



**Procurement  
Department**  
100 Ross Street,  
2<sup>nd</sup> Floor,  
Pittsburgh,  
PA 15219  
[www.hacp.org](http://www.hacp.org)

January 11, 2021

**MEMORANDUM FOR:** All potential respondents

**FROM:** Kim Detrick, Director of Procurement & Chief Contracting Officer, Housing Authority of the City of Pittsburgh

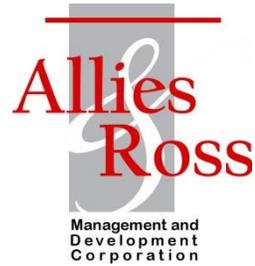
**SUBJECT:** **Request for Proposals (RFP) – LOW INCOME HOUSING TAX CREDIT INVESTOR/LIMITED PARTNER AND/OR CONSTRUCTION LENDER**

Allies & Ross Management and Development Corporation (ARMDC), a nonprofit development instrumentality of the Housing Authority City of Pittsburgh (HACP) is seeking qualified firms to respond to the attached Request for Proposals (RFP) to partially finance an 86-unit scattered sites redevelopment located in the Manchester Neighborhood of Pittsburgh, Pennsylvania using Tax-Exempt Bond financing and 4% Low Income Housing Tax Credits and U.S. Department of Housing and Urban Development's (HUD) Mixed-Finance development method.

ARMDC will **accept physical proposals along with an electronic copy (in a CD or flash drive) dropped off in person only from 8:00 a.m. until the closing time of 10:00 a.m. on Thursday, February 4, 2021** in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross St. 2nd Floor, Suite 200, Pittsburgh, PA 15219. In response to the COVID-19 Pandemic, ARMDC will **also accept online submissions** for this RFP. For respondents wishing to submit online, please go to the following web address to upload documents:

[RFP #2021-35 Low Income Housing Tax Credit Investor/Limited Partner and/or Lender – Manchester Redevelopment](#)

**All proposals must be received no later than 10:00 a.m. on Thursday, February 4, 2021, regardless of the selected delivery mechanism.**



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## **LOW INCOME HOUSING TAX CREDIT INVESTOR/LIMITED PARTNER AND/OR LENDER**

### **Request For Proposals #2021-35**

**Due: 10:00 a.m. on Thursday, February 4, 2021**

**To: Kim Detrick,  
Director of Procurement & Chief Contracting Officer,  
Housing Authority of the City of Pittsburgh**

100 Ross Street, 2<sup>nd</sup> Floor, Pittsburgh, PA 15219  
Website: [www.hacp.org/doing-business/procurement-search/](http://www.hacp.org/doing-business/procurement-search/)

January 11, 2021



Request for Proposals  
For  
Low Income Housing Tax Credit Investor/Limited Partner and/or  
Construction Lender

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**Attachments**

- Attachment A. Site Map & Property List
- Attachment B. Sources of Permanent Financing
- Attachment C. Project Operating Budget
- Attachment D. Professional Services Contract
- Attachment E. General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions
- Attachment F. Instructions to Offerors Non-Construction (HUD 5369B)
- Attachment G. Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)
- Attachment H: MBE/WBE Special Participation Summary
- Attachment I: Section 3 Clause, Section 3 Opportunities Plan and related data
- Attachment J: Sample MBE/WBE Letter of Intent
- Attachment K: Firm Demographics
- Attachment L: Request for Taxpayer Identification Number and Certifications (IRS W-9)



# SECTION I OVERVIEW

## **Executive Summary**

Allies & Ross Management and Development Corporation (ARMDC), a nonprofit development instrumentality of the Housing Authority City of Pittsburgh (HACP) is seeking qualified firms to respond through this Request for Proposals (RFP) to partially finance an 86-unit scattered sites redevelopment (Project) located in the Manchester neighborhood of Pittsburgh, Pennsylvania using Tax-Exempt Bond financing and 4% Low Income Housing Tax Credits (LIHTC) and HUD Mixed-Finance method. ARMDC is seeking written proposals from qualified firms wishing to serve in one or more of the following roles for the Project:

- 1) An investor/syndicator for a 4% Low Income Housing Tax Credit application and allocation.
  
- 2) A construction/bond purchaser.

Financing for the Project is expected to close in the fourth quarter of 2021. Respondents may propose to serve in one, or more, roles. For cost efficiencies, ARMDC strongly prefers the respondents collaborate as necessary to provide a comprehensive proposal covering all proposed roles. An individual firm can join multiple respondent teams.

## **Roles & Responsibilities**

The following is an overview of the current parties that may be involved depending on the level of need in the implementation of any upcoming ARMDC Projects:

- ARMDC will manage the design, development, financing and construction for the Project.
  
- ARMDC's to-be-formed for-profit subsidiary will serve as sole general partner of the limited partnership that will own the Project as a part of a transaction that involves the use of LIHTC's. ARMDC will provide as necessary customary guarantees and assurances regarding the repayment of the construction loan, delivery of LIHTC's and the operation of the Project. In addition, ARMDC will engage a third-party Management Agent to manage the property.



- Fukui Architects (Pittsburgh, PA) will provide architectural designs and specifications and construction administration for the Project.
- ARMDC shall complete the procurement and management of the general contractor and subcontractors separately for the Project. ARMDC shall complete this process in accordance with procurement regulations set forth by HUD pursuant to 24 Code of Federal Regulations (CFR) Part 905, Subpart F and the Pennsylvania Separations Act of 1913 (i.e. Four Prime Rule). ARMDC will evaluate each proposed Four Primes individually based on HACP procurement standards to select the lowest responsive and responsible bidder the Project.
- Ballard Spahr, LLP will provide legal services supporting the real estate transactions, LIHTC submission and other regulatory compliance related to the development and financing.
- TAG Associates, Inc. will provide financial consulting services for the Project, including, but not limited to, assistance with the development and financing strategies, submission of the 4% LIHTC application to the Pennsylvania Housing Finance Agency (PHFA) and overall deal structuring and quality control consulting services.
- PHFA will be the Bond Issuer for the development.
- ARMDC has selected a third-party Management Agent, Arco Management Corp (Arco), to provide LIHTC property management expertise to the Project and ensure compliance with all appropriate HUD and PHFA related funding regulations and requirements.

## **Description of Allies & Ross Management and Development Corporation**

### *A. Organizational Overview*

It is HACP's mission to be the flagship agency providing property management and real estate development services in the City of Pittsburgh, thereby creating environments that improve the quality of life for HACP customers. HACP services approximately 3,208 housing units either through direct property management or through third party mixed-finance developments. HACP also provides tenant-based rental assistance to approximately 5,270 residents throughout the city.

In 2007, HACP created its non-profit subsidiary, Allies & Ross Management and Development Corporation, to provide real estate development services assessing the physical viability of HACP properties, developing and implementing strategies to enhance the life cycle, maintenance and livability of HACP properties while generating



income to support future development activities. Pursuant to HUD PIH 2007-15, HACP selected ARMDC to assist in transforming public housing in the City of Pittsburgh by working cooperatively with HUD, PHFA and other entities to achieve HACP's revitalization objectives.

A seven-member Board of Commissioners appointed by the Mayor of Pittsburgh governs HACP. A five-member Board of Directors governs ARMDC. Members of both Boards perform their respective roles without financial compensation.

B. Development Experience

Since its creation, ARMDC has gained significant affordable housing development experience. ARMDC has been a lender, a non-managing general partner and a sole general partner in various limited partnerships in previous real estate development transactions. ARMDC has utilized Low Income Housing Tax Credits, tax exempt bond debt, Moving to Work and HOPE VI funds, conventional loans and state and local resources for building affordable housing. Additionally, ARMDC has gained significant experience in managing the design, construction finance and community involvement of very large projects.

Since 2015, ARMDC, along with its private development partners, have completed several projects that have helped transform communities across the city. Recent notable projects include the following:

Project:	Skyline Terrace I
Total Development Costs:	\$85,795,332
Project Financing:	Tax-Exempt Bonds, 4% LIHTC equity, mortgage, HACP Capital Funds
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Phase I redevelopment activities consisted of the completion of a multi-purpose community center, a variety of infrastructure improvements and the construction of 186 units of mixed-income housing, ranging in size from 1 to 4 bedrooms, comprised of 149 low-income and 37 market rate units.</p> <p>The redevelopment team has strived toward the goal of creating a community that is reintegrated into the Greater Hill District and fully connected to the surrounding community, with convenient access to local businesses and services. This has been accomplished by introducing new buildings, improving existing neighborhood streets,</p>



	enhancing walkability and safety, and providing neighborhood connectivity through major infrastructure improvements.
Construction Closing:	January 2015
Lease Up:	February 2016

Project:	Skyline Terrace II
Total Development Costs:	\$34,337,977
Project Financing:	Tax-Exempt Bonds, 4% LIHTC equity, mortgage, HACP Capital Funds, Deferred Developer Fee
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Skyline Terrace Phase II is the second of a multi-phase housing redevelopment plan in the Hill District.</p> <p>Phase II development activities consisted of 64 Low-Income Housing Tax Credit /Project Based Voucher affordable units, and 26 market rate units. This will include 10 UFAS (handicap accessible) units and two units equipped for hearing/visually impaired individuals.</p>
Construction Closing:	October 2016
Lease Up:	2017

Project:	Skyline Terrace III
Total Development Costs:	\$22,159,186
Project Financing:	Tax-Exempt Bonds, 9% LIHTC equity, mortgage, HACP Capital Funds
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Skyline Terrace III units represent the third phase of redevelopment activity for the former Addison Terrace public housing community.</p> <p>Phase III consists of 52 units, including 1, 2 and 3 bedroom townhomes, as well as six units that have been completed in adherence with Uniform Federal Accessibility Standards. Of the 52 units, 37 will be designated as affordable with the remaining 15 being designated as market rate.</p>
Construction Closing:	May 2017
Lease Up:	2017

Project:	Kelly-Hamilton Homes
Total Development Costs:	Tax-Exempt Bonds, 4% LIHTC equity, mortgage, HACP Capital Funds
Project Financing Sources:	\$24,384,190
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	Kelly Hamilton Homes (formerly Addison Terrace Phase 4) development is the last of four phases of mixed-income



	<p>units that will redevelop the Addison Terrace public housing community in the City of Pittsburgh. This final phase of development comprises eight (8) parcels currently owned by HACP, and twenty-five (25) tax delinquent parcels acquired by HACP from the Urban Redevelopment Authority of Pittsburgh, totaling 4.4 acres.</p> <p>The development consists of 58 units including 42 LIHTC units and 16 market rate units. The 42 LIHTC units are allocated project-based Section 8 vouchers with initial contract rents at 110% of 2017 HUD FMR for non-UFAS units (39 units) and 120% of 2017 HUD FMR for UFAS units (3 units), less appropriate utility allowances.</p>
Construction Closing:	March 2020
Lease Up:	April 2020

Project:	Cornerstone Village I
Total Development Costs:	\$35,293,583
Project Financing Sources:	Tax-Exempt Bonds, 9% LIHTC equity, mortgage, HACP Capital Funds
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Cornerstone Village's four phases of development are supported by a \$30 million Choice Neighborhoods grant from the federal Department of Housing and Urban Development. Phase I of Cornerstone Village, which spans the East Liberty and Larimer neighborhoods, includes 85 units - 81 residential apartments and four live/work units that are affordable to households with a range of incomes.</p> <p>Project Based Housing Choice Voucher subsidies are available for one-third of the units, one-third of the units will be affordable to households earning 60 percent or less of the Area Median Income (AMI) and one-third are market rate units which are unrestricted by income. Ten units are fully accessible.</p>
Construction Closing:	October 2016
Lease Up:	March 2017

Project:	Cornerstone Village II
Total Development Costs:	\$51,000,000
Project Financing Sources:	Tax-Exempt Bonds, 4% LIHTCs, 221(d)(4), HUD Choice Neighborhoods, HACP Capital Funds, City of Pittsburgh and Urban Redevelopment Authority loans and grants.
ARMDC Role:	Co-Developer and 49% Minority General Partner



Project Description:	<p>The development will consist of 150 new construction rental units in 12 buildings on 6.67 acres of land. All 150 units will be designed to a “market rate” standard with highly attractive and contextual designs building from Phase I and the broader community, as well as include high quality materials and finishes that stand the test of time. There will be 42 unrestricted market rate units, 33 LIHTC units, and 75 replacement units to serve former residents of East Liberty Gardens and Hamilton-Larimer. The market-rate, LIHTC, and replacement units will be integrated throughout the site and buildings. See Form A of the Development Proposal Calculator for the number of units by type and bedroom mix.</p> <p>The development will contain sustainable features that comply with current Enterprise Green Community standards. The buildings will feature Energy Star Version 3 certification, water conservation fixtures, and energy star appliances and lighting. Building amenities include interior lounges, bike racks, and a small 750 sq. ft. management office. Site amenities include, tot lots, picnic benches, and 120 on-site parking spaces.</p>
Construction Closing:	March 2019
Lease Up:	June 2019

Project:	Cornerstone Village III
Total Development Costs:	\$19,636,454
Project Financing Sources:	9% LIHTCs, HUD Choice Neighborhoods, HACP Capital Funds, City of Pittsburgh and Urban Redevelopment Authority loans and grants.
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Phase III will be located in the Larimer Neighborhood on Larimer Avenue and the corner along Meadow Street and Winslow Street. The site location is visible and has appeal to enhance the two completed Larimer Choice CNI developments, the existing KBK development on Larimer Avenue, and any other future developments including renovation of Larimer School. This general occupancy development of 42 residential units will include a three (3) story, new construction, elevator building along Larimer Avenue which will consist of 37 residential apartments and 5,090 gross square feet of commercial space on the ground floor. The project will also include an adjacent townhome building along Winslow Street which is comprised of five 3-bedroom units.</p>



	The commercial space to be completed by the Partnership will be limited to a “white-box” scope. The URA will fund hard and soft costs of the “white box” scope for the commercial space projected at \$636,339, which are carried in the Partnership development budget. Additionally tenant improvements referenced above are to be funded by sources outside the proposed development budget as tenants are identified through the Catapult program. The URA, Pittsburgh Economic & Industrial Development Corporation (“PEIDC”) and/or the tenants will finance and perform any/ all tenant improvements at a cost outside of the proposed development budget.
Construction Closing:	March 2021
Lease Up:	To-Be-Determined

Project:	Cornerstone Village IV
Total Development Costs:	\$19,397,000
Project Financing Sources:	9% LIHTCs, HUD Choice Neighborhoods, HACP Capital Funds, City of Pittsburgh and Urban Redevelopment Authority loans and grants.
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>Phase IV of the CNI Housing Plan includes 42 residential units. The development plan includes the rehabilitation of the Larimer School building into 35 residential units, and an additional 7 newly constructed three bedroom apartments and townhomes located directly across from the school on Winslow Street, for a total of 42 residential units. The third wing of the Larimer School building includes a former gymnasium and auditorium (“commercial space”) totaling approximately 9,898 gross square feet of space combined. The commercial space was built in 1931 as a later addition to the Larimer School and the entire building is on the National Register for Historic Places. Historic Tax Credits, in addition to LIHTC leveraged with public and private financing are being pursued to help fund rehabilitation.</p> <p>McCormack Baron Salazar (MBS) and ARMDC will redevelop the entire school building for residential use, and the commercial space will be rehabilitated into a “white box” for co-working space, food service, and health and wellness activities that serve the community at-large. The URA will be the operator of the commercial space through an ownership and management structure described below.</p>



	Rehabilitation of the commercial space by MBS will be limited to a “white box” scope of work. This will include the clean-out of existing debris, hazardous material abatement and removal, permanent roof replacement, and tempering HVAC equipment. The exterior restoration of this 1931 classical architectural facility will be performed in strict accordance within the Secretary of the Interior Standards, related to masonry restoration, window and door repair and/or placement. The interior scope of work and use as cited above may result in additional tenant build out funded by the URA. The URA, its affiliate or contractors will perform any/all tenant improvement at a cost outside of the proposed development budget.
Construction Closing:	November 2020
Lease Up:	January 2023 (projected)

Project:	Sandstone Quarry
Total Development Costs:	\$24,680,000
Project Financing Sources:	Tax-Exempt Bonds, 4% LIHTCs, HACP Capital Funds, Urban Redevelopment Authority loans and grants.
ARMDC Role:	Co-Developer and 49% Minority General Partner
Project Description:	<p>The development consists of sixty-five (65) units, including 18 market rate units and 47 LIHTC units (5 units at 20% AMI, 28 units at 50% AMI, and 14 units at 60% AMI). All 18 market rate units are set aside for incomes as unrestricted. The 47 LIHTC units are allocated project based Section 8 vouchers, less appropriate utility allowances. Rent levels are set as authorized under the HACP Moving-To-Work (MTW) Program.</p> <p>A total of 58 units total comprising of 51 units apartment building with elevator, seven (7) units consisting of five (5) row-houses and two (2) walk-up units are built on the former Allegheny Dwellings site. Another seven (7) units consisting of four (4) duplex units and three (3) townhouses are built on adjacent sites along Perrysville Avenue/Federal Street. Three (3) of the units will be UFAS designated units and one (1) units will be designated hearing/vision impaired unit.</p> <p>The development contains sustainable features that comply with current Enterprise Green Community Standards. The development will feature Energy Star appliances, water conservation fixtures including energy star appliances and lighting. Residents of the Allegheny</p>



	Dwellings Phase I development have access to a 961 square foot community room, a fitness room, a bike storage room as well as greenway trails connecting the site to the ball-fields to the east of property.
Construction Closing:	December 2017
Lease Up:	May 2019

Project:	Glen Hazel Rental Assistance Demonstration (RAD)
Total Development Costs:	\$46,533,000
Project Financing Sources:	Tax-Exempt Bonds, 4% LIHTC, HACP Capital Funds, Net Operating Income, Energy Rebates
ARMDC Role:	Developer and Sole General Partner
Project Description:	The Housing Authority of the City of Pittsburgh, through its instrumentality Allies & Ross Management and Development Corporation, is participating in the Rental Assistance Demonstration (RAD) program administered by the U.S. Department of Housing and Urban Development. The purpose of the RAD program is to preserve affordable housing by providing Public Housing Agencies (PHAs) with access to more stable funding through increased operating funds and long-term (i.e. 20-years) Section 8 contracts to allow PHAs to make needed improvements to their properties. The conversion to RAD will provide a higher operating income stream of funding and allow the converted building to utilize the additional income to leverage debt capacity. The higher income stream will support the repayment of the leveraged debt incurred over a twenty year term. The scope of work to be completed immediately following the conversion of the aggregate 225 rental apartment units (the "Project Units") will be the modernization of each unit to include new kitchens, bathrooms, flooring, windows, doors, roofs, electrical and plumbing fixtures, and heating and air conditioning upgrades. The goal of the capital improvements is to increase the standard of living for each resident while providing sustainability for the building for the next twenty year period. Pursuant to the RAD Commitment to Enter Into Housing Assistance Payments ("CHAP") issued by HUD to HACP on March, 31, 2015 (rev. July 15, 2015), ARMDC closed on the financing for the deal in November 2018. Rehabilitation construction had commenced, and was completed in July 2020.
Construction Closing:	November 2018
Lease Up:	October 2020



### C. Property Management

HACP has been managing properties since its inception in 1941. Currently, HACP directly manages 2,526 low-income public housing units in its portfolio.

ARMDC has selected a third-party Management Agent, Arco Management Corp (Arco), to provide LIHTC property management expertise to the Project and ensure compliance with all appropriate HUD and PHFA related funding regulations and requirements. As ARMDC's property management subsidiary, Allies Property Management Group (APMG), aims to obtain the capacity necessary to assume property management responsibility of the Project, Arco will perform mentoring services for an initial two-year period. After which time, APMG intends to assume property management responsibility for the balance of the 15-year tax credit compliance period and the 30-year affordability period.

### Project Information

#### A. Overview:

The Housing Authority of the City of Pittsburgh (HACP), through its instrumentality Allies & Ross Management and Development Corporation (ARMDC), plans to redevelop eighty-six (86) existing low-income public housing units, currently referred to as Manchester Commons, located in the Manchester neighborhood of the 21<sup>st</sup> Ward of the City of Pittsburgh. Initially a HOPE VI development constructed in the mid- to late-1990s, these units are scattered throughout fifty-six (56) properties in the neighborhood; there are eight (8) multifamily residential buildings, and forty-eight (48) single family homes.

HACP acquired ownership of these units through its subsidiary ARMDC - Manchester GP, LLC in 2016 with the intent to redevelop the properties through the moderate rehabilitation and comprehensive restoration of the existing housing units. All 86 units require capital improvements, modifications, and upgrades in order to improve the quality of life for residents and preserve the affordability through the HUD Rental Assistance Demonstration (RAD) program (Manchester Redevelopment). Please see the current Site Map and Property List (**Attachment A**) for the redevelopment.

The HUD Rental Assistance Demonstration (RAD) subsidy mechanism was selected to fund these improvements, as this federally-funded program allows housing authorities to convert their public housing units to Project Based Section 8 Voucher units. This



conversion generates the capital needed to improve the units, while providing HACP with access to more stable funding, which ensures long-term fiscal sustainability. None of the units will be demolished or converted to market rate; it is a one-for-one replacement of the affordability.

The planned income mix and accessibility distributions are outlined below:

**Proposed Income Mix**

<b>Targeted Income Level (AMI)</b>	<b>No. of Units</b>
0-30%	54
30-50%	16
50-60%	7
60-80%	5
80%+	4
<b>Total</b>	<b>86</b>

The units will receive Project Based Voucher subsidy per the RAD Commitment to Enter Into Housing Assistance Payment (CHAP) issued by HUD. The Contract Rents for the Manchester units is estimated at \$841 per month for one-bedroom units, \$1,048/mo. for two-bedroom units, \$1,314/mo. for three-bedroom units, and \$1,439/mo. for four-bedroom units. With this rent schedule and estimated annual operating expenses per unit of \$8,787, we project a year 1 Net Operating Income (NOI) of \$317,552.

The project is currently estimated to require total development costs of \$11.2 million. Low Income Tax Credit equity will provide an estimated \$6.7 million in development funding. Additionally, the project could support a permanent mortgage of approximately \$4.1 million. HACP will provide all other funding needed to complete the project in the form of soft debt, and deferred development fee.

### Project Financing

**PERMANENT USES**

Acquisition	\$7,933,551
Hard Costs	\$11,200,963
Soft costs	\$4,062,662
Reserves	\$582,500
Developer Fee	\$2,242,254
<b>Total Development Costs</b>	<b>\$26,021,930</b>

**PERMANENT SOURCES**

Seller note	\$7,447,800
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Tax credit equity	\$6,740,100
Permanent Loan	\$4,118,273
Deferred fee	\$1,538,277
HACP soft loan	\$6,177,480
<b>Total sources</b>	<b>\$26,021,930</b>

Additional notes:

- ARMDC has a wholly-owned subsidiary, ARMDC Guarantee Corporation, LLC, with \$5 million capitalized to enable it to provide various guarantees.
- HACP will enter into a 99-year ground lease with the ownership entity upon closing.
- HACP is flexible in structuring the interest rate and term of its soft loan to ensure Project feasibility and to optimize its tax losses.
- The construction loan will need to be structured as a tax-exempt private activity bond to trigger eligibility for tax credits.

**Project Schedule**

ARMDC has established the following development milestones. The financial partners are expected to be able to execute in accordance the schedule. All dates are subject to change. Financing for the Project is expected to close by December 2021.

<b>Activity</b>	<b>Date</b>
Issue Solicitation for Debt & Equity Partners	January 2021
Signed Investor Letter of Intent / Lender Term Sheet	February 2021
Submit 4% Tax Credit Application / Request Allocation of Tax Exempt Bond Volume Cap	June 2021
Receive 4% Tax Credit Application / Allocation of Tax Exempt Bond Volume Cap	August 2021
Financial Closing	December 2021
Start Construction	March 2022
Construction Completion	March 2023



## Timeline for this RFP

Following are the key dates and submission instructions associated with this RFP.

Pre-submission Meeting will be held via an audio conference on:	11:00 a.m. on <b>Thursday, January 21, 2021</b> Join Zoom Meeting <a href="https://zoom.us/j/91712764685?pwd=TWVyWmlrMmdZa1VTYTM4dUVCREIJQT09">https://zoom.us/j/91712764685?pwd=TWVyWmlrMmdZa1VTYTM4dUVCREIJQT09</a> Meeting ID: 917 1276 4685 Passcode: 809415  Dial by your location +1 929 205 6099 US (New York) Meeting ID: 917 1276 4685 Passcode: 809415
Questions regarding this RFP must be submitted by:	10:00 a.m on <b>Thursday, January 28, 2021</b> Email questions to: Kim Detrick at <a href="mailto:Kim.Detrick@hacp.org">Kim.Detrick@hacp.org</a>
Due Date for Submission of Proposals	10:00 a.m. on <b>Thursday, February 4, 2021</b>
Submit Applications to:	In person drop-off: <b>Only from 8:00 a.m. until the closing time of 10:00 a.m. on Thursday, February 4, 2021</b> in the lobby of 100 Ross St. Pittsburgh, PA 15219.  By mail: Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross St. 2nd Floor, Suite 200, Pittsburgh, PA 15219.  Online: For respondents wishing to submit online, please go to the following web address to upload documents: <a href="#">RFP #2021-35 Low Income Housing Tax Credit Investor/Limited Partner and/or Construction Lender – Manchester Redevelopment</a>  <b>All proposals must be received no later than 10:00 a.m. on Thursday, February 4, 2021, regardless of the selected delivery mechanism.</b>



## **SECTION II SCOPE OF INVESTOR AND LENDER PARTICIPATION**

The LIHTC Investor and Construction/Bridge Lender participation will include, but are not limited to, the following:

### 1) Tax Credit Investor

A tax credit investor will be required to draft for ARMDC's review a partnership agreement and other ancillary agreements, pursuant to the terms presented in the accepted Investor Letter of Intent (LOI). The tax credit investor will coordinate with its own counsel in preparing the tax opinion for the transaction, which will be paid for by the tax credit investor. Where feasible, the tax credit investor shall share third-party reports with the lender(s) to streamline due diligence and minimize related costs.

### 2) Lender

A lender providing construction and/or short-term bond financing will have the following responsibilities, without limitation:

- Working in conjunction with ARMDC's financial advisor, advise and assist ARMDC in formulating and executing a debt financing plan that best accomplished the purposes of the financing at the lowest possible upfront and ongoing cost and most favorable terms for the borrower.
- Assist lenders' counsel in preparing documentation for the financing.
- Where appropriate and customary as when HUD loan programs are being used, assist ARMDC in preparing materials necessary for HUD review and approval.
- Where feasible, share third party reports with the tax credit investor(s) to streamline due diligence and minimize related costs.

HACP and ARMDC will perform programmatic and underwriting analysis on all proposals received in response to this RFP.



## **SECTION III GENERAL REQUIREMENTS**

### Good Standing and No Debarments/Suspensions

Good standing means continuously being in compliance with all explicit obligations, while not being subject to any form of debt, sanction, debarment, suspension, disciplinary censure or any form of lawful preclusion from participating in any public procurement activity.

Each Respondent must be in good standing with HACP, ARMDC, and any Federal, State or Municipal entity that has or had a contracting relationship with the Respondent. If the Respondent is not in good standing with HACP, ARMDC and/or any Federal, State or Municipal entity, or if a Federal, State or Municipal entity has terminated any contract with a Respondent for deficiencies or defaults, that Respondent must disclose this information to ARMDC in its proposal. ARMDC will consider such facts and circumstances during its evaluation of the Respondent's proposal, which may be sufficient ground for disqualification. If the Respondent is selected, but failed to disclose such information and ARMDC discovers it thereafter, then HACP could terminate the contract.

Respondents must have and maintain all necessary insurance to cover malpractice liability and workers' compensation at all times, at least from the date of responding to this RFP.

### Eligible Respondents

An eligible Respondent is a private, for-profit or non-profit individual or business, corporation, partnership, firm, joint venture or other legal entity, duly organized and authorized to do business in the City of Pittsburgh. Eligible Respondents must be financially sound and able to provide the services being procured by ARMDC.



## SECTION IV PROPOSAL SUBMISSION INSTRUCTIONS & REQUIREMENTS

Offerors submitting Proposals should fully read and comprehend the ***General Contract Conditions, Non-Construction (HUD 5370C) and Supplemental General Conditions*** provided in **Attachment E** and ***Instructions to Offerors (HUD 5369B)*** provided in **Attachment F**. Proposals received without all of the required information may be deemed non-responsive and rejected. Offerors must submit one (1) original plus five (5) paper copies of their Proposal and one (1) electronic copy in .PDF format on a CD or flash drive. Proposals received without all of the required information may be deemed non-responsive.

The Respondent must submit a letter that references the Solicitation by name and number, summarize what specific financing role(s) the response is for and indicate whether the response is from multiple firms working jointly and, if so, the nature and previous collaboration efforts of that team. Respondents may also wish to provide a concise summary of the Proposer's organization and generally introduce ARMDC to the capabilities of the firm.

The proposal submission instructions below follow the order and explain each of the submission requirements. **Proposals without all of the required information may be deemed non-responsive and failure to follow the instructions may result in the deduction of points.**

For hardcopy submissions, HACP will accept physical proposals dropped off in person only from 8:00 a.m. until the closing time of 10:00 a.m. on Thursday, February 4, 2021 in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross St. 2nd Floor, Suite 200, Pittsburgh, PA 15219.

For online submissions, in response to the COVID-19 Pandemic, HACP will also accept online submissions for this RFP. For respondents wishing to submit online, please go to the following web address to upload documents: [RFP #2021-35 Low Income Housing Tax Credit Investor/Limited Partner and/or Lender – Manchester Redevelopment](#). Please include your name and email address when prompted before submitting, and upload all relevant attachments in the same document (Technical & Fee Proposal separate). Formatting for online submission should be organized in the same manner as if submitting the information via CD or flash drive. The title of the uploaded proposal shall be as follows: **[Full Company Name]\_RFP #2021-35 Proposal**. In the unlikely



event your proposal is too large to be uploaded as a single file, add: \_Part-1, \_Part-2... etc. to the end of the file name.

A hardcopy submission must be submitted in a three-ring binder and tabbed numerically according to the Underwriting Proposal Checklist. An online submission must be organized numerically according to the Underwriting Proposal Checklist. **Proposals not received in this manner may be deemed non-responsive and may result in the deduction of points.**

**All proposals must be received no later than 10:00 a.m. on Thursday, February 4, 2021, regardless of the selected delivery mechanism.**

The instructions and requirements are as follows:

#### **A. General Information**

- 1) Letter of Interest (Cover Letter). The letter must bear the signature of a principal or officer of the Respondent.
- 2) Description of the Offeror's capacity including staff, a statement of the organization's capabilities, an organization chart or other information that illustrates available staff resources and qualifications of key personnel.
- 3) American Land Title Association (ALTA) Survey requirements, if any, for the third-party ALTA Surveyor selected by ARMDC.

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

Describe why Offeror feels its organization is qualified to provide the requested services.

- 1) Low Income Housing Tax Credit investor or syndicator, please provide the following as an expression of the Offeror's previous related experience:
  - a) Number of years in business
  - b) Biographies of senior management (such as president, director of underwriting, director of originations, director of stabilization/asset management) and number of years each person has been with the firm
  - c) The total volume of equity investments closed to date, including the total equity volume, number of transactions, and number of units, and extent of experience in Pennsylvania
  - d) Examples of three recently closed transactions, preferably including at least one transaction in which a housing authority was involved. In addition to describing each transaction, provide



contact information for a general partner reference who was directly involved in the transaction

- e) Equity investors should indicate whether they have in-house capability to provide bridge loans.
- 2) Construction/Bridge and/or Permanent lender, please provide the following as an expression of the Offeror's previous related experience:
- a) A listing of all loan types available in the lender's platform, including where applicable construction loans, equity bridge loans, conduit permanent loans, Fannie Mae and Freddie Mac loans, and all available HUD/FHA loan types
  - b) Biographies of senior management (such as president, director of underwriting, director of loan production, director of loan administration/asset management) and number of years each person has been with the firm;
  - c) Examples of recently closed transactions, preferably including at least one transaction in which a housing authority was involved. In addition to describing each transaction, provide contact information for a borrower reference who was directly involved in the transaction.

Such listing shall include at least the following information:

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

### **C. Proposed Staffing Responsibilities and Qualifications**

Provide the following information relative to the proposed staffing to underwrite the deal.

Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience in underwriting 4% LIHTC/TEB transactions.



#### **D. Execution of Professional Services Contract (If Applicable)**

Each Offeror must review the Professional Services Contract included as Attachment D and the General Contract Conditions Non-Construction (HUD 5370-C) and Supplemental General Conditions included Attachment E. Each Offeror must sign the Professional Services Contract and return it to ARMDC as a part of its proposal. By signing this Professional Services Contract, if ARMDC accepts and signs the Professional Services Contract, the Professional Services Contract shall be binding on both parties.

#### **E. Certifications and Representations of Offerors (If Applicable)**

Each Offeror must complete the Certifications and Representations of Offerors – Non-Construction (HUD 5369-C) provided in Attachment G.

#### **F. Minority and Women Business Participation (If Applicable)**

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with ARMDC, HACP, and City of Pittsburgh's goals of 25% Minority-owned Business Enterprise and 10% Woman-owned Business Enterprise participation. Also, complete the table provided in Attachment H and include with your submission.

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact **Mr. Kim Detrick, Director of Procurement/Contracting Officer by e-mail at [kim.detrick@hacp.org](mailto:kim.detrick@hacp.org)** or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 643-2832.

#### **G. Section 3 Participation (If Applicable)**

Provide a written plan that describes ways the Offeror will assist ARMDC/HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. Also, refer to the Section 3 Clause and complete the form provided in Attachment I and include with your submission. Qualifications must demonstrate how the Offeror intends to meet or exceed these goals.

If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Mr. Lloyd Wilson, Section 3 Coordinator, by e-mail at [lloyd.wilson@hacp.org](mailto:lloyd.wilson@hacp.org)** or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 643-2835.



**H. MBE/WBE Letter of Intent (If Applicable)**

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

**I. Firm Demographics (If Applicable)**

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

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

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



## **SECTION V PROPOSAL CONTENT FOR LIHTC INVESTORS**

Proposals from LIHTC investors must address each of the items below. Respondents should note any assumptions that differ from those included in this Solicitation.

### **1) Pay-In Amount and Tax Credit Price**

State the underwriting criteria used by your firm to determine the maximum total proposed capital contribution to a project.

### **2) Credit Delivery Assumptions**

Please indicate expected first year credits and conditions for any upward or downward adjusters.

### **3) Pay-In Schedule**

Please provide your proposed pay-in schedule stating the percentage of total equity that each payment represents, the approximate calendar date you assume for each pay-in, and all conditions (including any administrative ones) precedent to each pay-in. Describe also the purposes to which you would restrict the spending of each pay-in, if any (e.g. construction costs, reserves, developer fee, etc.).

### **4) Adjusters**

Describe any typical capital contribution adjustment provisions if there is an increase or reduction in credits and/or acceleration or delay in credit delivery. Note whether there are limits on any adjustments.

### **5) Fees and Expenses**

Describe the typical amounts and types of any upfront or ongoing fees to the investor such as an annual asset management fee. Note whether any fees would escalate over time and, if so, by what amount. For ongoing fees, if the payment source and/or priority are not described in the cash flow distribution provided elsewhere in your proposal, describe the relevant provisions here. Describe also the amount and character of any upfront or ongoing expenses for which you would require reimbursement. Assume that your legal counsel will provide the tax opinion.



## **6) Guarantees and Net Worth Requirements**

Describe the terms of each guarantee that will be required. State the name of the guarantor, timing and conditions for reduction and/or termination of the guarantee, and any reimbursement provisions for payments made on the guarantee.

In addition, please state any net worth and liquidity requirement for the guarantor.

ARMDC will not guarantee losses or pay for “projected losses” upon acquisition of the property at the end of the compliance period.

## **7) Reserves**

Describe typical reserves requirements, indicating the amount of each reserve as a percentage of the operating budget and/or as a per unit per annum, the timing of funding each reserve, and acknowledge and affirm PHFA’s required language relative to reserves.

## **8) Cash Flow**

ARMDC prefers to retain as much of the net cash flow after obligations as possible. Please indicate your proposed typical split of this remaining cash flow between ARMDC and the Investor, both during the compliance period and upon sale or refinancing.

## **9) Back-End Tax Projection**

State any depreciation assumptions you typically use to calculate your projected back-end tax liability.

## **10) Insurance Requirements**

Describe your typical insurance requirements and, specifically, whether any special (e.g., earthquake, mold, terrorism) insurance coverage will be required.

## **11) Property Management Requirements**

State any typical property management requirements necessary for your firm. ARMDC has arranged management by a third-party firm through a competitive process.



## **12) End of Compliance Period**

ARMDC's desired purchase option price is the balance of debt. A specific purchase option price is negotiable. However, in no instance will ARMDC pay more than the amount allowed by law or the property's fair market value assuming ongoing affordability restrictions and deducting customary brokerage commissions. ARMDC will not accept any purchase option provisions that would require it to pay for projected losses. ARMDC desires an option to purchase the property that continues for at least three years, beginning in year 15, and a right of first refusal at any time following the end of the 15-year initial compliance period.

ARMDC prefers there not be a put option requiring the sale of the property if the option to purchase is not exercised, and will not accept a put option with an exercise term beginning before the expiration of ARMDC's purchase option.

For public policy reasons, it is critical that ARMDC or its non-profit affiliate retain its purchase option and right of first refusal even in the extremely unlikely event ARMDC would ever be removed as general partner. ARMDC would be willing to consider a proposal that required ARMDC to reimburse an investor's direct costs of removing ARMDC as general partner in order for ARMDC to retain the purchase option and right of first refusal. ARMDC will give preference to those submissions which give a competitive equity raise as well as model capital accounts to reduce exit tax liability at the end of the compliance period. Such options could include allocating net losses 100% to the GP and 0% to the Investor after the later to occur of (1) the 10 year tax credit period has expired; (2) the capital account of the Investor has been reduced to \$0. Again, the intent of this provision is to minimize the "exit tax" for the Investor if and when the Property is sold or the Investor sells its interest in the Partnership while ensuring the Investor is allocated 99.99% of the Net Losses and LIHTCs during the entire 10 year tax credit period.

## **13) Due Diligence and Closing Requirements**

Describe your internal approval process, due diligence requirements and all other requirements or processes that ARMDC should anticipate as a requisite to closing.

Describe any limiting conditions on your proposal such as time required to obtain approvals from the ultimate investor or internal committees.

ARMDC prefers that no investor be included in the limited partnership that has a separate review and approval of deal terms beyond those of the syndicator. If you are



proposing such an investor transaction, please name them and describe that investor's review and approval rights.

#### **14) Previous Public Housing Low Income Housing Tax Credit Experience**

Please state your company's experience with transactions involving Low Income Housing Tax Credits for public housing units and list the projects that illustrate your company's prior experience. Experience should be as a direct investor.

#### **15) Previous Experience with Housing Authority or its affiliate as General Partner**

Please state your company's experience with transactions in which a housing authority or its affiliate is the General Partner of a Limited Partnership.

#### **16) Underwriting Process**

Provide a brief description of your firm's underwriting process and typical time line for signing a letter of intent to closing.

#### **17) Investor Counsel**

Provide the name of the firm(s) and the individual lawyers that would be used to represent the investor. Include a detailed summary of the individual lawyer's experience relevant to this project.



## SECTION VI PROPOSAL CONTENT FOR LENDERS

Where applicable, proposals from lenders that offer any/all of the loan products listed below, the lender should provide the applicable information requested. To facilitate evaluation, proposals should be organized in the order of the outlines set forth below to the extent possible. Please identify the issue being addressed in the introduction to each of your responses. Respondents should set out any assumptions that differ from those included in this Solicitation. Respondents may choose to provide sample term sheets or product information sheets in lieu of preparing itemized answers to the questions below; these can be provided to respond so long as they address all of the requested information. For each of the loan products offered, respondents should also provide the following information specific to that particular loan product:

- Firm experience with this type of loan, including number of loans and dollar volume;
- Experience making these loans in transactions with housing authority involvement;
- Experience making these loans in Pittsburgh or elsewhere in the Commonwealth of Pennsylvania;
- Description of the underwriting process.

Respondents should describe the proposed debt structure and specify why it has been deemed optimal for this project. Note that at a minimum, the terms should include:

- A term of 18 months for the construction loan, with a 6 month extension option
- A permanent loan term of at least 15 years (tax credit compliance period), with 18 years or greater preferred. Please indicate amortization period, and whether it will be 35 years or more.
- Loan should be sized to a maximum 1.2 DSCR at conversion.
- A loan to value (LTV) ratio of at least 80%, with 90% as a preferred option.
- During conversion period, operating data shall be adjusted to reflect the anticipated expenses of a stabilized property; non-recurring expenses such as leasing bonuses and lease-up marketing shall not be considered.
- *Actual* insurance, and projected utilities costs based on any energy improvements to be undertaken as part of the project, will be used for sizing based on the lenders' applicable policy.
- Preference will be given to lenders who permit more flexibility with regard to conversions at a loan amount which is less than committed. Should the partnership convert to a permanent loan which is less than committed, please



outline any prepayment, yield maintenance, hedge costs, or similar fees which may be assessed as a result.

- Loan must be non-recourse to the borrower or guarantor with customary bad act and environmental carve-outs.

Please state:

- Interest rate stack, including index used, spread and underwriting cushion.
- Any yield maintenance provisions and penalties.
- Construction period insurance requirements.
- Change order limits and lender approval process.
- What are the constraints on the size of the loan?
- Are you comfortable bridging the equity of a third party investor, and if so how are these loans structured?
- What are typical origination and legal fees for loans of this type?
- What are your typical origination and legal fees for construction loans?
- For construction loans, the lender may submit product sheets provided they address all of the loan characteristics listed above.



**SECTION VII  
EVALUATION CRITERIA**

**LIHTC EQUITY INVESTORS  
Maximum 100 Points**

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response in accordance with the scoring criteria that are summarized below. Responses may receive a maximum score of one hundred (100) points, subdivided as follows:

**Experience of Firm:** **Maximum 5 points**  
Demonstrated successful experience and capability of the Offeror in closing LIHTC equity investments.

**Experience and Stability of Senior Management** **Maximum 3 points**  
Experience of the firm's senior management as demonstrated in individual biographies, and the length of service of these individuals with the firm.

**Business Term/Underwriting Requirements** **Maximum 70 points**  
Reasonableness and flexibility of firm's business terms and underwriting guidelines.

**Underwriting and Closing Process** **Maximum 5 points**  
Clarity, comprehensiveness, and speed of the firm's underwriting and closing process.

**Experience with Mixed Finance Transactions** **Maximum 5 points**  
Experience of the firm with HUD Rental Assistance Demonstration developments, and other developments involving the revitalization of public housing communities.

**Experience with RAD and Project-Based Vouchers** **Maximum 2 points**  
Experience of the firm with the Rental Assistance Demonstration program and project-based voucher subsidy.

**Experience with a PHA as the Primary General Partner** **Maximum 5 points**  
Experience of the firm on transactions where a housing authority or an affiliate of a housing authority is the primary general partner.

**MBE/WBE Section 3 Participation** **Maximum 5 points**  
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Minority/Women Business subcontracting



and employment opportunities, and demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3 (training and employment of public housing residents). If an Offeror does not submit the necessary information connected with meeting the MBE/WBE and Section 3 requirements, then the Offeror must provide information about the corporate policy of the firm as it relates to the two requirements respectively.

**Deductions**

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



**CONSTRUCTION/PERMANENT LENDERS**  
**Maximum 100 Points**

**Experience of Firm:** **Maximum 5 points**  
Demonstrated successful experience and capability of the Offeror in closing LIHTC equity investments

**Experience and Stability of Senior Management:** **Maximum 3 points**  
Experience of the firm's senior management as demonstrated in individual biographies, and the length of service of these individuals with the firm.

**Range of Available Loan Products** **Maximum 2 points**  
Ability to provide a range of loan products, including construction loans and bridge loans.

**Business Terms/Underwriting Requirements** **Maximum 68 points**  
Reasonableness and flexibility of firm's business terms and underwriting guidelines.

**Underwriting and Closing Process** **Maximum 5 points**  
Clarity, comprehensiveness, and speed of the firm's underwriting and closing process.

**Experience with Mixed Finance Transactions** **Maximum 5 points**  
Experience of the firm with HUD Mixed-Finance Developments, Rental Assistance Demonstration developments, and other developments involving the revitalization of public housing communities.

**Experience with RAD and Project-Based Vouchers** **Maximum 2 points**  
Experience of the firm with the Rental Assistance Demonstration program and project-based voucher subsidy.

**Experience with a PHA as the Borrower** **Maximum 5 points**  
Experience of the firm on transactions where a housing authority or an affiliate of a housing authority is the primary general partner.

**MBE/WBE Section 3 Participation** **Maximum 5 points**  
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Minority/Women Business subcontracting and employment opportunities, and demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3 (training and employment of public housing residents). If an Offeror does not submit the



necessary information connected with meeting the MBE/WBE and Section 3 requirements, then the Offeror must provide information about the corporate policy of the firm as it relates to the two requirements respectively.

**Deductions**

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



## SECTION VIII PROCUREMENT AND AWARD PROCESS

Pursuant to 2 C.F.R. 200.319/24 CFR 983, 24 C.F.R. Section 85.36(d)(3) and if relevant 24 C.F.R Section 900.316, HACP is conducting this competitive selection. The following instructions are intended to aid Offerors in the preparation of their Responses:

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

A pre-submission conference will be conducted at **11:00 a.m. on Thursday, January 21, 2021**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

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

All prospective Respondents are strongly encouraged to attend the Pre-Submission Conference and site visit. Failure to attend will not excuse the legal contractual duties imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the varying conditions at each site.

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

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

Notwithstanding any information that may be contained in the solicitation and amendments thereto, Respondents are responsible for obtaining all information required thus enabling them to submit proposals. **No claim whatsoever and/or change orders will be accepted arising out Offeror's failure to familiarize themselves with the scope of services and the various locations and types of properties prior to submitting responses.**



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

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

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

HACP will **accept physical proposals dropped off in person only from 8:00 a.m. until the closing time of 10:00 a.m. on Thursday, February 4, 2021** in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross St. 2nd Floor, Suite 200, Pittsburgh, PA 15219. In response to the COVID-19 Pandemic, HACP will **also accept online submissions** for this RFP. For respondents wishing to submit online, please go to the following web address to upload documents:

[RFP #2021-35 Low Income Housing Tax Credit Investor/Limited Partner and/or Construction Lender – Manchester Redevelopment](#)

**All proposals must be received no later than 10:00 a.m. on Thursday, February 4, 2021 regardless of the selected delivery mechanism.**

Any response received after the specified deadline shall be automatically rejected and will be returned unopened. Any amendments to a response must be received before the specified response due date and time established for the delivery of the original response.

### **D. Evaluation and Award Process**

ARMDC staff will review each proposal to determine if it was complete and if it was responsive to this Request for proposals. HACP may allow a Respondent to correct minor deficiencies in its proposal that does not materially affect the proposal.

All proposals determined to be complete and responsive will be provided to an ARMDC Evaluation Committee. ARMDC's Evaluation Committee will evaluate the proposals utilizing the criteria established in Section IV of this RFP.

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



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

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

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

**Proposals that meet these requirements will be evaluated and ranked by the ARMDC evaluation committee. An ARMDC ranking list will be prepared according to the points awarded to each proposal. ARMDC may, in its discretion, select one or more of the proposals submitted, or none of the proposals submitted. ARMDC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by ARMDC to be in its best interests. ARMDC shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.**



## **LIST OF ATTACHMENTS (If Applicable)**

<b>ATTACHMENT A</b>	Site Map & Property List
<b>ATTACHMENT B</b>	Sources of Permanent Financing
<b>ATTACHMENT C</b>	Project Operating Budget
<b>ATTACHMENT D</b>	Professional Services Contract
<b>ATTACHMENT E</b>	General Conditions for Non-Construction Contracts (HUD 5370C) and Supplemental General Conditions
<b>ATTACHMENT F</b>	Instructions to Offerors Non-Construction (HUD 5369B)
<b>ATTACHMENT G</b>	Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)
<b>ATTACHMENT H</b>	MBE/WBE Special Participation Summary
<b>ATTACHMENT I</b>	Section 3 Clause, Section 3 Opportunities Plan and related data
<b>ATTACHMENT J</b>	Sample MBE/WBE Letter of Intent
<b>ATTACHMENT K</b>	Firm Demographics
<b>ATTACHMENT L</b>	Request for Taxpayer Identification Number and Certifications (IRS W-9)



**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT A**

**SITE MAP & PROPERTY LIST**





**Manchester Hope VI 86 - Master Unit List - Single Family**

	Address	Block/Lot	No. of		Year Built	Acreage	Square Feet
			Bedrooms	Bathrooms			
1	1104 W. North Ave	0022-R-00287-0000-00	2		1999	0.0967	4,215
2	1106 W. North Ave	0022-R-00286-0000-00	3		1999	0.0569	2,480
3	1108 W. North Ave	0022-R-00285-0000-00	3		1999	0.0534	2,325
4	1406 W. North Ave	0007-B-00344-0000-00	3		1998	0.067	2,914
5	1412 W. North Ave	0007-B-00341-0000-00	2		1996	0.057	2,483
6	1331 Adams St	0022-F-00134-0000-00	4		1998	0.092	4,008
7	1337 Adams St	0022-F-00131-0000-00	3		1996	0.075	3,267
8	1341 Adams St	0022-F-00129-0000-00	3		1996	0.059	2,570
9	1402 Adams St	0022-F-00090-0000-00	3		1995	0.0629	2,744
10	1404 Adams St	0022-F-00092-0000-00	2		1995	0.067	2,918
11	1406 Adams St	0022-F-00098-0000-00	2		1995	0.096	4,181
12	1422 Nixon St	0022-E-00338-0000-00	2		1997	0.032	1,400
13	1424 Nixon St	0022-E-00337-0000-00	4		1997	0.118	5,160
14	1429 Nixon St	0022-E-00305-0000-00	2		1997	0.065	2,838
15	1431 Nixon St	0022-E-00307-0000-00	3		1997	0.0826	3,600
16	1439 Adams St	0022-E-00262-0000-00	3		1997	0.055	2,400
17	1441 Adams St	0022-E-00263-0000-00	2		1997	0.069	3,006
18	1443 Adams St	0022-E-00264-0000-00	3		1997	0.145	6,300
19	1205 Juniata St	0022-L-00018-0000-00	2		1996	0.0547	2,385
20	1207 Juniata St	0022-L-00015-0000-00	3		1996	0.056	2,437
21	1017 Pennsylvania Ave	0022-R-00067-0000-00	3		1995	0.063	2,760
22	1019 Pennsylvania Ave	0022-R-00068-0000-00	3		1995	0.073	3,174
23	1101 Pennsylvania Ave	0022-R-00074-0000-00	3		1995	0.074	3,228
24	1103 Pennsylvania Ave	0022-R-00075-0000-00	3		1995	0.063	2,760
25	1105 Pennsylvania Ave	0022-R-00076-0000-00	2		1995	0.079	3,441
26	1107 Sheffield St	0022-R-00198-0000-00	3		1998	0.065	2,852
27	1109 Sheffield St	0022-R-00199-0000-00	4		1998	0.075	3,267
28	1131 Sheffield St	0022-R-00214-0000-00	4		1997	0.057	2,480
29	1133 Sheffield St	0022-R-00215-0000-00	3		1997	0.062	2,713
30	1223 Sheffield St	0022-R-00319-0000-00	3		2000	0.071	3,100
31	1225 Sheffield St	0022-R-00317-0000-00	2		2000	0.065	2,852
32	1227 Sheffield St	0022-R-00315-0000-00	4		2000	0.065	2,852
33	1229 Sheffield St	0022-R-00313-0000-00	4		2000	0.057	2,480
34	1241 Sheffield St	0022-R-00305-0000-00	2		2000	0.068	2,976
35	1242 W. North Ave	0022-R-00251-0000-00	4		1995	0.095	4,168
36	1303 Fulton St	0022-P-00152-0000-00	4		1998	0.029	1,263
37	1305 Fulton St	0022-P-00153-0000-00	4		1998	0.018	784
38	1307 Fulton St	0022-P-00154-0000-00	2		1998	0.021	915
39	1315 Pennsylvania Ave	0022-P-00161-0000-00	3		2008	0.077	3,378
40	1329 N. Franklin St	0022-K-00327-0000-00	3		1996	0.071	3,093
41	1331 N. Franklin St	0022-K-00326-0000-00	2		1996	0.06	2,614
42	1333 N. Franklin St	0022-K-00325-0000-00	4		1996	0.06	2,614
43	1335 N. Franklin St	0022-K-00324-0000-00	4		1996	0.06	2,614
44	1403 Page St	0007-B-00157-0000-00	3		1995	0.104	4,530
45	1405 Page St	0007-B-00158-0000-00	3		1995	0.204	8,880
46	1323 Columbus Ave - 1	0022-K-00031-0000-00	3		1900	0.0286	1,248
47	1325 Columbus Ave - 2	0022-K-00030-0000-00	3		1900	0.028	1,233
48	1327 Columbus St - 3	0022-K-00029-0000-00	3		1900	0.06	2,616

**Manchester Hope VI 86 - Master Unit List - Multifamily**

	Address	Block/Lot	No. of		Year Built	Acreage	Square Feet
			Bedrooms	Bathrooms			
1	1100 Sheffield St - 101	0022-R-00167-0000-00		1	1872	0.36	8,280
	1100 Sheffield St - 102			1			
	1100 Sheffield St - 103			1			
	1100 Sheffield St - 104			1			
	1100 Sheffield St - 201			1			
	1100 Sheffield St - 202			1			
	1100 Sheffield St - 203			1			
	1100 Sheffield St - 204			1			
	1100 Sheffield St - 301			1			
	1100 Sheffield St - 302			1			
	1100 Sheffield St - 303			1			
	1100 Sheffield St - 304			1			
	1100 Sheffield St - 401			1			
	1100 Sheffield St - 402			1			
2	1100 Sheffield St - 403			1			
	1111 Sheffield St - 100	0022-R-00200-0000-00		2	1900	0.083	3,348
	1111 Sheffield St - 200			2			
1111 Sheffield St - 201			3				
3	1130 Sheffield St - 1	0022-R-00150-0000-00		3	1965	0.076	2,760
	1130 Sheffield St - 2			3			
	1130 Sheffield St - 3			2			
4	1132 Sheffield St - 1	0022-R-00149-0000-00		3	1965	0.076	2,760
	1132 Sheffield St - 2			3			
	1132 Sheffield St - 3			2			
5	1134 Sheffield St - A	0022-R-00148-0000-00		4	1965	0.076	2,760
	1134 Sheffield St - B			4			
6	1315 Liverpool St - 1	0022-P-00052-0000-00		1	1900	0.202	8,700
	1315 Liverpool St - 2			1			
	1315 Liverpool St - 3			1			
	1315 Liverpool St - 4			1			
	1315 Liverpool St - 5			1			
	1315 Liverpool St - 6			1			
	1315 Liverpool St - 7			1			
	1315 Liverpool St - 8			1			
7	1529 Sedgwick - Front	0022-L-00141-0000-00		2	1874	0.057	1,392
	1529 Sedgwick - Back			1			
8	1208 Liverpool St - Front	0022-L-00242-0000-00		3	1915	0.046	1560
	1208 Liverpool St - Back			2			

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT B**

**SOURCES OF PERMANENT FINANCING**



# Manchester Redevelopment

## Deal Summary

4% LIHTCs

USES		
	TOTAL	PER UNIT
Acquisition	\$7,933,551	\$92,251
Hard Costs	\$11,200,963	\$130,244
Soft costs	\$3,965,804	\$46,114
Reserves	\$582,400	\$6,772
Developer Fee	\$2,232,805	\$25,963
<b>Total Development Cost</b>	<b>\$25,915,522</b>	<b>\$301,343</b>

SOURCES	
	TOTAL
Seller note	\$7,447,800
Tax credit equity	\$8,359,400
Permanent Loan	\$4,142,453
Deferred fee	\$1,547,661
GAP loan	\$4,418,209
<b>Total sources</b>	<b>\$25,915,522</b>
<b>Construction TE Bonds</b>	<b>\$13,505,130</b>

RENT ROLL				
	UNITS	UA	RAD RENT	TOTAL MONTHLY
1BR	24	\$131	\$841	\$20,184
2BR	19	\$143	\$1,048	\$19,912
3BR	30	\$176	\$1,314	\$39,420
4BR	13	\$194	\$1,439	\$18,707
<b>TOTAL</b>	<b>86</b>			

ANNUAL OPERATING BUDGET		
	TOTAL	PER UNIT
RAD Rent	\$1,178,676	\$13,706
Vacancy	-\$58,934	-\$685
<b>Net Rental Income</b>	<b>\$1,119,742</b>	<b>\$13,020</b>
Admin	\$154,042	\$1,791
Utilities	\$216,734	\$2,520
Ops & Maintenance	\$283,844	\$3,301
Payroll	\$107,500	\$1,250
Taxes & Insurance	\$38,458	\$447
<b>OpEx</b>	<b>\$800,579</b>	<b>\$9,309</b>
Replacement Reserve	\$43,000	\$500
<b>NOI year 1</b>	<b>\$319,164</b>	
<b>DCR year 1</b>	<b>1.17</b>	
<b>NOI year 15</b>	<b>\$266,530</b>	
<b>DSCR year 15</b>	<b>1.41</b>	

**Manchester Redevelopment**  
**4% LIHTCs**  
**Development Budget**

Number of Units:		
LIHTC/RAD Units	86	100.0%
Unassisted Units	0	0.0%
<b>Total</b>	<b>86</b>	<b>100.0%</b>

	Cost	Cost Per Unit	Construction	
			Not in basis	Tax Credit Basis
<b>Acquisition</b>				
Land Acquisition	\$1,489,560	\$17,320		
Building Acquisition	\$5,958,240	\$69,282		
Acquisition-related costs	\$485,751	\$5,648		
<b>Total Acquisition</b>	<b>\$7,933,551</b>	<b>\$92,251</b>		
<b>Construction Costs</b>				
Residential Rehab	\$8,600,000	\$100,000	\$0	\$8,600,000
Site costs	\$250,000	\$2,907	\$250,000	
Community Space	\$250,000	\$2,907	\$25,000	\$225,000
General Requirements 6%	\$546,000	\$6,349	\$0	\$546,000
Builder's Profit 6%	\$546,000	\$6,349	\$0	\$546,000
Builder's General Overhead 2%	\$182,000	\$2,116	\$0	\$182,000
Bond Premium 0.5%	\$45,500	\$529	\$0	\$45,500
Contingency 7.5%	\$781,463	\$9,087	\$0	\$781,463
<b>Total Construction</b>	<b>\$11,200,963</b>	<b>\$130,244</b>	<b>\$275,000</b>	<b>\$10,925,963</b>
<b>Fees and Soft Costs</b>				
<b>Development Fees</b>				
Engineering	\$50,000	\$581	\$0	\$50,000
Architecture (Design) 4.76%	\$400,000	\$4,651	\$0	\$400,000
Architecture (Construction Admin)	\$133,333	\$1,550	\$0	\$133,333
Survey	\$74,480	\$866	\$0	\$74,480
Appraisal	\$49,721	\$578	\$0	\$49,721
Accounting / Cost Certifications	\$15,000	\$174	\$7,500	\$7,500
Building Permits	\$56,110	\$652	\$0	\$56,110
Insurance (Builder's Risk)	\$100,000	\$1,163	\$0	\$100,000
Insurance (Property Liability)	\$100,000	\$1,163	\$0	\$100,000
Environmental	\$179,075	\$2,082	\$0	\$179,075
<b>Consultants</b>	<b>\$239,678</b>	<b>\$2,787</b>	<b>\$239,678</b>	
PNA	\$39,200	\$456	\$0	\$39,200
Construction Management	\$180,000	\$2,093	\$0	\$180,000
Legal	\$301,336	\$3,504	\$75,334	\$226,002
Title and Recording	\$20,000	\$233	\$0	\$20,000
Market Study	\$15,000	\$174	\$0	\$15,000
Marketing	\$28,016	\$326	\$28,016	
Furniture, Fixtures & Equipment	\$86,000	\$1,000	\$0	\$86,000
Relocation	\$200,000	\$2,326	\$0	\$200,000
<b>Total development fees</b>	<b>\$2,266,949</b>	<b>\$26,360</b>	<b>\$350,528</b>	<b>\$1,916,421</b>
<b>Financing Fees</b>				
Permanent Loan Fees 1%	\$41,425	\$482	\$41,425	
Construction Period Interest - Tax-exempt	\$713,300	\$8,294	\$0	\$713,300
Construction Loan Fees and Costs	\$210,906	\$2,452	\$0	\$210,906
Bond Fees	\$219,095	\$2,548	\$219,095	
PHFA tax credit fees	\$134,602	\$1,565	\$134,602	
PHFA energy benchmarkign fee	\$1,500	\$17	\$1,500	
Subsidy layering	\$2,500	\$29	\$2,500	
Syndication and Organizational Costs	\$15,000	\$174	\$15,000	
<b>Total Financing fees</b>	<b>\$1,338,327</b>	<b>\$15,562</b>	<b>\$414,121</b>	<b>\$924,206</b>
<b>Reserves</b>				
Lease Up Period Reserve		\$0	\$0	
Operating Reserve	\$539,400	\$6,272	\$539,400	
Replacement Reserve	\$43,000	\$500	\$0	\$43,000
<b>Total Reserves</b>	<b>\$582,400</b>	<b>\$6,772</b>	<b>\$539,400</b>	<b>\$43,000</b>
<b>Contingency and Developer Fee</b>				
Soft Cost Contingency 10%	\$360,528	\$4,192	\$360,528	
Developer Fee	\$2,232,805	\$25,963	\$0	\$2,232,805
<b>DEVELOPMENT COST</b>	<b>\$25,915,522</b>	<b>\$301,343</b>	<b>\$1,939,577</b>	<b>\$16,042,394</b>

Developer Fee Payout		
Closing	\$334,921	15.00%
100% Construction	\$781,482	35.00%
Loan Conversion	\$893,122	40.00%
8609's	\$223,280	10.00%
<b>Grand Total</b>	<b>\$2,232,805</b>	<b>100.00%</b>

RESERVES		
Operating Expenses	\$800,579	
Replacement Reserve	\$43,000	
Debt Service	\$235,253	
Lease Up Period Reserve	\$100,100	1.5
Operating Reserve	\$539,400	6.0

Developer Fee Schedule		
First 10 Million	15%	\$1,500,000.0
After first 10 Million	10%	\$376,659
Acquisition Basis	10%	\$595,824
<b>TOTAL FEE</b>		<b>\$2,472,482.93</b>

Maximum basis:	
Per unit	\$250,000
Maximum basis:	\$21,500,000
proforma amount	\$13,809,589
<b>LIHTC basis</b>	<b>\$16,042,394</b>



**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT C  
PROJECT OPERATING BUDGET**



**Manchester Redevelopment**  
4% LIHTCs  
**15-Year Operating Pro Forma - RAD Units**

Year	Stabilization 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Number of Units	86														
Income trend	2.0%														
Expense Trend	3.0%														
Vacancy Loss	5.0%														
Replacement Reserve	\$500														
Rent	1,178,676	1,202,250	1,226,295	1,250,820	1,275,837	1,301,354	1,327,381	1,353,928	1,381,007	1,408,627	1,436,799	1,465,535	1,494,846	1,524,743	1,555,238
Vacancy Loss	(58,934)	(60,112)	(61,315)	(62,541)	(63,792)	(65,068)	(66,369)	(67,696)	(69,050)	(70,431)	(71,840)	(73,277)	(74,742)	(76,237)	(77,762)
Effective Rental Income	1,119,742	1,142,137	1,164,980	1,188,279	1,212,045	1,236,286	1,261,012	1,286,232	1,311,956	1,338,196	1,364,959	1,392,259	1,420,104	1,448,506	1,477,476
Other income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Income</b>	<b>\$1,119,742</b>	<b>\$1,142,137</b>	<b>\$1,164,980</b>	<b>\$1,188,279</b>	<b>\$1,212,045</b>	<b>\$1,236,286</b>	<b>\$1,261,012</b>	<b>\$1,286,232</b>	<b>\$1,311,956</b>	<b>\$1,338,196</b>	<b>\$1,364,959</b>	<b>\$1,392,259</b>	<b>\$1,420,104</b>	<b>\$1,448,506</b>	<b>\$1,477,476</b>
<b>Total Operating Expenses</b>	<b>(800,579)</b>	<b>(824,596)</b>	<b>(849,334)</b>	<b>(874,814)</b>	<b>(901,058)</b>	<b>(928,090)</b>	<b>(955,933)</b>	<b>(984,611)</b>	<b>(1,014,149)</b>	<b>(1,044,573)</b>	<b>(1,075,910)</b>	<b>(1,108,187)</b>	<b>(1,141,433)</b>	<b>(1,175,676)</b>	<b>(1,210,946)</b>
<b>Net Operating Income</b>	<b>\$319,164</b>	<b>\$317,541</b>	<b>\$315,646</b>	<b>\$313,465</b>	<b>\$310,987</b>	<b>\$308,196</b>	<b>\$305,079</b>	<b>\$301,621</b>	<b>\$297,807</b>	<b>\$293,623</b>	<b>\$289,049</b>	<b>\$284,072</b>	<b>\$278,671</b>	<b>\$272,830</b>	<b>\$266,530</b>
<b>Replacement Reserve</b>	<b>(\$43,000)</b>	<b>(\$44,290)</b>	<b>(\$45,619)</b>	<b>(\$46,988)</b>	<b>(\$48,398)</b>	<b>(\$49,850)</b>	<b>(\$51,346)</b>	<b>(\$52,886)</b>	<b>(\$54,473)</b>	<b>(\$56,107)</b>	<b>(\$57,790)</b>	<b>(\$59,524)</b>	<b>(\$61,310)</b>	<b>(\$63,149)</b>	<b>(\$65,043)</b>
<b>Cash Flow for Loan</b>	<b>\$276,164</b>	<b>\$361,831</b>	<b>\$361,265</b>	<b>\$360,453</b>	<b>\$359,385</b>	<b>\$358,046</b>	<b>\$356,425</b>	<b>\$354,507</b>	<b>\$352,280</b>	<b>\$349,730</b>	<b>\$346,839</b>	<b>\$343,596</b>	<b>\$339,981</b>	<b>\$335,979</b>	<b>\$331,573</b>
<b>Debt Service</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>	<b>(\$235,253)</b>
Debt Service Coverage	1.17	1.54	1.54	1.53	1.53	1.52	1.52	1.51	1.50	1.49	1.47	1.46	1.45	1.43	1.41
<b>Investor AM Fee</b>	<b>(\$6,000)</b>	<b>(\$6,180)</b>	<b>(\$6,365)</b>	<b>(\$6,556)</b>	<b>(\$6,753)</b>	<b>(\$6,956)</b>	<b>(\$7,164)</b>	<b>(\$7,379)</b>	<b>(\$7,601)</b>	<b>(\$7,829)</b>	<b>(\$8,063)</b>	<b>(\$8,305)</b>	<b>(\$8,555)</b>	<b>(\$8,811)</b>	<b>(\$9,076)</b>
<b>Net Cash Flow</b>	<b>\$34,910</b>	<b>\$120,398</b>	<b>\$119,646</b>	<b>\$118,644</b>	<b>\$117,379</b>	<b>\$115,837</b>	<b>\$114,007</b>	<b>\$111,874</b>	<b>\$109,427</b>	<b>\$106,648</b>	<b>\$103,523</b>	<b>\$100,037</b>	<b>\$96,173</b>	<b>\$91,914</b>	<b>\$87,244</b>
<b>15-year total</b>	<b>\$1,547,661</b>														

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT D**

**PROFESSIONAL SERVICES CONTRACT**



**PROFESSIONAL SERVICE CONTRACT  
FOR  
Insert title**

This Agreement is made as of \_\_\_\_\_ between ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 ("ARMDC"), and Insert company name, having its principal office at Insert company address. (Contractor").

**PREAMBLE**

ARMDC desires the Contractor to provide insert general scope of work summary.

Contractor desires to provide to the ARMDC insert general scope of work summary.

**AGREEMENT**

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

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

Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by ARMDC and Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by ARMDC.

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

**2. Contractor Conflicts.** Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to ARMDC any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of ARMDC, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

**3. Compensation.** In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services in accord with the Fee Schedule set forth on **Exhibit B**; however, the compensation of costs for services is a **Not To Exceed(or firm fixed)** fee of **\$Insert total contract amount**. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of ARMDC.

Contractor shall submit monthly invoices to ARMDC, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to ARMDC.

Contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All invoices should be mailed to:     Housing Authority of the City of Pittsburgh  
100 Ross St. 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
Attn: Invoicing and Receiving

ARMDC shall use its reasonable business efforts to process and pay each such invoice within 30 days of its receipt.

**4. Term.** The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for an initial term of **insert term include extension options**, unless sooner terminated as provided herein.

**5. Contractor's Obligations.** Contractor shall comply with the following:

(a) If requested, Contractor will submit monthly written narrative progress reports to the ARMDC. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated or

registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Contractor shall provide a copy of its annual Audit or Review, whichever is required to the Pennsylvania Bureau of Charitable Organizations.

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

**6. Insurance.** Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the ARMDC. ARMDC will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non contributory basis. Contractor will deliver to ARMDC certificates evidencing such policies prior to the commencement of the Services, and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against ARMDC.

**7. Termination.**

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

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

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

(b) Contractor or Contractor's employees engaging in conduct materially injurious to the Authority or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;

(c) Contractor's refusal to substantially perform the Services;

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

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

ARMDC shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) ARMDC may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by ARMDC. ARMDC may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to ARMDC by Contractor.

**8. Minority/Women Participation.** Contractor shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Contractor shall take all necessary steps in accordance with 2 CFR Part 200/24 CFR 85.36(e), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Contractor to carry out the requirements set forth in 2 CFR Part 200/24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or ARMDC, may result in termination of this contract or such other remedy as is deemed appropriate.

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

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Contractor, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP would sustain in the event of such a breach

- iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

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

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

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

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

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

**14. Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. ARMDC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.

**15. Inspections; Work Product.** Pursuant to 2 CFR Part 200/24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to ARMDC, the United States Department of

Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after ARMDC makes final payment and all other pending matters on which Contractor performed Services are closed.

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

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

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

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

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

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the ARMDC against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (c) The Contracting Officer's decision shall be final unless the Contractor

- 1) Appeals in writing to a higher level in the ARMDC in accordance with the ARMDC's policy and procedures;
  - 2) Refers the appeal to an independent mediator or arbitrator; or
  - 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

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

If to ARMDC: Allies & Ross Management and Development Corp.  
 Insert name/title of POC  
 Insert address of POC  
 Insert address of POC  
 Insert email@hacp.org  
 412-456-5000 x insert ext.

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

Allies & Ross Management and Development Corp.  
 c/o Housing Authority of the City of Pittsburgh  
 100 Ross Street 2<sup>nd</sup> Floor, Suite 200  
 Pittsburgh, PA 15219  
 Attn: Kim Detrick, Director of Procurement/Contracting Officer

If to Contractor: Insert company name  
Insert of company address  
Insert of company address  
() insert company phone #/() insert company fax # (fax)  
Email: insert company POC email  
Attn: insert company POC name

**21. Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of ARMDC and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- (a) Non-Debarment Certificate (Exhibit C)
- (b) Certification re: Lobbying (Exhibit D)

(c) Disclosure of lobbying activity (Exhibit E)

(d) Conflict of Interest (Exhibit F)

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

**23. Liquidated Damages.** Contractor shall pay **\$0.00(insert dollar amount if applicable.)** per day for each day of delay.

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

i. References to be provided upon request.

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

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICE CONTRACT  
FOR  
Insert title**

ALLIES & ROSS MANAGEMENT AND  
DEVELOPMENT CORPORATION

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

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

Insert company name

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

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

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

**EXHIBIT A**

Scope of Service

Please provide the following services:

Insert scope of work/services

**EXHIBIT B**  
**FEE SCHEDULE**

Contractor will be paid based on the following:

Insert “not to exceed or firm fixed” fee and amount

Please see attached quote.(if applicable)

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT E**

**GENERAL CONDITIONS FOR NON-CONSTRUCTION (HUD 5370C) AND  
SUPPLEMENTAL GENERAL CONDITIONS**



# 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.

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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.

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

# 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:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) 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
- 3) 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

#### 1. 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:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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.

#### 2. 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.

#### 3. Records

- (a) 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:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) 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.

#### 4. Apprentices and Trainees

- (a) 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:
  - (i) 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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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).
  - (i) 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 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.

- (b) 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.

**6. 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

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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.

- (c) **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.

## **7. 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.

## **8. 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 E.1 – SUPPLEMENTAL GENERAL CONDITIONS**

**SUPPLEMENTAL GENERAL CONDITIONS**

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

***If HUD 5370 applies:***

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

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

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

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

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

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

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

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

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
Contracting Officer

=====

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

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

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

**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

**CERTIFICATION OF PROPOSER**  
**REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change  For Material Change Only  Year _____ quarter _____  date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known: \$</p>
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>		<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>
<p>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.</p>		<p>Signature _____  Print Name _____  Title: _____  Telephone No.: _____  Date: _____</p>

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Standard Form LLL (1/96)

**CONFLICTS OF INTEREST**

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

1. No employee, officer, or agent of Allies & Ross Management and Development Corporation ("ARMDC") participated in the selection, or in the award or administration of the Contractor's Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a ARMDC 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 ARMDC.
  
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure nor for one year thereafter shall any officer, agent or employee of ARMDC have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

Date: \_\_\_\_\_, 2021

CONTRACTOR

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

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

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

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT F**

**INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION (HUD 5369B)**



# 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:]

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT G**

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-  
CONSTRUCTION CONTRACT (HUD 5369C)**



# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

---

(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:

---

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT H**

**MBE/WBE SPECIAL PARTICIPATION SUMMARY**



**MBE/WBE Participation Plan**

**I. SMALL BUSINESS PARTICIPATION**

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

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

**II. MINORITY BUSINESS PARTICIPATION**

Is the Bidder classified as a Minority Business Enterprise?

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

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

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

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

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

**III. WOMEN-OWNED BUSINESS PARTICIPATION**

Is the Bidder classified as a Woman-Owned Business Enterprise?

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

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

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

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

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

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

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
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**ATTACHMENT I**

**SECTION 3 CLAUSE, SECTION 3 OPPORTUNITIES PLAN AND RELATED DATA**



### **Section 3 Clause**

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

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

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

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

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

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

**PRIME CONTRACTOR'S NAME:**

**SPECIFICATION OR RFP/IFB/RFP NUMBER:**

**SPECIFICATION OR RFP/IFB/RFP TITLE:**

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

The preference of ARMDC/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 ARMDC c/o HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1118.**

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

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

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

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

# SECTION 3 OPPORTUNITIES PLAN

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

**LIPH – HACP low income public housing resident**  
**ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)**

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

## **SECTION 3 OPPORTUNITIES PLAN**

### **[ ] Tier II – CONTRACTING**

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

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

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

### **[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES**

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the ARMDC c/o 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:

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,

Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9<sup>th</sup> Floor, Pittsburgh, PA 15219.

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

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

# SECTION 3 OPPORTUNITIES PLAN

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

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT J**

**SAMPLE MBE/WBE LETTER OF INTENT**



## **MBE/WBE Certification Letter**

**Project Description:** \_\_\_\_\_.

Since we are the successful bidder/proposer and have been awarded the contract, \_\_\_\_\_  
intends to utilize \_\_\_\_\_ to perform the Scope of Work/Services related to the above  
described Project.

Description of Subcontractor's Scope of Work/Services: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of the Subcontractor's Work/Services: \_\_\_\_\_

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

Sincerely,

**Prime Contractor**

**MBE/WBE Subcontractor**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Name of MBE/WBE Subcontractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
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LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT K  
FIRM DEMOGRAPHICS**



Firm Demographics																			
All Employees	Male					Female					Total # of American Minorities								
	White American	African American	Hispanic American	Asian American	Native American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American		African American	Hispanic American	Asian American	Native American	Hasidic Jew American	Other American Minority	Foreign	Total Females
Partner																			
Associate																			
Professional																			
Secretarial																			
Clerical																			
Other																			
Total																			

**Explain all Other American Minority:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION**

**Request for Proposals  
For  
LIHTC INVESTOR AND/OR CONSTRUCTION AND/OR PERMANENT LENDER**

**ATTACHMENT L**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATIONS  
(IRS W-9)**



# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
				-					-				
or													
Employer identification number													
				-									

## Part II Certification

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.

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

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

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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 What is backup withholding, later.*