

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**REQUEST FOR QUALIFICATIONS
for
BOND COUNSEL LEGAL SERVICES
RFQ #600-25-16**

DUE

**May 17, 2016
10:00 a.m.**

To:

**Mr. Kim Detrick
Director of Procurement/Contracting Officer
Housing Authority of the
City of Pittsburgh
100 Ross Street, Suite 200
Pittsburgh, PA 15219**

SECTION I INTRODUCTION

The Housing Authority of the City of Pittsburgh (“HACP”) is requesting proposals from qualified attorneys or legal firms with experience as Bond Counsel interested in serving as Bond Counsel to HACP for a variety of housing development over a period up to five years. A detailed scope of services is provided in Section II of this Request for Qualifications (“RFQ”).

Background Information

HACP engages in the development of affordable and/or mixed-income housing through its affiliate, Allies & Ross Management and Development, Inc. (“ARMDC”). These developments are financed through combinations of HACP Moving to Work (“MtW”) funds and loans secured from the U.S. Department of Housing and Urban Development (“HUD”), 4% Low-Income Housing Tax-Credit Equity, tax-exempt bond (and taxable) debt and other public and private funds. The process of obtaining HUD approvals for these “mixed-financed projects,” the documentation required and the closings on these transactions present numerous and complex issues which must be properly addressed and resolved. HUD’s regulations, primarily those at 24 CFR Part 905, Subpart F, and others as well, plus Section 42 of the Internal Revenue Code and the requirements of the Pennsylvania Housing Finance Agency (“PHFA”), with respect to Low-Income Housing Tax-Credits (“LIHTCs”), must be carefully followed for the successful closing and implementation of a mixed-financed project.

HACP has separate legal counsel responsible for its mixed-finance transactions and therefore such services are not within the purview of this RFQ. Furthermore, HACP’s Mixed-Finance and construction services counsels have been asked not to respond to this Bond Counsel RFQ.

HACP requires that all Bond Counsel Legal Services performed are in compliance with all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 905 and all other applicable Federal regulations including, but not limited to, IRS Code, the Quality Housing & Work Responsibility Act of 1998 (“QHWRA”) (Section 208 of title V of the FY 1999 HUD appropriations Act, (Public L.105-276, 112 Stat. 2518, approved October 21, 1998) amended the U.S. Housing Act 1937.

Planned Redevelopment Information

Over the next five years, HACP through its affiliate, ARMDC and for its co-developers plan to use 4% housing tax credit/tax exempt bond deals to develop various mixed-income housing development projects. The financial plan includes leveraging 4% low income housing tax credits including tax-exempt bond, municipal support for infrastructure, and hard debt and public funds. The development finance for these redevelopment projects is not available at this point, but the first set of developments identified is as follows.

1. Larimer/East Liberty Phase II: New construction of approximately 138 mixed-income rental units. LIHTC application submission by May 2016. Financial closing is planned to be done by December 31, 2016.

2. Northview Heights Mid-rise Senior Apartments: New construction of approximately 87 rental units. LIHTC application submission by May 2016. Financial closing is planned to be done by December 31, 2016.
3. Glen Hazel Heights Family Community and High-rise Senior Apartments: Moderate rehabilitation of approximately 225 rental units under HUD Rental Assistance Demonstration program. LIHTC application submission by May 2016. Financial closing is planned to be done by December 31, 2016.
4. Addison Phase 4: New construction of approximately 58 mixed-income rental units. Tax credit application submission and financial closing in 2016/2017.
5. Allegheny Dwellings Phase 2: New construction. Tax credit application submission and financial closing in 2020.
6. Other 4% LHITC/tax exempt bond deals as identified by HACP/ARMDC in the future.

Example of the Transaction Structure

HACP anticipates that the Larimer/East Liberty Phase II's Initial Application for Tax Exempt Volume Cap and the 4% Low Income Housing Tax Credit application will be submitted to the Pennsylvania Housing Finance Agency ("PHFA") in May 2016. The project is also anticipated to be financed with HUD 221(d)(4) insured permanent mortgage and other public/private funds. The closing and construction start is planned for December of 2016. Assuming the volume cap allocation is approved by PHFA, the tax exempt bonds will be issued by HACP.

- Primary entities:
 - Co-Developers: ARMDC & McCormack Baron Salazar
 - Managing General Partner: McCormack Baron Salazar
 - Management Agent: TBD
 - Development: New construction of 138 mixed-income rental units
 - Bond Issuer: Housing Authority of the City of Pittsburgh
- Bond Structure
 - \$19,945,000.00 estimated issuance
 - 40 year bond term
 - Used for construction and permanent financing
 - Closing is estimated to occur by December, 2016
 - Sale of bonds to be a public offering or private placement

Miscellaneous Terms and Conditions

HACP's selection process under this RFQ will result in awarding two-(2) Bond Counsel Legal Services Task Order Contracts to the selected qualified respondents determined to be in the best

interest of HACP for a minimum period of three-(3) years with the option to renew for two additional one (1) year periods pursuant to a professional service contract in the form of **Attachment A** through this solicitation process. As a particular bond transaction is identified, HACP will request a Task Order Proposal from the two prequalified Bond Counsels for bond counsel legal services for the project. HACP will evaluate the task order proposals and issue a task order to the highest ranked pre-qualified bond counsel. The other respondent will be assigned to the next tax exempt bond transaction. HACP will have no obligation under the contract unless HACP issues a Task Order Notice to Proceed to the Bond Counsels for said transactions.

Time Frames for this Solicitation

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

Mr. Kim Detrick
Director of Procurement/Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5248
Kim.Detrick@HACP.org

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

**May 17, 2016
10:00 a.m.**

Deadline for Submission of Proposals

To: Kim Detrick
Director of Procurement
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor Street
Pittsburgh, PA 15219

**May 5, 2016
3:00 p.m.**

Pre-submission Meeting

Housing Authority of the City of Pittsburgh
200 Ross Street, 9th Floor Boardroom
Pittsburgh, PA 15219

**May 6, 2016
at 10:00 a.m.**

Deadline for the submission of written questions.

II. Scope of Services

The selected Bond Counsel shall perform the following scope of services:

1. Provide specialized legal advice regarding IRS Code as it applies to HACP's bond financing activities and to the programs or projects funded with the proceeds of bonds (particularly with respect to the structure of proposed new issues of bonds, the integration of bond proceeds with HACP's MtW funds or other external funds (e.g., PBV, CDBG, etc.).)
2. Prepare and submit the applications to the Pennsylvania Housing Finance Agency ("PHFA") for approval of volume cap allocation for each HACP private activity bond issue.
3. Advise HACP/ARMDC on the procedures, required approvals, filings and other legal issues relative to the issuance of bonds.
4. Prepare the Trust Indenture relating to each series of bonds.
5. Prepare all applicable "Authorizing Resolutions" for consideration and adoption by HACP's Board of Commissioners to authorize the financing team to go forward with the implementation of a particular proposed bond transaction..
6. Prepare the final Bond Resolution for consideration and adoption by HACP's Board of Commissioners to, among other things, (i) authorize the execution of the bond purchase agreement relating to each series of bonds to be issued, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure document, and (iv) generally authorize actions which must be taken incident to issuing the bonds.
7. Review and comment on any documents prepared by other members of HACP's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, loan documents, disclosure document, continuing disclosure agreement, investment agreement, bid specifications and bid procedures, investment agreements, etc.
8. Provide required Bond Counsel opinion relating to the tax-exempt status of HACP bonds under applicable Commonwealth of Pennsylvania and Federal Law, as well as, legal opinions attesting to the valid issuance of bonds under applicable State Law. Provide required tax opinions evidencing compliance of each new issue of bonds with applicable provisions of the IRS Code...
9. Assemble all closing transcript items and arrange for preparation of bound or electronic transcripts for distribution to each member of HACP's bond financing team within ninety (90) days following the applicable closing date.

10. Review Bond Yield calculations for each new issue of bonds for the purpose of determining the extent to which calculations may be relied upon in preparing the Arbitrage Certificate for such bonds.
11. Prepare the Arbitrage Certificate relating to each new issue of bonds and deliver such Certificate prior to closing.
12. Review all financial feasibility studies and contracts for legal issues relating to bonds for any proposed bond issue.
13. Render opinions on such related matters as:
 - a. The applicability of particular provisions of federal and state securities laws.
 - b. The eligibility of the bonds for investment by various fiduciaries and other regulated investors.
 - c. The validity and enforceability of security agreements, indentures, and other documents related to the bonds and their security.
 - d. Bankruptcy laws regarding preferential transfer as related to payments made to bondholders, if applicable.
14. Assist in presenting information to bond rating organizations and bond insurers.
15. Assist HACP in developing and implementing procedures for post issuance compliance, as requested.
16. Attend regular and special meetings of HACP's Board of Commissioners and/or ARMDC's Board of Directors and any meetings thereof, as deemed necessary by HACP.
17. Perform such other Bond Counsel Services, as may be requested by HACP and/or its development affiliate ARMDC, in connection with proposals received, special programs and general HACP needs.
18. Review all bond documents applying knowledge and experience of the firm with financings of the issuer or comparable issuers.
19. Prepare preliminary official statement and official statement for the sale of the Authority's bonds, advise and assist HACP to assure that the information contained in the official statement is accurate and complete in all material respects.
20. Prepare or review HACP's continuing disclosure agreement pursuant to Section 15c2-12 of the Securities Exchange Act of 1934.
21. Render to the Authority a 10(b)-5 opinion as to no material omissions or misstatements and either (a) render such opinion to the underwriter(s) of the bonds as well, or (b) consent to the underwriter's relying on such opinion.

22. Advise on disclosure matters with regard to HACP's debt issuance.
23. Advise on matters of material event disclosures and related matters regarding secondary market disclosure.
24. Advise on changes in Federal and State legislation and regulation involving disclosure matters applicable to the Authority.

SECTION III GENERAL REQUIREMENTS

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

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

Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the Offeror. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, the Offeror must disclose such termination and the facts and circumstances involved. HACP will consider such facts and circumstances during its evaluation of the Offeror's proposal.

Qualified applicants must be listed in the most recent "Red Book", must have extensive housing, and federal and state tax experience, and show past experience in rendering Bond Counsel Legal Services in similar transactions, including structuring single and multifamily Trust Indentures. The selected Bond Counsel will also provide disclosure counsel services and must demonstrate experience providing similar services including drafting official statements and assistance in meeting continuing disclosure requirements. Past service in similar transactions will be a consideration in the selection process. Your proposal should be submitted with the understanding that it will form the basis for the HACP acceptance of services to be rendered. The proposal, therefore, should be complete as to terms and conditions.

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

Insurance coverage of the approved firm must be acceptable to HACP prior to that firm actually performing bond counsel services for HACP and will be incorporated within the contract. In addition, Offeror must have and maintain all necessary insurance to cover liability and workers' compensation and submit proof of it with their proposal submission.

SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment B** and **General Conditions – Non Construction** provided in **Attachment C**. Offerors must submit one original plus three (3) paper copies of its proposal and one (1) electronic copy in PDF format on a CD, and one (1) original paper, one (1) paper copy and (1) electronic copy in PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

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

B. Bond Counsel's Previous Related Experience

The proposers must provide a clear, concise statement of qualifications as it relates to the required scope of services, as well as the proposer's ability to comply with the requirements under this RFQ. Proposals must include the following information in sequence, to the questions listed below. Responses to each question must begin on a new page with the question restated at the top:

1. General Information.

Provide a brief description your firm including, but not limited to the following:

- a. A description of the general capabilities of your firm, relating to total size and staffing, location of offices, research capability, resource facilities, professional staff and clerical support.
- b. Discuss your firm's experience within the last five years with the issuance of tax-exempt and taxable housing bonds, including a list or table summarizing all issues of such housing bonds for which the firm has served as bond, underwriter's or disclosure counsel. Include the following information:
 - Type of issue (single-family, multi-family).
 - Role (bond counsel or underwriter's counsel)
 - Size of issue.
 - Manner in which bonds were sold (competitive, negotiated or private placement).
 - Type of credit enhancement, if applicable.

2. Housing Experience and Firm Resources.

Provide the following information with regard to your firm's experience, particularly as it relates to housing matters:

- a. Provide a list of all attorneys who would work for HACP and their role. Describe their qualifications and experiences, specifically related to multi-family housing bonds.
- b. List the local and state housing finance agencies for which your firm has served as bond/ disclosure counsel both in Pennsylvania and in other states.
- c. Describe your firm's involvement with bond validation procedures in circuit court and with appeals to the Commonwealth of Pennsylvania Supreme Court.

3. Federal Tax Experience.

- a. Identify the attorney (or attorneys) in your firm who will address federal tax issues for HACP bond issues.
- b. Describe your Tax Counsel's experience with federal tax law questions related to housing.

4. Multi-Family Housing Experience.

- a. Describe your firm's involvement and familiarity with multi-family tax exempt and taxable housing bonds and 501(c)(3) tax-exempt housing bonds. Discuss any innovative housing transactions in which your firm was involved.
- b. Describe your firm's experience with multi-family housing bonds combined with low income housing tax credits, the HOME program or other state and federal subsidy programs.
- c. Describe your firm's experience serving as bond counsel in connection with refundings of multi-family mortgage revenue bond issues.
- d. Describe your firm's policy on serving as bond counsel for unrated and/or non-enhanced bond issues.

5. Legal Issues.

- a. State whether or not your firm has current malpractice insurance for tax-exempt securities issues. If the firm is insured, please state the following:
 - Name of carrier and policy number.
 - Effective date of insurance and expiration date (Attach Copy as AttachmentD).
 - Policy exclusion, if any.
 - Current coverage amounts.
 - Attorneys covered.
- b. Lawsuits Against Bond Counsel - Provide all pertinent information on any and all litigation against the firm arising out of bond transactions or attorneys within the firm which is currently pending or which has been settled within the past five (5) years.
- c. Does your firm presently represent any clients that may present conflicts with representation of HACP, such as trustee banks, credit enhancement providers, developers? Please list potential conflicts. If applicable, address your ability to resolve any conflicts.

d. Provide a written statement which indicates whether the proposer is or is not under any investigation or review by any regulatory bodies. If your firm or any principal is, or has been, under an investigation or review, provide detailed information of the matters under review. Describe any arrangements, formal or informal, that the proposer has with any other party that might interfere with the proposer's ability to provide independent and unbiased legal advice and services under this RFQ.

6. References.

Provide three-(3) references from housing bond issuers, including contract person and phone number. The references should be similar to HACP, if possible.

9. Qualifying Criteria. Describe how your firm satisfies the following criteria:

- a. Bond Counsel must be listed in The Daily Bond Buyer's most recent Directory of Municipal Bond Dealers in the section entitled "Municipal Bond Attorneys of the U.S."
- b. Bond Counsel must maintain an office in the Commonwealth of Pennsylvania.

10. Miscellaneous. Briefly discuss any additional information that you would like HACP to consider in evaluating your firm's proposal.

C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

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

1. Provide background information (resume) regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this RFQ.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Qualifications.

D. Staff Availability. Describe the availability of the Staff proposed.

E. Certifications and Representations of Offerors

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

F. Minority and Women Business Participation

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

controlled by one or more minority persons." For these purposes, 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. If you have any questions regarding the HACP MBE/WBE goals please contract Mr. Kim Detrick, Director of Procurement/Contracting Officer at 100 Ross Street, 2nd Floor, Pittsburgh, PA 15219, (412 456-5116, option #1, fax: 412-456-5007).

Also, complete the table provided in **Attachment E** and include with your proposal.

G. Section 3 Participation

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

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

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

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

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
A.	
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars

At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

***A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org*

A copy of HUD's Section 3 requirement is provided in **Attachment F**. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contract Mr. Lloyd Wilson, Employment Services Coordinator, by e-mail at Lloyd.Wilson@hacp.org or by contacting him at Housing Authority of the City of Pittsburgh, 2305 Bedford Avenue, Pittsburgh PA 15219, telephone (412) 456-5000 (Ext. 1048).

H. Bond Counsel Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal to complete the services described in this Request for Qualifications and the Offeror's Proposal. It is noted that the proposed rates will be evaluated separately (**Attachment I**). The Offeror shall ensure that the following items are included in the Fee Proposal:

1. Either:
 - i. Provide an hourly rate for each person anticipated to provide services associated with this RFQ for the following positions: (a) Partners, (b) Associates, (c) Paralegals. These rates will be used to calculate the costs associated with each transaction; or

I. Firm Demographics

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

J. TIN/W-9 Form

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

SECTION V EVALUATION CRITERIA

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

Experience of Firm: **Maximum 30 points**

Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Qualifications.

Experience of Proposed Staff: **Maximum 30 points**

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this engagement in providing the services described in this RFQ.

Capacity: **Maximum 10 points**

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

Proposed Fee: **Maximum 15 points**

Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested. To be evaluated by the Chief Financial Officer. The rates will be used to calculate the cost of each bond transaction.

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

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirement and goals related to Minority/Women Business subcontracting opportunities.

Section 3 Participation: **Maximum 5 points**

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirements and goals related to Section 3.

SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 24 C.F.R. Section 85.36 (d)(3), the professional services associated with Bond Counsel Legal Services is being procured for the services described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **May 5, 2016 at 3:00 p.m., at 200 Ross Street, 9th Floor Boardroom, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

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

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

Each firm shall submit in writing to the Contracting Officer to request additional information as follows:

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

B. Amendments to Solicitation

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

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

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

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

Mr. Kim Detrick
Procurement Director/Contraction Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor, Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **May 17, 2016, 10:00 a.m.**, regardless of the selected delivery mechanism.

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

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

D. Evaluation and Award Process

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

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

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

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

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

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

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award

or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Qualifications
For
COND COUNSEL LEGAL SERVICES
RFQ #600-25-16

ATTACHMENT A

Legal Services Contract

BOND COUNSEL LEGAL SERVICES AGREEMENT

This is an agreement made as of _____, 2016 between the Housing Authority of the City of Pittsburgh, a body corporate and politically created under the provisions of the Housing Authorities Law, as amended (35 P.S. & 1541 et seq.), having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as “Authority”) and _____, Pittsburgh, PA 15235-5137 (hereinafter referred to as “Counsel”). This Agreement will be in affect for the term beginning on _____, 2016 and ending on _____ 2021.

WITNESSETH

WHEREAS, the Authority issued an RFQ related to the bond counsel legal services for various mixed-finance housing development projects (the “Project”); and

WHEREAS, Counsel was qualified to represent the Authority in the area of tax exempt bonds and has exhibited the requisite experience and skills to provide the above stated service to the Authority; and

WHEREAS, the Authority has complied with the appropriate method of procurement of legal services consistent with title 24 CFR Part 85 and has selected Counsel to perform legal services as detailed in this contract.

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound, agree to the following:

- A. **Scope of Services**: Counsel shall provide all services necessary to provide the scope of services defend the Authority’s interest in connection with the following:
Standard of Performance: Counsel shall utilize its best professional efforts in performing the Services. All work hereunder shall be performed by qualified

personnel at the below hourly rates depending on the complexity of the work and whether novel issues are presented. Furthermore, Counsel shall work directly and cooperatively with the Authority.

- B. **Counsel's Personnel:** Counsel represents that it has or will secure at its own expense all of the personnel required to perform the Services contemplated herein. Counsel shall remove from the performance of the Services any of its personnel which Authority so requests in writing. Such requests may be made by Authority in its sole discretion.
- C. **Disbursement of Funds:** The Authority shall only pay for the costs associated with legal services rendered to Authority and not for Counsel's administrative costs (i.e., distribution of work assignments to Counsel's personnel). Counsel will not make additional charges for normal postage, telephone charges, faxes routine photocopying, mileage, and the like. For unusually large amounts of photocopying, such as appellate court briefs and reproduced records, Counsel will charge normal copying costs (\$.10 per page plus binding costs, if necessary) on a case by case basis. Any other expenses approved by the Authority will be reimbursed at cost, without markup.
- E. **Method of Payment:** Payment of the aforesaid fee shall be made after receipt and approval of work product invoices setting forth in sufficient detail, all services performed by Counsel and its personnel, the time spent in performing the services and the names of the individuals involved. The Authority reserves the right to disallow for hours and/or services and any cost which it deems to be unreasonable and/or unnecessary. In the event of a dispute over any charge for hours, services, or item of cost, such dispute shall be resolved under Paragraph F below.

It is expressly understood and agreed that the Authority will not be liable for payment to any subcontractors or third parties to perform work for Counsel in the implementation of this Agreement. Any work performed by such subcontractors or third parties shall be included in Counsel's invoices, and if such work is permitted

under this Agreement and acceptable to the Authority, shall be paid for directly to Counsel. Counsel agrees to indemnify and save the Authority harmless from any claims filed by subcontractors.

- F. **Disputes:** All claims by Counsel under this Agreement shall be made in writing and submitted to the Authority. The Authority shall, with reasonable promptness, but in any event in no more than 60 days, render a decision concerning any claim hereunder. Unless Counsel, within 30 days after the receipt of the Authority's decision, shall notify the Authority in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided Counsel has given the required notice and excepted its claim relating to such decision from the final release, and brought suit against the Authority not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after Counsel has had a reasonable time to respond to a written request by the Authority that Counsel submit a final request for payment, whichever is earlier, then the Authority's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

Counsel shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal or action arising under this Agreement, and comply with the decision of the Authority.

- G. **Interruption, Postponement or Abandonment:** In the event the Services, or any part thereof, shall be interrupted, postponed or abandoned due to circumstances which the Authority considers not to be in its best interest, Counsel shall not be entitled to any further payment for such work or part thereof beyond and in excess of the amount due at that time in accordance with Paragraph D hereof. A final work product invoice shall be submitted by Counsel within thirty (30) days of notice of such circumstance.

H. **Compliance with Laws:** Counsel shall fully obey and comply with all laws, ordinances, and administrative regulations duly made in accordance therewith, which are applicable to the Services or this Agreement. This includes, but is not limited to, the criteria set forth by the Commonwealth of Pennsylvania for the practice of law.

I. **Terms and Conditions:** This Agreement is subject to the following conditions:

1. **Assignability:** Counsel shall not assign or otherwise transfer any interest in this Agreement, without the prior written approval of the Authority; provided, however, that claims for money due or to become due Counsel from the Authority under this Agreement may be assigned to a bank, trust company, or other financial institution or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.
2. **Interest of Members of the Authority:** No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which the Authority pertains, shall have any personal interest, direct or indirect, in this Agreement.
3. **Interest of Other Local Public Officials:** No member of the governing body of the locality in which the project area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
4. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Commissioner of the Authority, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.
5. **Interest of Counsel:** Counsel covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels in any amount or degree with the performance of service thereunder. Counsel further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.
6. **Confidentiality:** Counsel agrees that all reports, information, data and other materials prepared by it pursuant to this Agreement shall not be made available to any other individuals or organizations without the prior written approval of the Authority.

7. **Anti-Discrimination:** Counsel shall conform with the federal, state and local laws against discrimination and in particular sections of Ordinance No. 75 approved February 28, 1967, entitled "An Ordinance - prohibiting discrimination in employment, housing, public accommodations and other areas of inter-group relations in the social, cultural, and economic life of the City of Pittsburgh; requiring fair employment practices by prohibiting discrimination in employment, housing, and public accommodations because of race, color, religion, ancestry, national origin or place of birth; establishing a Commission on Human Relations in the Office of the Mayor and prescribing the powers and duties thereof; providing penalties and revising and consolidating the ordinances relating thereto."
8. **Section 3 Clause:** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing & 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 be directed to low-and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

Counsel agrees to send to each labor organization or representative of workers with which Counsel has a collective bargaining agreement other understanding, if any, a notice advising the labor organization or workers' representative of Counsel'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.

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

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

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

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

9. **Clean Air Act, Clean Water Act and EPA Regulations:** At all times during the term of this Agreement, Counsel shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
10. **Energy Efficiency:** At all times during the term of this Agreement, Counsel shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
11. **Subcontractors:** Counsel may not subcontract the Services, or any part thereof, to third parties without prior written approval by Authority of the proposed subcontracts, which approval shall not be unreasonably withheld. Counsel shall provide to Authority an executed Certification of proposed Subcontractor (Exhibit 1) from each proposed Subcontractor to this Agreement. This eligibility of a proposed Subcontractor to participate in this Agreement will be determined, in part, in accordance with applicable federal regulations. Counsel shall require that the language of the certification regarding lobbying (Exhibit 2) be included in the award documents for all subcontracts, and shall ensure that such Subcontractors shall certify and disclose accordingly. All disclosure forms, but not certifications, shall be

forwarded to Authority, whereupon, Authority will forward same in accordance with applicable federal regulations. Prior to Authority approval of a proposed subcontract, Counsel shall provide Authority with the name of the proposed Subcontractor, the tasks to be performed by the proposed Subcontractor and the qualifications of the proposed Subcontractor to perform the subcontracted work. Further, Counsel will include in such subcontracts provisions or appropriate versions of Paragraphs 1-17 of Section I and Section K thereof.

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

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

For the purpose of this Paragraph 12, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational and managerial control, interest in capital and earnings commensurate with their percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh,

Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

13. **Affirmative Action:** Counsel 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, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. **Conflict of Interest:** Counsel hereby certifies that neither Counsel nor any of its subcontractors under this Agreement has an actual or potential conflict of interest in performing the Services. In addition, Counsel and its subcontractors shall promptly disclose to the Authority any situations, which may create possible conflicts of interest during the term of this Agreement so that appropriate action can be taken to address such situations.

15. **Legal Action:** Neither Counsel or any of its subcontractors under this Agreement shall participate, initiate or engage in any suits or other legal actions against the Authority on behalf of any third party during the term of this Agreement.

J. **Worker's Compensation:** Counsel hereby certifies that it has accepted the provision of the Workmen's Compensation Act located at 77 P.S. SPC 1 et seq., as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that said Counsel has insured said Counsel's liability thereunder in accordance with the terms of said Act.

K. **Ownership of Work Products:** All reports, papers, treaties, proposals, and other work product which results from the performance of the Services shall become the property of the Authority.

1. Authorized representatives of the U.S. Department of Housing and Urban Development, the Comptroller General of the United States of America, the Authority, the Commonwealth of Pennsylvania, the County of Allegheny and the City of Pittsburgh shall have access to any book, documents, papers, and records of Counsel which are directly pertinent to their respective Authority funded program for the purpose of making audits, examination, excerpts, and transcriptions. Audits will be performed by Authority within 120 days of

program conclusion unless audited by Counsel's auditors who present findings to Authority.

2. Non-expendable supplies and equipment purchased by Counsel under funding from the Authority will be tagged and inventoried by Authority after purchase. Upon completion of this Agreement, Authority may retain ownership of such property.
3. In the purchasing of equipment, materials, and supplies and in the award of contracts for services under this Agreement, Counsel will comply with all applicable state and local laws and in any event shall make such purchases and awards only to the lowest responsible bidder. When under \$10,000 individuals shall use competitive negotiations and invite offers orally, by telephone or in writing from at least three suppliers. When over \$10,000 individuals shall solicit bids by advertisement in at least one newspaper or by mailing solicitations or any such combination. A file shall be kept with an abstract of invitations made and offers received. All expenditures shall be supported by receipts.
4. Counsel shall comply with the provisions of Exhibit 3, attached hereto and made a part hereof, relating to Patent Rights and Rights in Data.

L. **Liability Insurance**: Counsel shall procure and maintain at its own cost and expense during the entire period of Counsel's performance under this Agreement, the following types of insurance with insurance companies authorized to operate in the Commonwealth of Pennsylvania and reasonably acceptable to Authority;

1. Professional Liability Insurance Coverage in reasonable acceptable amounts and terms.
2. Business Automobile Liability Insurance Coverage of the use of all owned, hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit.

M. **Indemnification**: Counsel shall indemnify, save, hold harmless, and defend the Authority, including its officers, agents and employees, from and against any loss, cost, damage and expense, including reasonable attorney's fees, incurred by reason of Counsel's or Counsel's subcontractors' negligent acts or omissions hereunder.

N. **Miscellaneous**:

1. This Agreement is subject to and incorporates herein the provisions of the U.S. Department of Housing and Urban Development Handbook 1530.1Rev. - 4, (Exhibit 4). During the performance of this agreement, Counsel specifically agrees to comply with all reporting and other requirements of HUD Handbook 1530.1Rev. -4.
 2. Counsel shall retain all records in connection with this Agreement or the Services provided hereunder for a period of three years after all payments required hereunder are made and all other pending matters are closed.
- O. **Changes in the Services**: The Authority, from time to time, may request changes in the Services. To the extent such revisions are mutually agreed upon by and between Authority and Counsel, they shall be incorporated in written amendments to this Agreement.
- P. **Termination**: The termination of this Agreement may occur as a result of, but is not limited to, the following circumstances:
1. Failure to comply with any of the terms or conditions of this agreement.
 2. A substantial misrepresentation, whether intentionally or negligently made by Counsel, in regards to information to be or actually furnished to the Authority.
 3. Failure to adhere to the federal and state restrictions and guidelines placed on the funding source(s) for this Agreement.
- Q. **Cancellation Notice**: The Authority reserves the right to cancel this Agreement at any time for the convenience of the Authority upon written notice to Counsel, in which event, Counsel shall only be entitled to payment for services performed up to the date of receipt of such notice.
- R. **Governing Law**: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect.
- S. **Independent Contractor**: Counsel shall perform its duties hereunder as an Independent Contractor and not as an officer, agent or employee of the Authority.

T. **EXHIBITS:** Exhibits 1, 2, and 3 regarding Debarment and Lobbying completed by the contractor in its proposal are incorporated herein as if fully set forth and are made a part of this agreement.

IN WITNESS WHEREOF, this agreement is duly executed by the parties hereto, intending to be legally bound thereby, on the day and year first above written.

SIGNATURE PAGES
BOND COUNSEL LEGAL SERVICES AGREEMENT

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH

Date: _____

Contracting Officer

[Law Firm]

Date: _____

Title: _____

Date: _____

Witness

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Qualifications
For
Bond Counsel Legal Services

ATTACHMENT B

Instruction to Offerors (HUD 5369)

ATTACHMENT B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT C

GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

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

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

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

- The awarding of any Federal contract;
- 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 Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

ATTACHMENT C.1 – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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

If HUD 5370-C applies:

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

=====

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

Certifications and Representations of Offerors

Non-Construction Contract

ATTACHMENT D

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)

- ☐ Black Americans ☐ Asian Pacific Americans
- ☐ Hispanic Americans ☐ Asian Indian Americans
- ☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY

I. SMALL BUSINESS PARTICIPATION

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

Yes _____ No _____

III. WOMEN-OWNED BUSINESS PARTICIPATION

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

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

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

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

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

ATTACHMENT F - Section 3 Clause

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

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

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

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

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

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

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



SECTION 3 OPPORTUNITIES PLAN

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

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____

SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

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

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

[] Tier I – HIRING

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

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

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

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

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

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



SECTION 3 OPPORTUNITIES PLAN

[illegible]

LIPH – HACP low income public housing resident

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

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:



SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

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

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

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

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

[] Tier IV – No New Hire Opportunity

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



SECTION 3 OPPORTUNITIES PLAN

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

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

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

ATTACHMENT G - 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	
Partner																	
Associate																	
Professional																	
Secretarial																	
Clerical																	
Other																	
Total																	

Explain all other American Minority: _____

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

ATTACHMENT H

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person.

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

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

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

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

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

Attachment I
Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

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

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

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

Scope of Proposed Services: _____

Estimated Dollar Value: _____

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

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

ATTACHMENT J
Previous Related Experience - References

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

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

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

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

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

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

Previous Related Experience – Last three (3) jobs

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

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

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

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

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

Previous Related Experience – HACP Project

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Qualifications
For
Bond Counsel Legal Services

ATTACHMENT I

FEE PROPOSAL

**RFQ #600-25-16
BOND COUNSEL LEGAL SERVICES
FEE PROPOSAL**

A. Hourly Rates**PRICE IS TO BE LISTED PER THE FOLLOWING:**

Hourly rate:

Director/President: _____

Manager: _____

Shareholder/Partner: _____

Counsel/Attorney: _____

Associates/Member: _____

Law Clerks: _____

Paralegal/Legal Assistant: _____

REIMBURSABLE EXPENSES:

Courier, Postage, Overnight Mail: _____

Printing, Photocopies/Copies: _____

Filings Fees: _____

Faxes, Telephone Calls: _____

Travel: _____

Mileage: _____

Out of Pocket: _____

B. Fee of \$_____ per \$1,000 of bond

C. Fixed Fee of \$_____ per transaction (issuance of bond)

Company Name (Printed): _____

Name (Printed): _____

Title: _____

Address: _____

Phone/Fax: _____

Email Address: _____

Signature: _____