

**RFQ#2011-01  
ALLIES & ROSS MANAGEMENT AND  
DEVELOPMENT COMPANY**

**REQUEST FOR QUALIFICATIONS  
FOR  
CO-DEVELOPER TEAM  
FOR  
DEVELOPMENT OF OFFICE BUILDING**

**Due  
January 30, 2012  
10:00 A.M.**

**To: Will McDanel  
100 Ross Street, 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219**

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DEVELOPMENT COMPANY**

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For  
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## SECTION I INTRODUCTION

Allies & Ross Management and Development Corporation ("ARMDC"), a non-profit corporation and instrumentality of the Housing Authority of the City of Pittsburgh (HACP), is seeking a qualified co-development team to provide Co-Developer Services for the development of a commercial office building to house all HACP administrative and operational functions. Co-Developer submitting proposal must have site control and submit evidence of site control at the time of submission of the Proposal. The site should be acceptable as a location for the HACP office facility. The scope of services for the selected firm(s) (hereinafter "Co-Developer") is identified in Section II (*Scope of Services*) of this Request for Qualifications ("RFQ").

As background information, HACP currently occupies 45,411 sq. ft. on five (5) floors at 200 Ross Street (the Civic Building) in downtown Pittsburgh, PA, and another 16,000 sq. ft. on two (2) floors at 100 Ross Street, for a total of 61,411 sq. ft. The City of Pittsburgh and Pittsburgh Urban Redevelopment Authority recently issued an RFP to solicit proposals for the purchase of 200 Ross Street, which is necessitating the need for identifying a new office facility to house HACP.

HACP currently provides property management services to the (4,100) units currently in its portfolio, with (350) employees in eight departments to service the units and residents. It is the intent of this RFP to select a Developer to identify a site and construct an office building to provide for a healthy, pleasant, well designed and energy efficient working environment for employees and to our clients seeking services.

ARMDC's selection process under this RFQ will result in awarding a Co-Developer Services Contract to the selected respondent determined to be in the best interest of ARMDC.

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

Allies & Ross Management and Development Company  
Attn: Will McDanel  
100 Ross Street, 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219  
(412) 456-5115 Opt #1  
[will.mcdanel@hacp.org](mailto:will.mcdanel@hacp.org)

and  
Allies & Ross Management and Development Company  
Attn: Sunshine Eger  
100 Ross Street, 2<sup>nd</sup> Floor  
Pittsburgh, PA 15219  
(412) 456-5020, Ext. 6012  
[sunshine.eger@hacp.org](mailto:sunshine.eger@hacp.org)

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

<b>Wednesday, December 14, 2011 at 10:00 a.m.</b>	<b>Pre-Submission Conference</b> 100 Ross Street, 2 <sup>nd</sup> Floor Pittsburgh, PA 15219
<b>Wednesday, January 4, 2012 at 2:00 PM</b>	<b>Deadline for Submission of Questions</b>
<b>Monday, January 30, 2012 at 10:00 a.m.</b>	<b>Deadline for Submission of Proposals</b> Allies & Ross Management and Development Company Attn: Will McDanel 100 Ross Street, 2 <sup>nd</sup> Floor, Suite 200 Pittsburgh, PA 15219

**\*\* Deadlines are subject to extension at Allies & Ross Management and Development Company discretion and will be communicated as an addendum to this solicitation.**

## SECTION II

### SCOPE OF SERVICES

The development project scope of services will include the design and construction, including but not limited to, design and construction of a multi-story office building consisting of approximately 60,000 square feet for ARMDC/HACP administrative functions and optional space to house a maintenance facility, with the potential for rental commercial/retail space on the first floor, associated surface (or multi-level decked) parking, and landscaping. ARMDC is seeking a site that can contain both the 60,000 sq ft multi-story office facility and required parking to support both office and retail uses. The site should preferably be located in an established commercial area that provides good private and public transportation access.

The Development Team shall be required to achieve Substantial Completion within 550 consecutive calendar days after the Notice to Proceed and Final Completion with 30 consecutive calendar days after Substantial Completion.

Specifically, the scope of services for the Co-Developer Team may include, but shall not be limited to, the following:

**Site Control and Planning.** Since HACP or ARMDC do not already have site control, the Co-Developer is responsible for locating an acceptable site to develop a mixed-use commercial office building within the City of Pittsburgh and providing ARMDC with evidence of site control at the time of submission of the proposal. A preliminary conceptual plan shall be developed, approved by ARMDC and subsequently presented to the identified stakeholders for feedback and input. A final Master Plan shall be completed and a detailed development schedule.

The preferred site should be located in, or adjacent to, an established City commercial district as to ensure compatibility with surrounding uses and building height and bulk. The site location in a commercial district will afford ARMDC the opportunity to lease first floor commercial space to a viable business interest, and fit in with general characteristic of first floor commercial uses common in such districts. The site should also have adequate capacity for the stated building square footage and associated parking. Given the primary mission of HACP as a residential property manager and developer, the site will need to be located in close proximity to public transportation networks. The preferred site should also be located in an area that is undergoing comprehensive revitalization efforts, as evidenced by private and public investment, so that the office development will fit into a revitalization strategy and the investment will be an integral part of, and act to support on-going investment and revitalization efforts. Additional space for optional facilities such as HACP maintenance center may be considered a plus.

**Market Analysis and Appraisal.** The Co-Developer will provide a detailed market study to determine the overall feasibility of the conceptual plan of proposed by the selected Co-Developer. The Co-Developer will also be responsible for any additional market analysis and appraisals to develop and obtain financing for the project.

**Design/Approvals.** The selected Co-Developer will be responsible for the development of Master Development Plan including design and construction documents in accordance with the design criteria approved by ARMDC and obtain HACP and HUD's approval as needed. The Co-Developer will also be responsible for obtaining permits and any other approvals required.

**Financing.** ARMDC will provide some financing for this project. The Co-Developer will assist ARMDC to obtain other private financing, New Market Tax Credits and structure public financing in a timely and cost effective manner, including the preparation of all necessary financing applications. The Co-Developer must also work with ARMDC to the extent necessary in the preparation of other applicable documents necessary to commercial development processing and provide all evidentiary materials, necessary financial guarantees and assurances as required.

**Coordination.** All development activities, including reporting and budget requirements must be coordinated throughout the life of the project and the Co-Developer must assure the maximum feasible contribution to the overall development effort.

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

**Qualifications submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. ARMDC's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or Qualification that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with ARMDC or lesser number if the contractor provides documentation that ten (10) certified MBE/WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or Qualification. Any bid or Qualification 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 ARMDC MBE/WBE goals please contact Kim Detrick, Contract Manager, by e-mail at Kim.Detrick@Hacp.org or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, 2nd Floor, Suite 200 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 4 and include with your proposal**

**Resident/Local Employment and Contracting.** A comprehensive Section 3 employment program must be developed and implemented by the Co-Developer, as well as other policy objectives aimed at improving the economic circumstances of individuals, households and companies in the City of Pittsburgh. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the “Act”) requires the Allies & Ross Management and Development Company 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 ARMDC requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran’s or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

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

Below are the ARMDC Section 3 Guidelines as listed in the ARMDC 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 HUD's Section 3 requirement is provided in **Attachment 5**. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Kamaria Hayden, Employment Services Coordinator, by e-mail at [Kamaria.Haden@hacp.org](mailto:Kamaria.Haden@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. 1045. Proposals must demonstrate how the Offeror intends to meet or exceed the ARMDC's Section 3 requirements. Proposals submitted without a Section 3 plan may be deemed nonresponsive. Also, complete **Attachment 5 Section 3 Opportunities Plan** and include with your proposal.

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

**Construction.** The Co-Developer must oversee and provide all appropriate guarantees for the timely completion of the office building in a cost effective manner and ensure all occupancy permits and necessary approvals are obtained after construction to permit occupancy.

**Property Management.** The Co-Developer must assist ARMDC in providing high quality management of the property consistent with the terms and conditions of market driven property management standards.

**Marketing Plan.** An effective lease-up strategy to obtain rapid initial occupancy of the rental spaces and maintain on going high occupancy must be developed.

**Assist ARMDC with the Development Process.** The selected Co-Developer shall assist ARMDC by ensuring the office building project is in compliance with all applicable laws, rules, regulations and/or processes.



### **SECTION III DEAL TERMS**

The following terms will govern this office building project:

- A. The Selected Co-Developer may have an opportunity to participate in **the ownership** (“co-ownership”) of the development contingent upon co-developer’s desire to make a financial investment into the development.
- B. ARMDC will ultimately become Fee Simple owner of the office building and land.
- C. ARMDC will be the manager of the property upon its completion.
- D. The co-developer may share the cashflow from this property during the term of co-ownership.
- E. The following compensation shall be shared by the co-developer.
  - a. The co-developer will be compensated for site control with a 10% profit on the fair market value at financial closing.
  - b. Co-developer will share 50% of the development fee for this transaction.

## SECTION IV DEVELOPMENT GOALS

ARMDC intends to build the most modern office building in the City of Pittsburgh.

**Participatory Process:** One of the keys to a successful new development is meaningful and active participation by key stakeholders throughout the planning, design, construction and operations of the new development. In addition to the Co-Developer and ARMDC other key stakeholders will, at a minimum, include; investors and HACP.

**Design/Construction Standards:** The property shall be designed and constructed with materials and features that reflect modern office building globally. The Co-Developer shall maximize the positive impact of buildings on the environment and on the building occupants with design and construction practices that ensure sustainable site planning, safeguarding water and water efficiency, energy efficiency, conservation of materials and resources, and indoor environmental quality.

**Financing:** ARMDC will commit to provide significant financial resources to the office development. In return, ARMDC expects that these resources will be leveraged to the maximum extent feasible by utilizing other funding sources such as: bond financing, conventional mortgages, tax credits and other grants.

**ARMDC as a Partner:** To the greatest extent feasible, ARMDC intends to be the controlling partner in all aspects of the redevelopment process including, but not limited to ownership, development and management activities.

**Employment and Contracting:** ARMDC is providing a significant amount of funding for the office development. As a result, ARMDC believes that a significant number of the employment opportunities generated through this process should go to public housing residents and other lower income residents of each area. At a minimum, all consultants, contractors and subcontractors must comply with Section 3 of the 24 C.F.R. Part 135. In addition, ARMDC has adopted goals for contracting with Minority and Women-Owned businesses, 25% and 10% respectively.

**Handicap Accessibility:** The office shall be UFAS and ADA compliant.

## **SECTION V**

### **CO-DEVELOPER'S TEAM RESPONSIBILITIES**

The selected Co-Developer Team will be responsible for the successful site selection, planning, design, construction and commissioning of the new office building.

The Development Team must be composed of experienced and highly regarded professionals who have demonstrated their ability to produce superior similar facilities on a cost-effective basis. All Architects, Engineers, and other disciplines shall be registered in the State of Pennsylvania for each task or area of expertise as required by law. ARMDC seeks a Development team under a single, responsible lead entity, which includes both design and construction services. The Development team as submitted must include, as a minimum:

- (1) General Contractor (Developer)
- (2) Architect
- (3) All consultants and sub-consultants

Any changes to these key team members for the duration of the project shall require ARMDC approval. ARMDC will help in preparing a program of the functional requirements of the facility. The design and construction may occur sequentially, and may be fast-tracked where design and construction phases occur concurrently. A team concept will be utilized between the designer and construction GC. The development team will deliver the project through a guaranteed maximum price contract.

#### **A. Site Selection & Control**

The preferred site should be located in, or adjacent to, an established City commercial district as to ensure compatibility with surrounding uses and building height and bulk. The site location in a commercial district will afford ARMDC the opportunity to lease first floor commercial space to a viable business interest, and fit in with general characteristic of first floor commercial uses common in such districts. Please refer to *Site Control and Planning* section under *Scope of Services* for details of preferred characteristics of a potential development site

#### **C. Design**

Design phase services by the Development Team may include:

- Analysis of infrastructure capacity
- Independent cost estimating and knowledge of market place conditions
- Project planning and scheduling
- Provide alternate systems evaluation and construction studies
- Coordination permitting process

- Achieving M/WBE and Sec. 3 goals
- Providing quality control
- Conduct environmental analysis and assessments
- Protect the owner's sensitivity to quality, safety and environmental factors

The developer team will ultimately be responsible for taking the owner through the schematic development, design development and final construction drawings, within the design criteria approved by ARMDC, to provide several design solution options to achieve the optimum design.

### **C. Construction**

Construction phase services by the development team may include:

- Coordination with various City agencies and utilities, etc.
- Construction scheduling and managing site operations
- Bidding, awarding, and managing all construction and related contracts and subcontracts.
- Providing quality control
- Bonding and insuring the construction
- Maintaining a safe work site for all project participants
- Implement the Scope of Services set forth in Section II of the RFP.
- Complete necessary Funding Applications
- Site Preparation
- Construction
- Construction Administration (quality monitoring, schedule monitoring, payment processing, change order processing, etc.).
- Ensure completion of project on schedule
- Ensure completion of project within budget
- Coordinate various entities, contractors, subcontractors, etc.
- Identify investors/funders, secure funding commitments
- Financial guarantees and assurances
- Coordination with ARMDC, HACP and other City agencies
- Ensure development of units which are fully compliant with UFAS/ADA requirements

All development activities, including reporting and budget requirements must be coordinated throughout the life of the project and the development team must assure the maximum feasible contribution to the overall development effort.

**D. Financing**

The development team will assist ARMDC in developing a financing structure that will allow for timely construction in a cost effective manner. The development team shall work with ARMDC in the preparation of other applicable documents as may be required and necessary for closing. The development team will provide all necessary guarantees and assurances as required for the completion of the project within the scheduled time. Statement of qualification should provide financing structures for ARMDC consideration.

As part of financial negotiations, the successful development team will provide best and final offer with regard to the total development cost to deliver the completed development.

**F. Compliance Monitoring**

Implement systems to ensure compliance with all applicable laws and regulatory requirements including, but not limited to:

1. Davis-Bacon (May apply if federal funds are used) and (Is the separation of primes an issue?)
2. Section 504 / UFAS / ADA
3. Pennsylvania Department of Environmental Protection
4. City of Pittsburgh (bldg. dept., zoning, etc.)
5. MBE/WBE Program (monitor and report)
6. Section 3 Program (monitor and certify Contractor's compliance)

## **SECTION VI GENERAL REQUIREMENTS**

A Respondent may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the Commonwealth of Pennsylvania, which is financially sound and able to provide the services being procured by this RFQ.

If a Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such Respondent shall disclose that information in its offer and that may be sufficient ground for disqualification.

Each Respondent must be in good standing with ARMDC, HACP, and any Federal, State or local government that has or has had a contracting relationship with the respondent. Therefore, if a Federal, State or local government has terminated any contract with a Respondent for deficiencies or defaults, that Respondent is not eligible to submit a Response to this Solicitation.

Only responses with the following minimum team members who meet the following basic qualifications will be considered. Any response not meeting these criteria will be deemed non-responsive and will not be evaluated.

### **Co-Developer**

1. Minimum of seven (7) years of satisfactory experience and project management of a multifaceted community planning and development process.
2. Experience in areas of urban economic development.
3. At least 5 years experience with private market financing, tax credits including New Market Tax Credits.

### **Architect**

1. Minimum of seven (7) years of satisfactory experience in design and implementation of office space.
2. Licensed in the Commonwealth of Pennsylvania.

### **Cost Estimator**

1. A minimum of 5 years of experiences estimating commercial construction and a minimum of two years estimating in the Pittsburgh market.
2. Certified by the American Association of Certified Estimators (AACE), the American Society of Professional Estimators (ASPE) or other accrediting organization acceptable to ARMDC.

## SECTION VII SUBMISSION REQUIREMENTS

Respondents submitting their Statement of Qualifications should fully read and comprehend the ***Instructions to Offerors*** provided in **Attachment 1**. Responses received without all of the required information may be rejected. **Respondents must submit one original plus five (5) copies of their qualifications.** Statement of Qualifications must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

### A. A. General Information

1. Letter of Interest including contact name and telephone number (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 entity(ies).
3. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) All applicable Licenses/Certifications.
  - (c) 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.
4. A narrative listing of the Co-Developer members and the roles each will have on this project.
5. An Organizational Chart to show all of the entities that are a part of the Co-Developer and the key individuals within each entity that will provide the services referenced in this RFQ.
6. Listing of ALL current or completed *Housing Authority of the City of Pittsburgh and/or ARMDC* related project, the Initial Contract Value, Change Orders, if any, and Final Contract Value. If the project was not completed within budget, please explain the circumstances or justification for the change order(s).

### B. B. Co-Developer Experience

Provide details of the experience of the Co-Developer as outlined below.

1. ***Co-Developer:*** Describe the Co-Developer's experience in successfully developing commercial/office buildings as contemplated in this Request for Qualifications. At a minimum, describe the Co-Developer's experience in the following areas:

- a. **Experience in Construction and Construction Management:** Describe the Co-Developer's experience in managing complex commercial construction projects in a timely manner and within budgetary constraints. Respondents should submit clear information regarding the number of construction sites they have managed at one time and the size of each. The narrative should indicate what type of construction and management methods were used; what portion of the projects has been completed on time and within budget. For those projects not completed on time and within budget, please indicate the reason(s) why.
  - b. **Experience in Financing:** Describe the respondent's experience in assembling financing packages for commercial developments. The description of experience should include any use of varied financing instruments. Respondents should submit clear information regarding their experience with a variety of financing methods.
  - c. **State and Local Knowledge and Experience:** Describe the respondent's knowledge and experience with state and local building codes, regulations, sources of funding, and financing for commercial development.
2. **Architect/Engineer:** Provide details of previous large commercial development projects the Architect/Engineer has participated in and its role in each project. Also, provide the Architect/Engineer's knowledge and experience in state and local building codes and regulations. Finally, provide experience the Architect/Engineer has in designing energy efficient commercial buildings.
  3. **Legal Counsel:** describe the experience of the law firm and the key individuals who will be used have had in structuring and negotiating complex real estate matters. Identify any experience in handling mixed finance, tax credit and other related transactions.
- C. References:** For each Co-Developer member, provide a list of references for developments or projects in which the Co-Developer has performed services similar to those described in this Request for Qualifications. Such listing shall include at least the following information.
1. Name of the contracting entity.
  2. Name, title and a telephone number of a contact 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 development or project and who was involved in managing the contract between the Respondent and the contracting entity.
  3. Start and Completion dates of the development or project.
  4. Description of Respondent's responsibilities including; planning, financing, construction, marketing, ownership, management, etc.
- C. D. Experience of Staff Proposed:** Provide background information regarding each identified staff member of the lead entity and sub-consultants to be assigned to this project



that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Qualifications.

**E. Methodology – Planning/Predevelopment:**

1. **Financing:** Describe three financing options that will maximize the leveraging of ARMDC's investment. Also, provide examples of how the Respondent has utilized these financing tools in the past. Provide proforma sources and uses budget for the project.
2. **Quality Control:** Provide a description of the actions the Respondent has taken in the past and will be taking for this project to ensure that all documents, drawings and specifications comply with all local and federal requirements and that they also clearly describe the work and will limit change orders, contract modifications and time extensions to a minimum.

**F. Methodology - Development**

1. **Development Schedule:** Provide an actual or prototype development schedule in critical path format detailing all activities anticipated to be performed during development and their anticipated durations.
2. **Development Budget:** Provide an actual or prototype proforma development budget indicating the projected costs of each development activity as well as the projected sources of funding.
3. **Construction Administration:** Provide a description of the actions the Respondent has taken in the past and will be taking for this project to administer the resultant construction contract(s) to ensure compliance with contract terms and conditions in addition to schedule compliance. Also, describe the staff that will be assigned during construction and their respective roles.
4. **Resident Employment:** Describe ways the Respondent has provided employment opportunities for residents in the past and programs and commitments the Respondent will be making to provide employment opportunities for ARMDC residents if selected. Provide a Section 3 Plan for the development project.
5. **Regulatory Compliance:** Describe the actions the Respondent has taken in the past and will be taking for this project to ensure compliance with all applicable regulatory requirements including, but not limited to; Section 504, Uniform Federal Accessibility Standards (UFAS), American with Disabilities Act (ADA), Section 3, and in the event federal funds are used, Davis-Bacon shall apply.

**G. Co-Developer Risk and Proposed Compensation:** The respondent(s) should describe the approach that the entity or entities will take to the development regarding risk taking, provision of private capital, and compensation. In developing this approach, ARMDC expects that the Co-Developer will (a) either be at risk, or (b) work for compensation that is based on timely and excellent performance.

**H. Evidence of Site Control:** (1) Executed purchase option with date certain performance, if applicable; or (2) the applicant must submit copies of the executed and recorded deed(s) of the current owner.

**I. Financial Statement:** Provide a current financial statement of the firm prepared by a Certified Public Accountant along with the firm's most recent audit (if any). The statement should show assets, liabilities, and net worth of the firm and should include information on all General Partners or principal shareholders. Any respondent who desires for this information to be kept confidential should provide this information in a separate sealed envelope clearly marked "confidential information". Such information will then be held as confidential.

**J. Certifications and Representations of Offerors**

Each Respondent must complete the Certifications and Representations of Offerors as provided in **Attachment 2**.

**K. Firm Demographics**

Provide demographic description of all employees of your firm using the table provided in **Attachment 3**.

**L. Minority and Women Business Participation**

Describe ways the Respondent will utilize MBE/WBE businesses to meet ARMDC's and the City of Pittsburgh's goal of 25% Minority owned and 10% woman owned business participation. A memorandum with a table is provided in Attachment 4. **Provide information regarding the participation of MBE/WBE firms on the team. Such information should be specific[MBE/WBE will not participate in equity or fees. They will most likely be subcontractors]. Provide a detailed plan to maximize the participation of MBE/WBE in the award of contracts/purchase of goods and services.** Small Disadvantaged Business Concerns (SDBC) Participation: Provide information regarding the participation of SDBC particularly minority/female individuals on the team. Such information should be specific as to equity participation, anticipated participation in fee, and scope of authority of such SDBC and individuals. Provide a detailed plan to maximize the participation of SDBC in the award of contracts/purchase of goods and services.

**M. Section 3 Participation**

Describe ways the Respondent will assist the ARMDC to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. A copy of HUD's Section 3 requirement is provided in Attachment 5.

## SECTION VIII EVALUATION CRITERIA

The Evaluation Committee will evaluate and shall give a score to each Firm or individual that has submitted a complete Proposal. Proposals may receive a maximum score of one hundred (100) points distributed as follows:

**Experience of Co-Developer & Capacity:****Maximum 20 points**

Co-Developer's successful completion of comprehensive redevelopment efforts on commercial developments similar to those described in this Request for Qualifications. Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of ARMDC's goals and objectives as described in this solicitation. Due to the nature of this procurement, capacity will also be evaluated based on the Offeror's ability to be available to provide the resources in an "on-call" and/or "as-requested" manner.

**Experience of Staff Assigned:****Maximum 15 points**

Demonstrated experience and capability of the proposed Co-Developer staff for this project in providing the services described in this Request for Qualifications.

**Methodology:****Maximum 15 points**

Respondent's proposed methodology will ensure that the comprehensive redevelopment efforts will be successfully implemented on time, within established budgets and with the full participation of ARMDC, residents and other stakeholders.

**Site Control:****Maximum 20 points**

Evidence of site control acceptable to ARMDC.

**Co-Developer Risk:****Maximum 10 points**

The Co-Developer has proposed a level of risk (financial or other) that indicates a high level of commitment to the success of the new development and its timely completion.

**MBE/WBE Goals:****Maximum 10 points**

Respondent's demonstrated experience and/or proposed efforts to assist ARMDC in achieving MBE/WBE goals.

**Section 3 Goals:****Maximum 10 points**

Respondent's demonstrated experience and/or proposed efforts to assist ARMDC in meeting its Section 3 goals.

## **SECTION IX PROCUREMENT AND AWARD PROCESS**

Pursuant to 24 C.F.R. Section 85.36 (d)(3) Co-Developer Services are being procured to provide the services described herein. The following instructions are intended to aid Respondents in the preparation of their Proposals.

### **A. Amendments to Solicitation**

Any and all amendments to this Solicitation shall be sent via e-mail and/or by fax, to all potential Respondents 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, Respondents are responsible for obtaining all information required thus enabling them to submit Responses.

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

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

Allies & Ross Management and Development Company  
Attn: Will McDanel  
100 Ross Street, 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **Monday January 30, 2012 at 10:00 p.m.**, regardless of the selected delivery mechanism.

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

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

### **C. Evaluation and Award Process**

ARMDC staff will review each Submission to determine if it was complete and if it is responsive to this Request for Qualifications. ARMDC may allow Respondents to correct minor deficiencies in their Submission that do not materially affect their Submission.

All Submissions determined to be complete and responsive will be provided to an ARMDC Evaluation Committee. ARMDC's Evaluation Committee will evaluate the Responses utilizing the criteria established in this Request for Qualifications.

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

ARMDC will perform a responsibility review of the highest ranked Respondent, which may include reference checks and financial background checks.

ARMDC will award a contract(s) to the highest-ranked Respondent(s) determined to be responsive and responsible and in the best interest of ARMDC.

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

A Response submitted by a Respondent does not constitute a contract, nor does it confer any rights on the Respondent 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 of \$25,000.00 and greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan. Any ARMDC contract of \$50,000.00 or more is subject to approval by the ARMDC Board of Directors.

# **ATTACHMENT 1**

HUD 5369-B Instructions to Offerors Non-Construction

AND

# **ATTACHMENT 1B**

HUD 5370-C General Conditions for Non-Construction

## ATTACHMENT 1

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 an 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 1B

**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. 12/31/2011)

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.**

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

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**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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

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

## (1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

## (2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

**16. Equal Employment Opportunity**

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

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

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

**17. Dissemination or Disclosure of Information**

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

**18. Contractor's Status**

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

**19. Other Contractors**

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

**20. Liens**

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

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

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

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

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

## 22. Procurement of Recovered Materials

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

## Certifications and Representations of Offerors Non-Construction Contract

### ATTACHMENT 2

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

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

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

#### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

#### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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

\_\_\_\_\_  
Typed or Printed Name:

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



## ATTACHMENT 2A – SUPPLEMENTAL GENERAL CONDITIONS

### SUPPLEMENTAL GENERAL CONDITIONS

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

***If HUD 5370 applies:***

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

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

***If HUD 5370-EZ applies:***

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

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

***If HUD 5370-C applies:***

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

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

### Allies & Ross Management and Development Company

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

Contracting Officer

=====

Vendor Name(Insert vendor company name above)

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

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

ATTACHMENT 3 - 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.

## ATTACHMENT 4 - SPECIAL PARTICIPATION SUMMARY

Offeror: \_\_\_\_\_

RFP#: \_\_\_\_\_

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

### 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 C 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 5 - Section 3 Clause**

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

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

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

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

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

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

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

## SECTION 3 OPPORTUNITIES PLAN

**Business Opportunities and Employment Training for Allies & Ross Management and Development Company 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 ARMDC Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for ARMDC 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 ARMDC is to ensure that as many ARMDC residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the ARMDC Section 3 Policy and Program Manual. 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

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

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

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

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the 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 ARMDC 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: \_\_\_\_\_