



## Housing Authority of the City of Pittsburgh

Contracting Officer  
412 Boulevard of the Allies, 6<sup>th</sup> Floor  
Pittsburgh, PA 15219  
(412) 456-5116  
[www.hacp.org](http://www.hacp.org)

### September 10, 2025 Construction Management Services RFP #600-25-25

#### ADDENDUM NO. 5

This addendum issued September 10, 2025, becomes in its entirety a part of the Request for Proposals RFP #600-25-25 as is fully set forth herein:

**Item 1:** Q: To further clarify Item 51 released in Addendum #4, we request additional definition regarding the conflict of interest provision in order to proceed with our proposal. Our understanding is as follows:

- a) If selected as a Construction Manager for general services, we may still serve as a General Contractor or subcontractor on other HACP projects, provided we abstain from CM services on those projects.
- b) Conversely, if we are providing CM services on a project, we would be precluded from pursuing at-risk work on that same project.

Please confirm that the conflict of interest determination is applied on a project-by-project basis and not organization-wide.

**A: Refer to the following areas of the solicitation:**

**Attachment A Professional Services Contract at Article 2 and Conflict of Interest Exhibit F which state:**

- a. *" Contractor Conflicts. Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of Authority, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof. 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 Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(b) hereof. "; and*
- b. *" 1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh (HACP) participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A*

*conflict would arise when (i) a HACP employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACP. 2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure not for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof. "; and*

Attachment C General Conditions for Non-Construction Contracts HUD-5370-C at Section 1, Article 11 which states:

- c. *" 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 ( ) 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. "; and*

Attachment D Certifications and Representations of Offerors HUD-5367-C at Articles 4 and 6 which state:

- d. *" 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. "; and*

- e. " 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."* "

Vendors performing services stemming from this procurement must be excluded from competing on procurements associated with those services that are provided. Likewise, vendors performing services stemming from this procurement are excluded from doing so for activities they are otherwise involved with. There shall be no unfair competitive advantage. It is mandatory that any potential conflict of interest be it real or apparent is disclosed in writing so that HACP can determine and take action to avoid it.

**Item 2:** The due date is changed to September 18, 2025; time and location remain unchanged at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies 6<sup>th</sup> Floor, Pittsburgh, PA 15219.

**Item 3:** The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on September 18, 2025**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:

<https://www.dropbox.com/request/nkcV98yneUyvGYDSIvc>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6<sup>th</sup> Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than September 18, 2025, at 10:00 a.m. regardless of the selected delivery mechanism.

**END OF ADDENDUM NO. 5**



Mr. Brandon Havranek  
Associate Director of Procurement/Contracting Officer

09/10/2025

Date