



**REQUEST FOR PROPOSALS**  
**Property Management for 412 Boulevard of the Allies**  
**RFP #125-08-19**

**Due:**  
**February 20, 2019**  
**10:00 A.M.**

**To: Mr. Kim Detrick**  
**Procurement Director/**  
**Chief Contracting Officer**  
**100 Ross Street**  
**2<sup>nd</sup> Floor, Suite 200**  
**Pittsburgh, PA 15219**

**REVISED**

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## SECTION I INTRODUCTION

The City of Pittsburgh (City), the Urban Redevelopment Authority of Pittsburgh (URA), and the Housing Authority of the City of Pittsburgh (HACP) (collectively, the City, URA, and HACP are referred to as the “Co-Owners”), are accepting competitive proposals from experienced property management firms to manage the Co-Owners’ property located to 412 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 (the “Property”). Closing occurred on September 20, 2018 and design is underway for the LEED Silver build-out of the Property. Management decisions will be delegated to representatives of each Co-Owner.

The Co-Owners seek proposals from persons or organizations qualified to provide Property Management for the Property.

The Co-Owners are contemplating the award of a professional service contract, or contracts, for **an initial term of three (3) years with two (2), one (1) year extension options, for a total of five (5) of years.**

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

Mr. Kim Detrick – Procurement Director/Chief Contracting Officer  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
412.456.5116, Option 1  
412.456.5007 fax  
kim.detrick@hacp.org

A complete proposal package may be obtained from:

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

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

February 7, 2019  
10:00 a.m.

Pre-submission Meeting:  
Kim Detrick – Procurement Director  
412 Boulevard of the Allies  
Pittsburgh, PA 15219

February 12, 2019  
10:00 a.m.

Deadline for the final submission of written  
questions.  
Attn: Mr Kim Detrick  
Procurement Director  
Fax No.: 412-456-5007  
Email: kim.detrick@hacp.org

February 20, 2019  
10:00 a.m.

Deadline for Submission of Proposals  
  
Kim Detrick – Procurement Director  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

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

## **SECTION II SCOPE OF SERVICES**

The designated historical Property was built in 1920 and has recently undergone a complete renovation by the seller of its core, shell, and mechanical systems. The Property contains 157,930 gross square feet and includes nine (9) floors and a basement. The Co-Owners plan to build out and occupy all nine (9) floors. Located primarily on the first floor will be a “one stop shop” where the public may apply for permits, licenses, and HACP services. The basement consists of public meeting rooms, a fitness center, locker rooms, and storage rooms. There is an adjacent parking lot containing fourteen (14) spaces. Verizon Wireless leases antennae space on the roof.

The Co-Owners are responsible for their exclusive premises for such matters as build out, furniture, fixtures, and equipment. The selected Property Manager will be charged with managing the common areas and building shell such as its common mechanical systems, exterior maintenance and repair. The selected Property Manager will also seek efficiencies of scale for services within the exclusive premises such as cleaning services.

Duties of the Property Manager shall include the following:

- a) Be available and able to commence management of the building within five (5) business days of contract execution;
- b) Provide input into design of build-out;
- c) Collect and deposit antennae lease revenue and assessments from each Co-Owner monthly into an operating account (“Operating Account”) in accordance with the approved annual operating budget;
- d) Collect the Reserve for Replacement assessment from each Co-Owner and deposit all funds into the Reserve for Replacement Account;
- e) Use the Operating Account in accordance with the approved annual operating budget and bidding according to applicable law to make the following payments:
  - 1) Make utility payments;
  - 2) Pay vendors including, but not limited to, security, elevator maintenance, HVAC maintenance, fire suppression;
  - 3) Pay insurance premiums;
  - 4) Maintenance and repairs including:
    - a. Snow and ice removal from Property
    - b. Exterior including façade and windows
    - c. Common areas
    - d. Common system maintenance and repair (including, but not limited to, rooftop HVAC and distribution, building general plumbing, fire suppression, conveyance, annual inspections, preventative maintenance for building systems, and general upkeep including cleaning, window washing)
    - e. As needed, coordinate with union employees of Co-Owners to fulfill duties;
  - 5) Maintain and operate the parking lot;
  - 6) Draw property management fees;

- 7) Obtain approval from Co-Owners before paying any vendors amounts that deviate from the approved annual operating budget or other agreements;
- f) Solicit vendor services by conducting competitive bidding as required by law after obtaining Co-Owners' approval; require subcontractors to comply with and be bound by all provisions governing the Property Manager, then contract with and oversee vendors as Agent for the Co-Owners;
- g) Pay service worker prevailing wages to all employees (and employees of subcontractors) performing building service work, including, but not limited to, security, maintenance, janitorial, and cleaning services, in accordance with the City of Pittsburgh Service Worker Prevailing Wage Ordinance, and Pittsburgh City Code §§ 161.16, 161.38, and the Davis-Bacon Act;
- h) Meet at least once each quarter with the Co-Owners' representatives to review the performance and effectiveness of the Property;
- i) By September 1 of each year, prepare and submit to the Co-Owners' representatives proposed annual operating and capital budget and assist in the Co-Owners' annual assessment for the Reserve for Replacement;
- j) Recommend appropriate Property and General Liability insurance coverages and cost-effective premiums;
- k) Advise the Co-Owners on any issues related to the overall long-term stability, function and/or energy efficiency of the Property;
- l) Assure compliance with all Landlord obligations under third party leases;
- m) Prepare and submit to the Co-Owners' monthly financial statements for the Property;
- n) Prepare and implement a Minority and Women-Owned Business Enterprise (MWBE) participation plan for goods and services;
- o) Identify and perform emergency repairs to assure the safety and security of the Property where the cost is not expected to exceed \$3,000; notify the Co-Owners' assigned contact representative(s) of the Property condition and need to take emergency action;
- p) Coordinate moving in/out of offices by Co-Owners and third-party tenants;
- q) Market and lease the basement storage area totaling +/- 1,500 SF;
- r) Maintain fitness center equipment;
- s) Other duties and responsibilities as may be assigned.

### SECTION III GENERAL REQUIREMENTS

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

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 Co-Owners discovers it thereafter, then Co-Owners could terminate the contract.

Each Offeror must be in good standing with Co-Owners, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. If Offeror is not in good standing with Co-Owners, and/or any Federal, State or Municipality this must be disclosed. If a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror must disclose this information to Co-Owners. Co-Owners will consider such facts and circumstances during its evaluation of the Offeror's proposal. If the selected Offeror fails to disclose such information and Co-Owners discovers it thereafter, then Co-Owners could terminate the contract.

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

Any selected management firm ("Offeror") should be familiar with best practices for management of a building of this size and condition and with the needs of the three Co-Owners as its primary tenants. To be considered for this work, the qualification standards are as follows:

- a) Offeror and its principal(s) are in compliance with City-required licenses and are current, or have made satisfactory arrangements, with the City to become current with City taxes;
- b) As of the submission due date, Offeror (and each corporate team members, if any) shall be registered with the Pennsylvania Secretary of State and be in good standing;
- c) Offeror and its management have demonstrated experience with conducting similar work as described herein; as of the submission due date, Offeror shall have a minimum of three (3) years of experience having satisfactorily provided the same or similar services requested under this RFP;
- d) The selected Offeror for itself and its vendors shall purchase and maintain the following insurance coverage and minimum limits during the contract period. With the exception of Workers' Compensation Insurance, the Co-Owners must each be named as "additional insured" and "certificate holder" on the contractor's policy. A certificate of insurance specifying these coverages must be provided at the time of award.

| <i>Insurance</i>                             | <i>Amount</i>  |
|--|--|
| Workers' Compensation Insurance              | as required by law   |
| Comprehensive General Liability              | \$500,000 per occurrence and<br>\$1,000,000 in the aggregate |
| Comprehensive Automobile Liability Insurance | \$500,000 per occurrence                                     |

## 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**. All responses should include the RFP Summary Page (“**Exhibit A**”), proposals received without all of the required information may be deemed non-responsive. Offerors must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD/Flash Drive. If submitting your company contract for review and acceptance by Co-Owners, please include as part of technical proposal and submit an electronic version in MS Word format on the CD/Flash Drive. **In a separate sealed envelope** submit one (1) original paper, three (3) paper copies 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 Offeror.
3. Description of the Offeror’s capacity including staff resources
4. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

### B. Previous Related Experience

1. The Offeror shall list three (3) firms, governmental units, or persons for whom the Offeror has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity. (Note: If citing Co-Owners (City, URA and/or HACP), do not cite personnel names. Instead, cite the respective entity’s Procurement Department and telephone number.)
3. In addition to the references, all Offerors will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.
4. All Offerors will provide information on the most recent Co-Owners job to include all change order information and the reason for each. The most recent Co-Owners job can be one of the 3 last jobs performed if that is the case.

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

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



1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project.

**D. Methodology**

1. Project Approach: Respondents should include a detailed description as to its understanding of the Scope of Work and how it intends to meet the stated needs of the Co-Owners. The Respondent should also include the following information:
  - a. Discuss your firm's general approach to property management issues.
  - b. What are the Offeror's operating standards for managing properties, including move-in, move out, vandalism, and graffiti removal?
  - c. How will the Offeror track maintenance, repairs, and requests from Co-Owners and potential tenants?
  - d. What are your proposed response time standards?

**E. Certifications and Representations of Offerors**

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

**F. Minority and Women Business Participation Plan**

*Co-Owners MBE and WBE Goals.* It is the policy of Co-Owners to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by Co-Owners. In accordance with Executive Order 11625, Co-Owners have established a minimum threshold of twenty-five percent (25%) of the total dollar amount for MBE utilization in this contract. Co-Owners have established a ten percent (10%) minimum threshold for participation of WBEs, and, Co-Owners strongly encourages and affirmatively promotes the use of MBEs and WBEs in all Co-Owners contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

**Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with Co-Owners or lesser number if the contractor provides documentation that ten (10) certified MBE and ten (10)**

**certified WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to Co-Owners may be deemed non-responsive by Co-Owners.**

If you have any questions regarding the Co-Owners MBE/WBE goals please contact **Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer**, by e-mail at Kim.Detrack@HACP.org or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, 2nd Floor, Pittsburgh PA 15219, telephone (412) 456-5000, x8502. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include with your proposal.

### **G. Section 3 Participation**

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

To comply with the Act, the Co-Owners 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. The Co-Owners shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB the Co-Owners will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the Offeror will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP’s Section 3 program in an amount consistent with the chart below.

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

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

| <b>TOTAL LABOR DOLLARS<br/>USE TOTAL CONTRACT<br/>AMOUNT FOR SERVICE CONTRACTS</b> | <b>RESIDENT LABOR AS A % OF<br/>TOTAL LABOR<br/>A. DOLLARS</b> |
|--|--|
| Labor dollars \$25,000 but less than \$100,000                                     | 10% of the labor dollars                                       |

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

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

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Lloyd C. Wilson, Jr., Section 3 Coordinator**, by e-mail at [Lloyd.Wilson@HACP.org](mailto:Lloyd.Wilson@HACP.org) or by contacting him at Housing Authority of the City of Pittsburgh, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh PA 15219, telephone (412) 456-5000 ext. 1048. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, complete **Attachment F Section 3 Opportunities Plan** and include with your proposal.

**Any bid or proposal received from a Offeror that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to the Co-Owners may be deemed non-responsive by the Co-Owners.**

#### **H. Firm Demographics**

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

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

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

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

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

#### **K. Previous Related Experiences - References**

Complete form as provided in **Attachment J**.

#### **L. Fee Sheet**

All Offerors are required to submit their fees for providing the goods or services requested under this RFP in accordance with **Attachment K**, titled "FEE SHEET."

## **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 Offeror: Maximum 20 points**

Demonstrated successful experience and capability of the respondent in providing services described in this solicitation.

**Experience of Proposed Staff: Maximum 20 points**

Demonstrated successful experience and capability of the proposed staff and subcontractors proposed for this project in providing the services described in this solicitation.

**Capacity: Maximum 15 points**

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

**Proposed Fee: Maximum 10 points**

Proposed rates and level of service are reasonable and appropriate in relation to the services requested.

**Methodology: Maximum 15 points**

The Offeror's proposed methodology is reasonable and logical and will ensure that all requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

**MBE/WBE Participation Maximum 10 points**

Demonstrated experience and commitment of the Offeror to assist the Co-Owners in meeting their requirements and goals related to Minority/Women Business Participants.

**Section 3 Maximum 10 points**

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

**Deductions**

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

## SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 2 C.F.R. 200.319/24 C.F.R. Section 85.36 (d)(3), **Property Management Services** are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

### A. Pre-Submission Conference

A pre-submission conference will be conducted on **February 7, 2019, at 10:00 am, at 412 Boulevard of the Allies, 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 Co-Owners' representatives shall not constitute an amendment or change to this Solicitation.

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

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

Each Offeror shall submit in writing to the Chief 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 Co-Owners in order to comply with the scope of Services.

### B. Amendments to Solicitation

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

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

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

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

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

Proposals must be received at the above address no later than **February 20, 2019 at 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**

Co-Owner staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. Co-Owners 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 a Co-Owner Evaluation Committee. Co-Owners' Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

The Co-Owners reserve the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

The Co-Owners will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

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

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

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

Prior to contract execution of any professional service contracts which have a potential amount of \$50,000.00 or greater, the selected Offeror may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission (EORC) for approval.

Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

# ATTACHMENT A

Exhibit A – RFP Summary Page  
Exhibit B - Non-Debarment Certificate  
Exhibit C - Certification re: Lobbying  
Exhibit D - Disclosure of lobbying activity  
Exhibit E - Conflict of Interest

**EXHIBIT A – RFP SUMMARY PAGE**

| <b>RFP SUMMARY PAGE</b>                           |  |
|---|--|
| <b>412 Blvd of the Allies Property Management</b> |  |
| <b><i>Management Team</i></b>                     |  |
| Ownership Entity                                  |  |
| Primary Contact                                   |  |
| Business Address                                  |  |
| Phone   |  |
| E-mail  |  |
| Is lead Entity a certified MBE or WBE?            |  |
| % MBE   |  |
| %WBE  |  |
| Partner 1: Name                                   |  |
| Partner 1: % of ownership                         |  |
| Partner 2: Name                                   |  |
| Partner 2: % of ownership                         |  |
| Are any of the partners based in Pittsburgh?      |  |
| Are any of the partners MBE or WBE certified?     |  |
| <b><i>Complete any fields that apply.</i></b>     |  |
| Other (please specify)                            |  |
| Other (please specify)                            |  |
| Other (please specify)                            |  |
| Other (please specify)                            |  |
|   |  |



**EXHIBIT B - CERTIFICATION OF PROPOSER**

**REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

**EXHIBIT C - CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

**EXHIBIT D - DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

Federal Use Only

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Standard Form LLL (1/96)

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Standard Form LLL (1/96)

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

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

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

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

**EXHIBIT E - CONFLICTS OF INTEREST**

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

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

CONTRACTOR

Date: \_\_\_\_\_, 2019

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

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

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

**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. 3/31/2020)

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 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.

#### • Changes

- 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.
- 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.
- The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

## 6. Energy Efficiency

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

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach 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:

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by  
Own Employees.

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

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

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

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

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

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

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

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

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

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

## (2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

**16. Equal Employment Opportunity**

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

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

# General Conditions for Non-Construction Contracts

## Section II – (With 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. 3/31/2020)

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

- 4) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 5) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 6) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 2 Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

The work to be performed by the classification required is not performed by a classification in the wage determination;

The classification is utilized in the area by the industry; and

The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

- (f) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### • Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 2 Records

- (d) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

Name, address and Social Security Number;  
Correct work classification or classifications;  
Hourly rate or rates of monetary wages paid;  
Rate or rates of any fringe benefits provided;  
Number of daily and weekly hours worked;  
Gross wages earned;  
Any deductions made; and  
Actual wages paid.

- (e) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 3 Apprentices and Trainees

- (d) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or A training/trainee program that has received prior approval by HUD.

- (f) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (g) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (h) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (i) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iv)

(v)

Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- a Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 9. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

**Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

**12. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

**13. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

## 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:*

*3(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: \_\_\_\_\_

Chief 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)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/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 \_\_\_\_\_

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

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

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

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

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

| Consulting Firm(s)<br>(MBE) | \$ Value<br>Contract | % of Fee |
|-----------------------------|----------------------|----------|
|                             |                      |          |
|                             |                      |          |
|                             |                      |          |

**III. WOMEN-OWNED BUSINESS  
PARTICIPATION**Is the Offeror classified as a Woman-Owned  
Business Enterprise as defined in Art. 2, Part C of  
HUD-5369-C

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

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

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

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

| Consulting Firm(s)<br>(WBE) | \$ Value<br>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 135/2 CFR Part 200, 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 135/200 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 2 CFR Part 200/24 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 2 CFR Part 200/24 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 2 CFR Part 200/24 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 2 CFR Part 200/24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200/24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 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 135.1/2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

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

### **[ ] Tier I – HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # \_\_\_\_\_. The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

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

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

[illegible]

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

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





## SECTION 3 OPPORTUNITIES PLAN

### [ ] Tier II – CONTRACTING

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

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

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

### [ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

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

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

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

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

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

Signature:\_\_\_\_\_Date:\_\_\_\_\_

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

Witness Signature:\_\_\_\_\_Date:\_\_\_\_\_

| ATTACHMENT 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 |                                |
| <b>Partner</b>                   |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Associate</b>                 |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Professional</b>              |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Secretarial</b>               |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Clerical</b>                  |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Other</b>                     |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |
| <b>Total</b>                     |               |                |                  |                   |               |                      |                         |         |             |                |                  |                   |               |                      |                         |         |                                |

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

\_\_\_\_\_

\_\_\_\_\_

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

## ATTACHMENT H

|   |  |   |
|---|--|---|
| <b>Form W-9</b><br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service   | <h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> | <b>Give Form to the requester. Do not send to the IRS.</b>  |
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |  |   |
| <b>2</b> Business name/disregarded entity name, if different from above   |  |   |
| <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span><br/> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br/> <input type="checkbox"/> Other (see instructions) ▶ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> </div> <div style="width: 35%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div> |  |   |
| <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span><br>Exemption from FATCA reporting code (if any) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span><br><small>(Applies to accounts maintained outside the U.S.)</small>  |  |   |
| <b>5</b> Address (number, street, and apt. or suite no.)  |  | Requester's name and address (optional)   |
| <b>6</b> City, state, and ZIP code  |  |   |
| <b>7</b> List account number(s) here (optional)   |  |   |
| <b>Part I Taxpayer Identification Number (TIN)</b>  |  |   |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.   |  |   |
| <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.  |  | <b>Social security number</b><br><div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> OR<br><b>Employer identification number</b><br><div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> |
| <b>Part II Certification</b>  |  |   |
| Under penalties of perjury, I certify that:   |  |   |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  |  |   |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and   |  |   |
| 3. I am a U.S. citizen or other U.S. person (defined below); and  |  |   |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.   |  |   |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.   |  |   |
| <b>Sign Here</b>  | <b>Signature of U.S. person ▶</b>  | <b>Date ▶</b>   |
| <b>General Instructions</b>   |  |   |
| Section references are to the Internal Revenue Code unless otherwise noted.   |  |   |
| <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a> .  |  |   |
| <b>Purpose of Form</b>  |  |   |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  |  |   |
| <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>  |  |   |
| <ul style="list-style-type: none"> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul>   |  |   |
| Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.   |  |   |
| If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.  |  |   |
| By signing the filled-out form, you:  |  |   |
| 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),   |  |   |
| 2. Certify that you are not subject to backup withholding, or   |  |   |
| 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and   |  |   |
| 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.   |  |   |

**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 Co-Owners Project>

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

<Name of Prime Offeror> has submitted a bid for the above referenced project to the The City of Pittsburgh (City), the Urban Redevelopment Authority of Pittsburgh (URA), and the Housing Authority of the City of Pittsburgh (HACP) (collectively, the City, URA, and HACP are referred to as the “Co-Owners”).

If we are the successful Offerors and awarded the contract, <Name of Prime Offeror> 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 Offeror>

<Contact Person from MBE/WBE>

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

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

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

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

## ATTACHMENT J

### Previous Related Experience - References

The offeror shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. The Co-Owners reserve the right to contact such persons at any time prior to award and the offeror agrees that the Co-Owners 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.

|  |                                      |                              |                          |
|--|--------------------------------------|------------------------------|--------------------------|
| <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<br/>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<br/>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<br/>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 Offerors 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.

|  |                                      |                              |                          |
|--|--------------------------------------|------------------------------|--------------------------|
| <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<br/>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<br/>per Change</i> | <i>Description of Change</i> | <i>Reason for Change</i> |
| 1  |                                      |                              |                          |
| 2  |                                      |                              |                          |
| 3  |                                      |                              |                          |
| 4  |                                      |                              |                          |
| 5  |                                      |                              |                          |
| 6  |                                      |                              |                          |
| 7  |                                      |                              |                          |

|  |                                      |                              |                          |
|--|--------------------------------------|------------------------------|--------------------------|
| <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<br/>per Change</i> | <i>Description of Change</i> | <i>Reason for Change</i> |
| 1  |                                      |                              |                          |
| 2  |                                      |                              |                          |
| 3  |                                      |                              |                          |
| 4  |                                      |                              |                          |
| 5  |                                      |                              |                          |
| 6  |                                      |                              |                          |
| 7  |                                      |                              |                          |

**ATTACHMENT K****Property Manager for the 412 Boulevard of the Allies  
RFP #125-08-19  
FEE SHEET**

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**PRICE IS TO BE LISTED PER THE FOLLOWING:****PRE-OCCUPANCY***Provide cost/fees and services associated with pre-occupancy of the building***A. Administrative / Management Fee:** \$ \_\_\_\_\_  
*Provide fee on a monthly basis*

The Administrative / Management fee shall include the following services: accounting and bookkeeping, vendor management, maintenance management, move-in and move-out coordination, and storage space leasing. The Administrative / Management fee shall not include costs of all vendor services.

**B. Personnel Costs**

List below the positions included in the monthly personnel cost for the operation and management of the building. For each position listed provide position type and hourly rate (inclusive of benefits and taxes).

| <b>Position Type</b>            | <b>Hourly Rate</b> |
|---------------------------------|--------------------|
| Senior/Executive Personnel      |                    |
| Property Manager                |                    |
| Assistant Property Manager      |                    |
| Licensed Operating Engineer     |                    |
| Non-Licensed Building Personnel |                    |
| Administrative Personnel        |                    |

**C. Percentage annual escalation, if any** \_\_\_\_\_ %

**POST-OCCUPANCY**

**A. Administrative / Management Fee:** \$ \_\_\_\_\_  
*Provide fee on a monthly basis*

The Administrative / Management fee shall include the following services: accounting and bookkeeping, vendor management, maintenance management, move-in and move-out coordination, and storage space leasing. The Administrative / Management fee shall not include costs of all vendor services.

**B. Personnel Costs**

List below the positions included in the monthly personnel cost for the operation and management of the building. For each position listed provide position type and hourly rate (inclusive of benefits and taxes).

| <b>Position Type</b>            | <b>Hourly Rate</b> |
|---------------------------------|--------------------|
| Senior/Executive Personnel      |                    |
| Property Manager                |                    |
| Assistant Property Manager      |                    |
| Licensed Operating Engineer     |                    |
| Non-Licensed Building Personnel |                    |
| Administrative Personnel        |                    |

**C. Percentage annual escalation, if any** \_\_\_\_\_ %

Company Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

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

\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

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

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