

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**REQUEST FOR PROPOSALS  
Network Engineering Services  
RFP# 200-26-12**

**Due:**  
**August 24, 2012**  
**2:00 pm**

**To: Mr. Kim Detrick  
Contract Manager  
100 Ross Street  
2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219**

## **SECTION I INTRODUCTION**

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 350 employees and services over 10,000 residents. The Authority itself maintains approximately 5208 units of rental housing; and, through its Section 8 program, funds the rental of more than approximately 5247 other units of privately owned housing.

Major operational departments include Property Management, Maintenance, Occupancy, Section 8, and Modernization & Development. Major administrative departments include Legal, Finance, Management Information Systems, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. Day to day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh seeks proposals from persons or organizations qualified to do: Network Engineering Services

The Authority is contemplating the award of a professional service contract or contracts in the form of the Sample Contract (**Attachment A**) through this solicitation process.

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

Mr. Kim Detrick – Contract Manager  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
412.456.5116, Opt 4 phone  
412.456.5007 fax  
[kim.detrick@hacp.org](mailto:kim.detrick@hacp.org)

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org)

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

August 24, 2012  
2:00 p.m.

Deadline for Submission of Proposals

Mr. Kim Detrick – Contract Manager  
Procurement Department  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

August 16, 2012  
2:00 p.m.

Pre-submission Meeting:  
Kim Detrick – Contract Manager  
Procurement Department  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

August 17, 2012  
2:00 p.m.

Deadline for the submission of written questions.

**\*\*Deadlines are subject to extension at HACP discretion and will be communicated as an addendum to this solicitation.**

## **SECTION II SCOPE OF SERVICES**

The selected offeror will be responsible for Network Engineering Services

The scope of services is specifically described below:

The selected Offeror will assign a primary technical staff member to the HACP account. This Offeror staff member should be technically competent to perform most of the tasks required. The Offeror staff member should also have access to other Offeror staff when needed to assist with or perform tasks where primary staff member is not available or when the tasks to be performed are outside of the primary staff member's area of expertise.

Due to the nature of the work performed, some work will necessarily be performed outside of normal business hours. Rates and cost requested in the proposal price section include costs for such hours.

A. The selected Offeror will be expected to perform the following:

1. Monitor the ongoing health and operation of the HACP network.

The HACP is in the process of migrating our network resources from e-Directory to Active Directories. E-Directory servers are physical servers running Novell Netware and OES2. Active Directory servers are virtual servers running Windows Server 2008 R2 under VMWare Hosts. When migration is complete there will be 12 Windows Servers and 3 Citrix Servers. Servers are located at 200 Ross Street, 201 Kirkpatrick Street, and 2305 Bedford Ave.

Web Servers include IIS and IIS with ColdFusion.

The network supports 250 network work stations running Windows XP. After completion of the Active Directory migration HACP will begin a migration from Windows XP to Windows 7.

2. Provide emergency services as needed to maintain network operation or return the network to service after a network failure.
3. Patch and Update network operating systems and server firmware. (HACP is covered by Microsoft Enterprise Software Assurance.)
4. Take lead role and perform as directed, server configurations, installations, and upgrades. Following is a sample of the projects planned during the contract period. This is not a complete list but is intended to give the Offeror an understanding of the direction of HACP.
  - a. Migration from e-Directory to Active Directories.
  - b. Expand use of Group Policy for configuration and control of HACP infrastructure.
  - c. Define Windows 7 standard configurations for roll out.
  - d. Continue and expand server virtualization.
  - e. Evaluate and recommend strategies for BYOD implementation.

- f. Configure infrastructure support for Document Imaging and Mobile Device applications.
- 5. Perform Engineering and Design functions for HACP directed network upgrades and changes.
- 6. Research and provide feedback to HACP concerning proposed network modifications.
- 7. Review HACP network performance, effectiveness, or cost.
- 8. Create and update network documentation as appropriate. The Offeror's staff will be responsible for maintaining network documentation in a format specified by HACP Management Information Systems Management. All documentation will be submitted to HACP's Management Information Systems Department in an electronic format. All documentation is the property of HACP, who reserves all rights thereto.
- 9. Train and assist HACP staff members as directed by HACP Management Information Systems Management.

**B. Required vendor resources**

- 1. To provide the needed services the successful Offeror will have staff with current engineering level certifications for Microsoft and Citrix.
- 2. The successful Offeror will have sufficient depth of staff or established relationships to ensure that the Offeror will be able to provide ongoing and continuous service.
- 3. The selected Offeror will have a successful and ongoing support relationship with Microsoft with the right to call on Microsoft resources when needed.
- 4. The successful Offeror will have staff, or a current relationship with a subcontractor with staff able to support exiting e-Directory. Netware servers and OES2 servers during the migration to Active Directories.

The Professional Services Contract that is anticipated for use to obtain these services is included herein as **Attachment A.**

### **SECTION III GENERAL REQUIREMENTS**

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

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

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

If Offeror is not in good standing with HACP, and/or any Federal, State or Municipality this must be disclosed.

Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.

## SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment B** and *General Conditions – Non Construction* provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one (1) original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD, and one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

### **A. General Information**

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

### **B. Previous Related Experience**

1. 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 RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. 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.
4. 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.

5. Offeror should provide reference information sufficient to allow HACP to validate the Offeror's claims for service and responsiveness. Offeror should include:
  - a) Name of the business or person for whom services were performed
  - b) Name, title and telephone number of a contact person able to describe the work performed by the Offeror and substantiate the Offeror's claims performance
  - c) Describe at least one project or task successfully completed for the client
6. Offeror should provide a table of additional titles with hourly costs in the table format above. This will allow the Authority to authorize listed services from Offeror without additional procurement.

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

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

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project.
3. Offeror should state why Offeror is qualified to and capable of providing the services described in this Request for Proposals. The statement should include:
  - a) Projects or contracts where similar tasks were successfully completed
  - b) Number of technical Offeror staff members
  - c) Certifications held by staff including number of staff members with each certification
  - d) Number of customers supported by the Offeror in the Pittsburgh area
  - e) Number of customers supported by the Offeror with requirements similar to those listed in this Request for Proposals
4. Offeror should describe proposed methods and resources to provide emergency service. Description should include:
  - a) Response time
  - b) Hours of availability
  - c) Method of contact
  - d) Escalation policies
  - e) Other information that should be considered by HACP
5. Offeror should propose an Offeror staff member to serve as the primary technical contact assigned to HACP. The Offeror should include the staff member's name, technical qualifications, and certifications.



**D. Methodology**

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

**E. Certifications and Representations of Offerors**

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

**F. 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 HACP 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 shall be deemed non-responsive by HACP.**

If you have any questions regarding the HACP MBE/WBE goals please contact Mr. Kim Detrick, Contract Manager, 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, 2nd Floor, Pittsburgh PA 15219, telephone (412) 456-5116 opt.4. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include with your proposal.

**G. Section 3 Participation**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the “Act”) requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development (“HUD”), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

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

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

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

**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 A. 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)*

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contract 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, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh PA 15219, telephone (412) 456-5000 ext. 1048. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, complete **Attachment F Section 3 Opportunities Plan** and include with your proposal.

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

**H. Firm Demographics**

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

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

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

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

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

## SECTION V EVALUATION CRITERIA

### **Technical Qualifications of Proposed Staff:** **Maximum 20 points**

Ability of the Offeror to provide staff with technical experience and certification in the areas required by the Authority and stated in this Request for Proposals.

### **Depth and Sufficiency of Offeror:** **Maximum 20 points**

Sufficiency of Offeror staff or staff available to the Offeror to provide required support and assistance to the Authority on an ongoing basis. Ability of Offeror to absorb staff turnover and demand for services by other customers without materially affecting the quality of service provided to the Authority.

### **Financial Stability of Offeror:** **Maximum 15 points**

Demonstrated sound financial condition of the Offeror. Offeror must show the ability to continue to provide services for the term of the proposed contract.

### **Proposed Fee:** **Maximum 20 points**

Proposed Fees and Costs are reasonable and appropriate in relation to the technology and services requested.

### **MBE/WBE Participation** **Maximum 10 points**

Demonstrated experience and commitment of the Offeror to assist the Authority in its requirement and goals related to Minority/Women Business Participants.

### **Section 3** **Maximum 15 points**

Demonstrated commitment to assist the HACP in meeting its requirements and goals related to Section 3.

### **Deductions**

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

## **SECTION VI PROCUREMENT AND AWARD PROCESS**

Pursuant to 24 C.F.R. Section 85.36 (d)(3), Network Engineering Services and Support are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

### **A. Pre-Submission Conference**

A pre-submission conference will be conducted on **Thursday, August 16 at 2:00 p.m., at 100 Ross Street, 2<sup>nd</sup> Floor, Suite 200 Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

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

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

Each firm shall submit in writing to the Contract Manager to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Proposer will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

### **B. Amendments to Solicitation**

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

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

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

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

Mr. Kim Detrick  
Contract Manager  
Housing Authority of the City of Pittsburgh  
100 Ross Street, 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **Friday, August 24, 2012 at 2:00 p.m.**, regardless of the selected delivery mechanism.

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

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

**D. Evaluation and Award Process**

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

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

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

HACP will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of HACP.

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

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

Prior to contract execution of any professional service contracts which have a potential amount of \$25,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

# **ATTACHMENT A**

## **CONTRACT**

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



**PROFESSIONAL SERVICE CONTRACT  
FOR  
Network Engineering Services**

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**").

**PREAMBLE**

Authority desires the Contractor to provide Network Engineering Services.

Contractor desires to provide to the Authority Network Engineering Services.

**AGREEMENT**

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

**1. Engagement.** Authority hereby engages Contractor to render the following services set forth on **Exhibit A** (the "**Services**").

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.

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

**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.



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

**6. Insurance.** Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the Authority. Authority 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. Contractor 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 Contractor.

(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 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 proposal, 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:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. 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
- iii. 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 within a reasonable time after notice to do so from the Authority, 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.** 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.

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

**19. 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.

**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 the Authority:   Housing Authority of the City of Pittsburgh  
                                  Larry Shank  
                                  MIS Dept.  
                                  200 Ross St. 8<sup>th</sup> Fl.  
                                  Pittsburgh, PA 15219  
                                  412-456-5000 x 2201  
                                  Larry.Shank@hacp.org

And a copy of the notice or other communication should be sent to:

Housing Authority of the City of Pittsburgh  
100 Ross St. 2<sup>nd</sup> Fl. Suite 200  
Pittsburgh, PA 15219  
Attn: Kim Detrick, Contract Manager

If to Contractor:

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

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

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. Liquidated Damages.** Contractor shall pay \$0.00 per day for each day of delay.

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

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

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICE CONTRACT  
FOR  
Network Engineering Services**

HOUSING AUTHORITY OF THE CITY  
OF PITTSBURGH

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

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

\_\_\_\_\_  
Vendor Name

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

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

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



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The selected Offeror will assign a primary technical staff member to the HACP account. This Offeror staff member should be technically competent to perform most of the tasks required. The Offeror staff member should also have access to other Offeror staff when needed to assist with or perform tasks where primary staff member is not available or when the tasks to be performed are outside of the primary staff member's area of expertise.

Due to the nature of the work performed, some work will necessarily be performed outside of normal business hours. Rates and cost requested in the proposal price section include costs for such hours.

A. The selected Offeror will be expected to perform the following:

10. Monitor the ongoing health and operation of the HACP network.

The HACP is in the process of migrating our network resources from e-Directory to Active Directories. E-Directory servers are physical servers running Novell Netware and OES2. Active Directory servers are virtual servers running Windows Server 2008 R2 under VMWare Hosts. When migration is complete there will be 12 Windows Servers and 3 Citrix Servers. Servers are located at 200 Ross Street, 201 Kirkpatrick Street, and 2305 Bedford Ave.

Web Servers include IIS and IIS with ColdFusion.

The network supports 250 network work stations running Windows XP. After completion of the Active Directory migration HACP will begin a migration from Windows XP to Windows 7.

11. Provide emergency services as needed to maintain network operation or return the network to service after a network failure.
12. Patch and Update network operating systems and server firmware. (HACP is covered by Microsoft Enterprise Software Assurance.)

13. Take lead role and perform as directed, server configurations, installations, and upgrades. Following is a sample of the projects planned during the contract period. This is not a complete list but is intended to give the Offeror an understanding of the direction of HACP.
  - a. Migration from e-Directory to Active Directories.
  - b. Expand use of Group Policy for configuration and control of HACP infrastructure.
  - c. Define Windows 7 standard configurations for roll out.
  - d. Continue and expand server virtualization.
  - e. Evaluate and recommend strategies for BYOD implementation.
  - f. Configure infrastructure support for Document Imaging and Mobile Device applications.
14. Perform Engineering and Design functions for HACP directed network upgrades and changes.
15. Research and provide feedback to HACP concerning proposed network modifications.
16. Review HACP network performance, effectiveness, or cost.
17. Create and update network documentation as appropriate. The Offeror's staff will be responsible for maintaining network documentation in a format specified by HACP Management Information Systems Management. All documentation will be submitted to HACP's Management Information Systems Department in an electronic format. All documentation is the property of HACP, who reserves all rights thereto.
18. Train and assist HACP staff members as directed by HACP Management Information Systems Management.

**B. Required vendor resources**

1. To provide the needed services the successful Offeror will have staff with current engineering level certifications for Microsoft and Citrix.
2. The successful Offeror will have sufficient depth of staff or established relationships to ensure that the Offeror will be able to provide ongoing and continuous service.
3. The selected Offeror will have a successful and ongoing support relationship with Microsoft with the right to call on Microsoft resources when needed.
4. The successful Offeror will have staff, or a current relationship with a subcontractor with staff able to support exiting e-Directory. Netware servers and OES2 servers during the migration to Active Directories.

EXHIBIT B  
**FEE SCHEDULE**

Contractor will be paid based on the following:

***Attachment K, Fee Sheet of RFP #200-26-12 to be incorporated here***

**EXHIBIT C - CERTIFICATION OF PROPOSER****REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

**EXHIBIT D - CERTIFICATION REGARDING LOBBYING**

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

Behalf of \_\_\_\_\_ that  
(Subcontractor)

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

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

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

**EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

1. Type of Federal Action:  <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type:  <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity:  _____ Prime _____ Subawardee Tier _____, if known:  Congressional District, if known:		5. If reporting entity in No. 4 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)

Authorized for Local Reproduction

Standard Form LLL (1/96)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

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

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

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

**EXHIBIT F - CONFLICTS OF INTEREST**

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

1. No employee, officer, or agent of 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.

CONTRACTOR

Date: \_\_\_\_\_, 2012

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

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

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



## ATTACHMENT B

Instructions to Offerors  
Non-ConstructionU.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

## C

**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 Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

~~Section I – 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