of the successful bidder to adhere to the agreed schedule and completion dates shall be a material breach of the contract.

**II.10. COST OF PREPARATION OF BID:** All costs incurred, directly or indirectly, by the bidder in responding to or inquiring about this IFB, including, travel, preparation, communication, consultation, design, submission, and miscellaneous expenses, shall be the sole responsibility of the bidder and shall be borne by the bidder. HACP will not reimburse the bidder for said cost.

**II.11. PRICING INFORMATION:** All bidders are required to submit their firm-fixed price for providing the goods or services requested under this IFB in accordance with Attachment 1, titled "BID SHEET." Bidders shall also execute the affidavit of non-collusion contained in Attachment 3.

**II.12. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BIDS:**

**II.12.1.** Any bid received by HACP after the exact time specified for receipt of bids will not be considered.

**II.12.2.** The only acceptable evidence to establish the time of receipt at HACP is the time/date stamp of HACP on the bid wrapper or other documentary evidence of receipt maintained by HACP.

**II.12.3.** Any modification of a bid is subject to the same conditions as in Paragraph II.12.1 of this provision.

**II.12.4.** Notwithstanding Paragraph II.12.1 of this provision, a late modification of an otherwise successful bid that make its terms more favorable to HACP will be considered at any time it is received and may be accepted.

**II.12.5.** Bids may be withdrawn by written notice, prior to award. A bid may be withdrawn in person by a bidder or its authorized representative if, before the award, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**II.13. RESPONSIBILITY OF BIDDER:** (a) HACP will award contracts only to responsible bidders who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, HACP will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including computer and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the HACP to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder ineligible for award.

II.14. **REFERENCES:** The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

II.15. **BID GUARANTEE:** *[Applicable only if box is marked.]*

( ) All bids must be accompanied by a negotiable bid guarantee which shall not be less than five (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company that meets the requirements set forth in Paragraph II.16 below and licensed to do business in the State of Pennsylvania. Certified checks must be made payable to HACP. Failure to submit a guarantee with the bid shall result in rejection of the bid. Bid guarantees submitted by unsuccessful bidders shall be returned to such bidders as soon as practicable after bid opening. *[Applicable only if box is marked.]*

(XX) No Bonding Requirement

II.16. **ASSURANCES OF COMPLETION:** The bid package must include evidence of the bidder's ability to provide any item marked below if awarded the contract. *[Applicable only if box(es) below is/are marked.]*

( ) Fraud protection, employee dishonesty, and/or fidelity bond coverage in amounts of not less than \$\_\_\_\_\_.

( ) Performance bond in a penal sum of one-hundred percent (100%) of the contract price.

( ) Payment bond in a penal sum of one-hundred percent (100%) of the contract price.

(XX) No Bonding Requirement

All bonds required in this Paragraph II.19 must be submitted to HACP within ten (10) days after notice of contract award but prior to contract execution. Bonds must be obtained from surety companies acceptable to the U.S. Government and authorized to do business in the State of Pennsylvania. Individual sureties will not be considered. U.S. Department of Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing this contract and only such companies shall be accepted by HACP. Each bond shall clearly state the rate of premium and the total amount of the premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall

not precede the date of the bond. The effective date of the performance or payment bond shall be on or after the execution date of the contract. Failure of the successful bidder to obtain the required assurance of completion within the time specified shall render the bidder ineligible for award.

**II.17. INSURANCE:** The bid package must include evidence of the bidder's ability to provide Worker's Compensation Insurance; General Liability Insurance; and Comprehensive Automobile Liability Insurance coverage, as set forth in Part 3, Paragraph 26 below. Such insurance shall be procured from a company licensed to do business in the State of Pennsylvania and placed with a carrier possessing an A.M. Best's Rating of B+VI or better, and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy. HACP will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non contributory basis and the policy must provide that coverage cannot be canceled without notice to HACP at least thirty (30) days before the effective date of such cancellation.

**II.18.1. PROOF OF INSURANCE.** Within ten (10) days of the date of the bid opening, the successful bidder shall furnish to HACP a certified copy of the policy or policies covering all work as required in the contract, as evidence that the insurance required is maintained and in force for the entire duration of the contract. The Housing Authority must be listed as an additional insured on the general liability insurance and such coverage shall be on a primary and non contributory basis. HACP may, at its sole discretion, immediately cancel the contract award without prior notice to the successful bidder upon any failure to submit any of the required Certificates of Insurance or any other document required under the IFB within established deadlines. Any and all existing agreements between HACP and the successful bidder shall immediately become null and void upon such cancellation without liability to such bidder.

**II.19. CONTRACT AWARD:** The Housing Authority expressly reserves the right to award a bid in part or in total to the contractor or contractors who submit(s) the lowest responsible bid(s) which is(are) most advantageous to this Authority. Bids will be awarded on the basis of the contractor who submits the lowest responsible bid that is most advantageous to this Authority. By reserving this right, Contractors expressly understand that the Authority may award to multiple contractors in broken increments. In addition HACP reserves the right to take any of the following actions without liability to any bidder:

(1) HACP may: (a) reject any and all bids received; (b) waive any minor irregularities or technicalities in bids received; (c) make a single award or multiple awards to more than one (1) bidder for performance of all or any combination of the items delineated in Attachment 1; (d) accept any item or combination of items bid unless precluded elsewhere in the solicitation; (e) amend this solicitation as permitted by applicable law at any time during the solicitation process; or (f) cancel this solicitation in its entirety or any portion thereof at anytime during the solicitation process including after award. HACP's reservation of rights shall in no way affect the formation of a contract upon written notice of award by HACP to the successful bidder(s). If multiple awards are made, the intent shall be to make awards, which at the sole determination of HACP, are in its best interest, based on HACP's needs and requirements. HACP makes no guarantees as to amount of award, if any.

(2) HACP may reject any bid as unacceptable if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

**II.20. FORM OF AWARD:** (a) By submission of a bid, the bidder agrees to be bound by the terms and conditions of this IFB and further agrees if it is issued a written notice of award, to be bound by a contract the provisions of which shall be substantially the same terms and conditions of this IFB and the terms and conditions of the successful bid(s) that are acceptable to HACP. Acceptance of the bidder's offer to perform the services specified herein will be made by written notice of award to the successful bidder which shall constitute a binding contract between the parties without further action by either party, unless the solicitation or contract award is otherwise canceled by HACP as provided in this IFB. Bidders are not entitled to rely on any representations by any employee, member, officer, or representative of

HACP concerning the contract award until written notice of award is provided by HACP. Bidders are advised that the contract documents may include any and all terms and conditions required by HUD for a contract of this type and nature.

(b) Bidders are advised that the, contract award, contract documents, and payment may be subject to HUD approval, and withholding of contract approval by HUD shall immediately nullify the contract without liability by either party to the other, irrespective of whether the contract was executed by any one or both parties thereto. If HACP issued a written Notice-to-Proceed to the successful bidder prior to contract nullification, the successful bidder shall be equitably compensated for any work performed and accepted by HACP pursuant to such Notice-to-Proceed up to the date of contract nullification.

**II.21. TERM OF CONTRACT:** The contract(s) resulting from this IFB shall provide for an term of 6 months. The contract term shall commence on the date specified in the Agreement issued by the HACP.

**II.22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:**

II.22.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act 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.

II.22.2 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.

II.22.3 The contractor agrees to send 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.

II.22.4 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.

II.22.5 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.

II.22.6 Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



II.22.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Roxanne Thomas, Section 3 Liaison, by e-mail at [Roxanne.Thomas@hacp.org](mailto:Roxanne.Thomas@hacp.org) or by contacting her at Housing Authority of the City of Pittsburgh, 1205 Liverpool Street, Pittsburgh PA 15233, telephone (412) 456-5000 ext. 1034 or ext 1048. Please complete **Attachment 16** and include in your bid.

### **RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE**

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

*\*\*A copy of HACP's Section 3 Program Manual is available for download at [www.HACP.org](http://www.HACP.org)*

**Any bid or proposal received from a contractor that does not contain such Section 3 certification and back-up documentation acceptable to HACP shall be deemed non-responsive by HACP.**

### **II.22A. EQUAL OPPORTUNITY AND SUBCONTRACTING WITH MINORITY FIRMS AND WOMEN-OWNED BUSINESS ENTERPRISES:**

#### **II.22A.4.1. Minority and Women Business Participation Plan**

*HACP MBE and WBE Goals.* It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a

member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female."

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

If you have any questions regarding the HACP MBE/WBE goals please contact Mr. Kim Detrick, Procurement Director, by e-mail at [Kim.Detrick@hacp.org](mailto:Kim.Detrick@hacp.org) or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, 2<sup>nd</sup> Floor, Suite 200 Pittsburgh PA 15219, or by telephone (412) 456-5116 opt. 1. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment 17** and include with your bid. Bids must also include copies of MBE and/or WBE certification AND signed commitment letters (sample included as Attachment 14) for each MBE/WBE firm identified.

II.22A.4.2 In accordance with Executive Order 11246 as more fully set forth in Part III, Section 34(c)(viii) below, prior to contract award, the successful bidder may be required to submit information demonstrating, the number of persons employed within the company, the job classification of the employees and identify the race and sex of the employees, as part of determining the responsibility of the successful bidder.

II.22A.4.3. In addition to the foregoing requirements, bidders should take the following steps to ensure that whenever possible, subcontracts are awarded to MBEs and WBEs such as the following:

- (i) Placing qualified MBEs, WBEs and small businesses on solicitation lists;
- (ii) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs, WBEs and small businesses;
- (iii) Establishing delivery schedules where possible, in a manner which encourages participation by MBEs, WBEs and small businesses; and
- (iv) Using the services and assistance of the United States Small Business Administration, the Minority Business Development Agency of the United States Department of Commerce, the Housing Authority of Pittsburgh City Office of Fair Housing and Equal Opportunity ("FH&EO"), EOCO, the local minority assistance organizations, and the various State and local government small business agencies. Contact EOCO for a directory of MBEs and WBEs certified by EOCO.

## **II.23. SERVICE OF PROTEST:**

**II.23.1. Definitions:** As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

**II.23.2. Filing of Protest:** An interested party, as hereinabove described, must serve a notice of protest relevant to this IFB concerning any allowable matter by which such person may be aggrieved, if any, in accordance with the administrative remedy in HACP's Procedures for Procurement and Contracting as follows:

(a) **Submission:** The interested party shall file a written complaint with the Contracting Officer, in such time as to be received by HACP prior to the due date for receipt of proposals or if the protest is against the contract award, within seven (7) days after such party's receipt of the notice of contract award.

(b) **Place of Filing:** The complaint shall be served on the Contracting Officer at: Housing Authority of the City of Pittsburgh, 200 Ross Street, 7<sup>th</sup> Floor, Legal Department, Pittsburgh, Pennsylvania 15219.

(c) **Content of Complaint:** The complaint shall contain, at the least, the following information:

- (i) The name and address of the party and the HACP solicitation number;
- (ii) A statement of when the dispute arose;
- (iii) A statement of the reasons for the dispute and the facts that form the basis of the complaint;
- (iv) Supporting exhibits, evidence, or documents to substantiate any arguments; and
- (v) A statement of the type of relief sought.

(d) **Resolution:** The Contracting Officer may request such other information pertaining to the matter as deemed appropriate. The Contracting Officer shall conduct such investigation as appropriate and notify the bidder of the decision in writing within a reasonable time. Nothing herein stated shall be construed as to require the Contracting Officer to delay award of a contract pending the resolution of a protest.

**II.24. SUPPLEMENTAL CONDITION:** HACP reserves the right to delete any scheduled item and/or reduce or increase the quantity of any scheduled item as deemed necessary by HACP. All matters and issues related to this IFB shall be governed by the procurement principles set forth in the United States Department of Housing and Urban Development ("hereinafter referred to as "HUD") handbook titled Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-1, (1/93); and the Statement on Procurement Policy for the Housing Authority of Pittsburgh City.

**III. SPECIAL CONDITIONS AND INSTRUCTIONS.**

**III.1. Frequency and Locations of Work:** To be determined solely by HACP.

**III.2. Method of Purchasing:** No purchase order can be issued until such time as the successful Bidder(s) has been formally awarded the contract and completely executed all necessary contract documents. All purchase orders will incorporate the contract terms and conditions of this IFB and shall state the following:

- a. Name and location of work to be done
- b. Type of material to be supplied
- c. Invoicing instructions
- d. Release number

III.3. Quantities: Any quantities provided herein are estimated/given for information and bidding purposes. HACP makes no guarantees as to any purchase.

III.4. Bid Price: **All costs necessary and incidental to furnishing the services requested in this IFB must be reflected in the Bidder's unit price bid as shown on Attachment 1**, except as may otherwise be directed therein. The contractor shall pass through to HACP any and all discounts, markdowns, price-cuts, rebates, concessions, and fee/tax waivers received by the contractor in connection with the proposed contract during the contract term. The contractor agrees to amend the contract price or fees charged by the contract to reflect the reduction resulting from such discounts, markdowns, price-cuts, rebates, concessions, and fee/tax waivers.

III.5.1. Caveat: Prospective bidders are advised as follows:

a. No bidder will be allowed to offer more than one price on each item even though such bidder may feel that it has two or more types that will meet specifications. If said bidder should submit more than one price on any item, all prices for that item will be rejected at the discretion of HACP.

b. To better insure fair competition and to permit a determination of the lowest responsive and responsible bidder, bids may be rejected if they show any irregularities, conditions, non-conformities or are unbalanced.

c. All work under the contract shall conform in all respects with specifications, descriptions, samples and/or data as submitted and accepted as a basis for the award.

**[End of Part I]**

**PART 2**  
**REPRESENTATION AND CERTIFICATIONS OF BIDDERS**

**(To be completed by the bidder and included in the bid package.)**

As used herein, the word “bidder” refers to bidders in a sealed bid solicitation and responders or offeror’s in a negotiated solicitation including requests for proposals and requests for qualifications. The term “IFB” refers to invitations for bids, requests for proposals, and requests for qualifications. “Bid” refers to bids submitted in response to a sealed bid solicitation and proposals, offers or responses submitted pursuant to a negotiated solicitation. If the bidder deletes or modifies any part of the certifications required hereunder, the bidder must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

**A. Certificate of Independent Price Determination**

1. The bidder certifies that:
  - a. The prices in this bid have been determined independently by the bidder without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
  - b. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before: (i) 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
  - c. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
2. Each signature on the bid is considered to be a certification by the signatory that the signatory:
  - a. Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory and the bidder have not participated and will not participate in any action contrary to subparagraphs 1.a through 1.c above; or
  - b. Has been authorized, in writing, to act as agent for the principals listed below in certifying, and does hereby certify that those principals have not participated, and will not participate in any action contrary to subparagraphs 1.a through 1.c above.

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

\_\_\_\_\_  
[Insert full name and job title of person(s) in the bidder's organization responsible for determining the prices offered in this bid]

**B. Affidavit of Non-collusion**

1. Each bidder shall execute an affidavit, as provided in Attachment 3 to this IFB, to the effect that the bidder has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with the bid, such successful bidder must submit it within three (3) business days of bid opening or within three (3) days of notification from HACP in the case of negotiated solicitations. Failure to submit the affidavit by that date may render the bid or bid nonresponsive. No contract award will be made without a properly executed affidavit.

2. The bidder represents that a fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

**C. Contingent Fee Representation and Agreement**

1. Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence. "Improper influence" means any influence that induces or tends to induce a HACP employee or officer to give consideration or to act regarding a HACP contract on any basis other than the merits of the matter.

2. The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

a. [ ] has, [ ] has not employed or retained any person or company to solicit or obtain the contract proposed under this solicitation; and

b. [ ] 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 the contract proposed under this solicitation.

3. If the answer to either Paragraph C.2.a or Paragraph C.2.b above is affirmative, the bidder shall make an immediate and full written disclosure to the HACP Contracting Officer.

4. Any misrepresentation by the bidder shall give HACP the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy authorized specifically in the contract or by law.

**D. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

1. The definitions and prohibitions contained in Section 1352 of Title 31, United States Code, are hereby incorporated by reference in Paragraph 2 of this certification.

2. The bidder, by signing its bid, hereby certifies to the best of the bidder's knowledge and belief that:

a. No Federal appropriated or other 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 on the bidder's behalf in connection with the awarding of a contract resulting from this solicitation;

b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on the bidder's behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB Standard Form LLL, "Disclosure of Lobbying Activities;" and

c. The bidder will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**E. Conflict of Interest Certification**

1. Each bidder shall make a certification that to the best of its knowledge and belief and except as otherwise disclosed, such bidder does not have any conflicts of interest as is defined in Attachment 4 to the IFB. If the successful bidder did not submit the affidavit with the bid, such successful bidder must submit it within three (3) business days of bid opening or within three days of notification from HACP in the case of negotiated solicitations. Failure to submit the certification by that date may render the bid nonresponsive. No contract award will be made without a properly executed certification.

2. The bidder represents that a fully executed "Conflicts of Interest Certification," Attachment 4 [ ] is, [ ] is not included with the bid.

**F. Bidder's Certification of Eligibility**

1. By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm, which has an interest in the bidder's firm is ineligible to:

a. Be awarded contracts by any agency of the United States Government, HUD, or the State of Pennsylvania; or,

b. Participate in HUD programs pursuant to 24 CFR Part 24.

2. To that effect, bidders shall submit a certification that the firm and its principals are not debarred, suspended or otherwise prohibited from professional practice by a Federal, state or local agency or excluded from participation in this contract, by completing and submitting Attachment 6 hereto, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The certification in Attachment 4 to the IFB and Paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

3. The bidder represents that a fully executed "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion," Attachment 6 [ ] is, [ ] is not included with the bid.

**G. Resident-Owned Business and Section 3 Business Concern Representation**

1. The bidder represents and certifies as part of its bid that it: [ ] is, [ ] is not a resident-owned business concern.

a. A resident-owned business is defined as any business concern, which is owned and controlled by public housing residents. (The term "Resident-owned Business" includes sole proprietorships.) For these purposes, "owned and controlled" means a business:

(i) Which is at least fifty-one percent (51%) owned by one or more public housing residents; and

(ii) The management and daily business operations of which are controlled by one or more such individuals.

b. All securities which constitute ownership or control of a corporation for purposes of establishing the business as a resident-owned business shall be held directly by the public housing residents. No securities held in trust, or by any guardian for a minor, shall be considered as held by the public housing resident in determining the ownership or control of a corporation.

2. The bidder represents and certifies as part of its bid that it: [ ] is, [ ] is not a Section 3 business concern.

a. "Section 3" means Section 3 of the Housing and Urban Development Act of 1968.

b. A Section 3 business concern means a business concern:

(i) That is fifty-one percent (51%) or more owned by Section 3 residents; or

(ii) The permanent, full-time employees of which include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or

(iii) That provides evidence of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs G.2.b.(i) or G.2.b.(ii) above.

c. See Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u, and its implementing regulations at 24 C.F.R. Part 135 et. seq. for additional information.

## **H. Certification of Non-Segregated Facilities**

1. The bidder's attention is called to Part 3, Paragraph 28 of the IFB, titled "Non Discrimination and Equal Opportunity Requirements."

2. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

3. By submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its



employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract and grounds for terminating the contract.

4. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts, which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- a. Obtain identical certifications from the proposed subcontractors;
- b. Retain the certifications in its files; and
- c. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**“NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**

A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in bids or bids is prescribed in 18 U.S.C. 1001.”

**I. Clean Air and Water Certification (for contracts over \$25,000)**

1. The bidder certifies that:
  - a. Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities or on any other list of violating facilities by any other governing body having jurisdiction over such facility:
  - b. The bidder will immediately notify the HACP Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, or any other governing body having jurisdiction over such facility, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities or such other lists; and,
  - c. The bidder will include a certification substantially the same as this certification, including this Paragraph 3, in every nonexempt subcontract.

**J. MINIMUM BID ACCEPTANCE PERIOD:**

1. "Acceptance period," as used in this provision, means the number of calendar days available to HACP for awarding a contract from the date specified in this solicitation for receipt of bids.

2. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

3. For this solicitation, HACP requires a minimum bid acceptance period of ninety (90) days calendar days.

4. In the space provided immediately below, bidders may specify a longer acceptance period than HACP's minimum requirement. The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

5. A bid allowing less than HACP's minimum acceptance period for this solicitation will be rejected.

6. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (a) the acceptance period stated in paragraph (3) above or (b) any longer acceptance period stated in paragraph (4) above.

**K. Bidder's Signature:**

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

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bidder)

\_\_\_\_\_  
(Name and Title of Authorized Official of Bidder)

\_\_\_\_\_  
(Signature of Authorized Official of Bidder)      Date

## CONTRACT

(Shaded areas of the contract and Contract Exhibits must be filled out, signed and the contract returned with bid)

**CONTRACT**  
**Asphalt Replacement at Bedford**

This Agreement is made as of \_\_\_\_\_ between HOUSING AUTHORITY OF THE CITY OF PITTSBURGH, 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 ("**Authority**"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ ("**Contractor**").

WHEREAS, Authority desires to engage Contractor to perform the following provide Asphalt Replacement at Bedford, 2305 Bedford Ave. Pittsburgh, PA 15219.

WHEREAS, Contractor desires to perform the following provide Asphalt Replacement at Bedford, 2305 Bedford Ave. Pittsburgh, PA 15219.

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

**1. Engagement.**

(a) Authority hereby engages Contractor to perform the work set forth on **Exhibit A** (the "**Services**").

(b) Contractor hereby accepts such engagement and covenants that Contractor 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 Authority and Contractor. It is understood that the Contractor's Services shall be rendered at such times and places as directed by Authority.

**2. Contractor Conflicts.** Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to Authority 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 Authority, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor 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 Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof.



will deliver to Authority 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 Authority.

**7. Termination.**

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

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

(a) A material breach of this Agreement by Contractor;

(b) Contractor or Contractor's employees engaging in conduct materially injurious to the Authority 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) Contractor's continuing refusal to substantially perform the Services;

(d) Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or

(e) Contractor files a petition in bankruptcy or such petition is filed against Contractor.

Authority 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) Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by Authority. Authority may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

**8. Minority/Women Participation.** Contractor 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, Contractor shall take all necessary steps in accordance with 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. Contractor 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 Contractor to carry out the requirements set forth in 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 Authority, 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 Authority. 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 Authority.

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 bid, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

1. cancel, terminate or suspend the contract in whole or in part
2. recover from the Contractor, 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 contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP would sustain in the event of such a breach
3. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

**9. Acceptance of the Services.** Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

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

**11. Representation and Warranties of Contractor.**

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

(b) Contractor warrants good title to all materials, supplies and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon, free from any claims, liens or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

(c) Contractor or Supplier is prohibited from placing a lien on Authority property.

(d) Contractor warrants to Authority for one year after completion of the scope of services set forth in Exhibit A that the work performed will be free from any defect in materials supplied by Contractor or workmanship and will provide any repairs required to correct any defect free of charge.

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

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

**14. Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority 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 Contractor under this Agreement.



**15. Inspections; Work Product.** Pursuant to 24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to Authority, 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 Contractor 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 Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

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

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

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

**18. Disputes.** All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (c) The Contracting Officer's decision shall be final unless the Contractor
  - 1) Appeals in writing to a higher level in the Authority in accordance with the Authority's policy and procedures;
  - 2) Refers the appeal to an independent mediator or arbitrator; or

- 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

**19. Liquidated Damages.** If the Contractor fails to complete the work within the time specified in the contract, or any extension authorized by the Authority, the Contractor shall pay to the Authority as liquidated damages, the sum of \$50.00 for each day of delay.

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

If to Authority:      Housing Authority of the City of Pittsburgh  
Jeff Slater (or Jack Owens)  
201 Kirkpatrick Street  
Pittsburgh, PA 15219  
Phone: 412-456-5000  
[Jeffrey.Slater@hacp.org](mailto:Jeffrey.Slater@hacp.org)  
[Jack.Owens@hacp.org](mailto:Jack.Owens@hacp.org)

With a copy to:      Housing Authority of the City of Pittsburgh  
100 Ross St. 2<sup>nd</sup> Fl. Suite 200  
Pittsburgh, PA 15219  
Attn.: Kim Detrick, Procurement Director

If to Contractor:      Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email \_\_\_\_\_

**21. Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority 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)
- (d) Conflict of Interest (Exhibit F)

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE OF  
CONTRACT**

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

HOUSING AUTHORITY OF THE CITY  
OF PITTSBURGH

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

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Vendor Name (Insert vendor company name above)

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

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

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

## EXHIBIT A

### **Scope of Work**

Remove existing asphalt from terrace areas and parking lot 1,661.4 square foot  
Prep for Asphalt to install Asphalt  
Install 6" stone base, 3" binder course and 2" topping 44,848 square foot

Contractor to measure all areas for price  
Form all terraces around existing trees  
Clean site daily  
Seal all existing areas and joints

EXHIBIT B

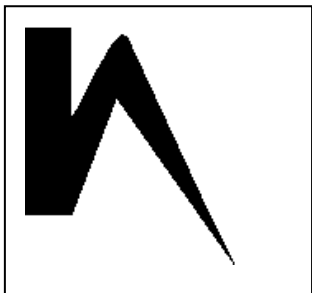
**FEE SCHEDULE**

Authority shall compensate Contractor for the Services as follows:

*Attachment 1, Bid Sheet of IFB #300-04-13 to be incorporated here*

## **LIST OF ATTACHMENTS**

<b>ATTACHMENT 1</b>	<b>BID SHEET</b>
<b>ATTACHMENT 2</b>	<b>TECHNICAL SPECIFICATIONS</b>
<b>ATTACHMENT 3</b>	<b>FEE CERTIFICATION AND AFFIDAVIT OF NON-COLLUSION</b>
<b>ATTACHMENT 3A</b>	<b>AUTHORIZATION OF BIDDER/OFFEROR VERIFICATION OF REFERENCES</b>
<b>ATTACHMENT 4</b>	<b>HACP CONFLICT OF INTEREST STATEMENT</b>
<b>ATTACHMENT 5</b>	<b>CERTIFICATION REGARDING LOBBYING</b>
<b>ATTACHMENT 6</b>	<b>DISCLOSURE OF LOBBYING ACTIVITIES</b>
<b>ATTACHMENT 7</b>	<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION</b>
<b>ATTACHMENT 8</b>	<b>REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (FORM W-9)</b>
<b>ATTACHMENT 9</b>	<b>FORM HUD-5369 INSTRUCTIONS TO BIDDERS</b>
<b>ATTACHMENT 10</b>	<b>FORM HUD-5369-C CERTIFICATION AND REPRESENTATIONS OF OFFERORS NON- CONSTRUCTION</b>
<b>ATTACHMENT 11</b>	<b>FORM HUD-5370-C GENERAL CONDITIONS NON-CONSTRUCTION CONTRACTS</b>
<b>ATTACHMENT 12</b>	<b>SUPPLEMENTAL GENERAL CONDITIONS</b>
<b>ATTACHMENT 13</b>	<b>PREVIOUS RELATED EXPERIENCE</b>
<b>ATTACHMENT 14</b>	<b>SAMPLE MBE/WBE LETTER OF INTENT</b>
<b>ATTACHMENT 15</b>	<b>SECTION 3 OPORTUNITIES PLAN</b>
<b>ATTACHMENT 16</b>	<b>MBE/WBE PARTICIPATION PLAN</b>
<b>ATTACHMENT 17</b>	<b>FIRM DEMOGRAPHICS</b>



**ATTACHMENT 1**  
**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**  
**INVITES YOU TO BID ON**  
**IFB# 300-04-13**  
**Asphalt Replacement at Bedford Dwelling**

DIRECT ALL BIDS, CORRESPONDENCE AND INQUIRIES TO HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Kim Detrick

Procurement Director

PROCUREMENT DEPARTMENT

100 ROSS ST. 2<sup>ND</sup> FL Suite 200

PITTSBURGH PA 15219

PHONE: 412-456-5116 OPT 1 FAX: 412-456-5007

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**BID ISSUE DATE:** April 21, 2013

**BID OPENING DATE:** \_\_\_\_\_

THIS BID MUST BE RETURNED BY SPECIFIED DATE AND SUBMITTED IN WRITING ON FORM BELOW DELIVERY WILL BE TO: Kim Detrick, 100 Ross Street, 2<sup>nd</sup> Floor, Pittsburgh, PA 15219

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*NOTE: BIDS WILL BE AWARDED ON THE BASIS OF THE CONTRACTOR WHO SUBMITS THE LOWEST RESPONSIBLE BID WHICH IS MOST ADVANTAGEOUS TO THIS AUTHORITY. THE HOUSING AUTHORITY EXPRESSLY RESERVES THE RIGHT TO AWARD A BID IN PART OR IN TOTAL TO THE CONTRACTOR OR CONTRACTORS WHO SUBMIT (S) THE LOWEST RESPONSIBLE BID(S) WHICH IS (ARE) MOST ADVANTAGEOUS TO THIS AUTHORITY. BY RESERVING THIS RIGHT, CONTRACTORS EXPRESSLY UNDERSTAND THAT THE AUTHORITY MAY AWARD BIDS BASED ON DIFFERENT QUANTITIES AND/ OR UNITS OF MEASUREMENT.*

**The Award is based on the lowest average bid:**

**Total Cost: \$** \_\_\_\_\_

**Total Cost: \$** \_\_\_\_\_  
(total cost in words)

Printed name of Person Quoting Prices: \_\_\_\_\_

SIGNATURE OF PERSON QUOTING PRICES: \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## **ATTACHMENT 2**

### **TECHNICAL SPECIFICATIONS**

Remove existing asphalt from terrace areas and parking lot 1,661.4 square foot  
Prep for Asphalt to install Asphalt  
Install 6" stone base, 3" binder course and 2" topping 44,848 square foot

Contractor to measure all areas for price  
Form all terraces around existing trees  
Clean site daily  
Seal all existing areas and joints

### **ATTACHMENT 3**

#### **FEE CERTIFICATION AND AFFIDAVIT OF NON-COLLUSION**

By signing below, the undersigned official of the bidder hereby certifies and affirms under penalties of perjury that: (a) costs, prices and/or fees and services stated in this bid are made without prior agreement, understanding, or connection with any corporation, firm or person submitting a bid for the same services, and are fair and without fraud; (b) that the bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from submitting a bid, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication with any person to fix the bid price or any element of the bid, or to secure any advantage against HABC or any person; (c) that the bidder agrees to be bound by all conditions of this bid and (d) that this official is authorized to sign this affidavit for the firm.

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Printed Name of Bidder

---

Name and Title of Authorized Official  
Representative or official of Bidder

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Signature of Authorized  
Representative or official of Bidder

---

Date

### ATTACHMENT 3-A

#### **AUTHORIZATION OF BIDDER / OFFEROR FOR VERIFICATION OF REFERENCES**

The undersigned bidder for Housing Authority of City of Pittsburgh Invitation for Bids Number \_\_\_\_\_ hereby authorizes and requests any and all persons, firms, corporations and/or government entities to promptly furnish any and all information requested by the Housing Authority of the City of Pittsburgh in verification of the references provided and for determining the quality and timeliness of the services provided by the Bidder. A copy of this document, after execution by the Bidder, presented by the Housing Authority of the City of Pittsburgh to any such person, firm, corporation and/or government entity shall be as valid as the original.

#### **References must be attached.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Address of Bidder

\_\_\_\_\_  
Printed Name and Title of Authorized Representative  
or Official Bidder

\_\_\_\_\_  
Signature of Authorized Representative  
or Official Bidder

\_\_\_\_\_  
Date

#### **References**

As stated in Section II.14., please submit company references. The Reference should be provided on the bidder's letterhead and must include at least the following information for each reference:

Name of Company  
Contact Person & Title  
Phone Number

## ATTACHMENT 4

### CONFLICTS OF INTEREST

I \_\_\_\_\_ ("Contractor") certifies that:

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

Date: \_\_\_\_\_, 2013

CONTRACTOR

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

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

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

## ATTACHMENT 5

### CERTIFICATION REGARDING LOBBYING

I, \_\_\_\_\_, Hereby  
Certify on (Name and Title of Authorized Official)  
Behalf of \_\_\_\_\_ that  
(Subcontractor)

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**ATTACHMENT 6**  
**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 if 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)		

## INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBY ACTIVITIES

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

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

## ATTACHMENT 7

### **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.

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Signature and Title of Authorized Official

Date



# ATTACHMENT 8

<b>W-9</b> Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give form to the          requester. Do not          send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

## Instructions to Offerors Non-Construction

### ATTACHEMENT 9

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 10

### Certifications and Representations of Offerors

#### Non-Construction Contract

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

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

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

#### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

#### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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(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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# ATTACHMENT 11

## 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. 01/31/2014)

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 Office, 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 - Conditions for All Non-Construction Contracts greater than \$100,000**

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 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

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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 C.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.

## **HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

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

\_\_\_\_\_  
Vendor Name(Insert vendor company name above)

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

### Attachment 13 Previous Related Experience - References

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

**Previous Related Experience – Last three (3) jobs**

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			



**Previous Related Experience – HACP Project**

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Attachment 14**  
**Sample M/WBE Commitment letter**

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

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

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

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

Scope of Proposed Services: \_\_\_\_\_

\_\_\_\_\_

Estimated Dollar Value: \_\_\_\_\_

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

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

### **ATTACHMENT 15 - 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).

Attachment 16 –



## SECTION 3 OPPORTUNITIES PLAN

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

**PRIME CONTRACTOR'S NAME:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ NUMBER:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ TITLE:** \_\_\_\_\_

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

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

### **[ ] Tier I – HIRING**

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

The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors.

**Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

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

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

[illegible]

**LIPH – HACP low income public housing resident**

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

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



## SECTION 3 OPPORTUNITIES PLAN

### [ ] Tier II – CONTRACTING

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

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

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

### [ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

### [ ] Tier IV – No New Hire Opportunity

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



## SECTION 3 OPPORTUNITIES PLAN

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

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

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

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

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

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

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

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 17 – MBE/WBE Participation Plan

### I. SMALL BUSINESS PARTICIPATION

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

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

### II. MINORITY BUSINESS PARTICIPATION

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

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

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

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

If “Yes”, please fill in the following chart:

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

### III. WOMEN-OWNED BUSINESS PARTICIPATION

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

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

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

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

If “Yes”, please fill in the following chart:

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

**\*\*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 18 - Firm Demographics																	
		Male								Female							Total # of American Minorities
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	
<b>Partner</b>																	
<b>Associate</b>																	
<b>Professional</b>																	
<b>Secretarial</b>																	
<b>Clerical</b>																	
<b>Other</b>																	
<b>Total</b>																	

Explain all other American Minority: \_\_\_\_\_

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