



## **REQUEST FOR PROPOSALS (RFP)**

### **PROPERTY MANAGEMENT**

**420 Boulevard of the Allies**

**RFP Issue Date: November 6, 2018**

**Pre-Proposal Meeting & Tour: Monday, November 26, 2018 at 10:30 a.m. EST**

**Proposal Due Date: Tuesday, December 4, 2018 at 12 p.m. EST**

**RFP # 125-39-18**

## I. INTRODUCTION

### Goal of the RFP

The City of Pittsburgh (City), the Urban Redevelopment Authority of Pittsburgh (URA), and the Housing Authority of the City of Pittsburgh (HACP) (collectively, the City, URA, and HACP are referred to as the “Co-Owners”), are accepting competitive proposals from experienced property management firms to manage the Co-Owners’ property located to 420 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 (the “Property”). Closing occurred on September 20, 2018 and design is underway for the LEED Silver build-out of the Property. Management decisions will be delegated to representatives of each Co-Owner.

The Co-Owners are contemplating the award of a professional service contract, or contracts, for three (3) years with two (2), one (1) year extension option at the discretion of all Co-Owners.

A pre-proposal meeting for all firms wishing to submit a proposal will be held on Monday, November 26, 2018, at 10:30 a.m. EST at the Property. The meeting will begin promptly at 10:30 a.m. with a building tour, followed by a Question and Answer Session. **It is recommended** that a representative from each firm wishing to submit a proposal be in attendance. Any single attendee may not represent more than one contractor.

### II. Scope of Work

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

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

Duties of the Property Manager shall include the following:

- a) Be available and able to commence management of the building within five (5) business days of contract execution;
- b) Provide input into design of build-out;
- c) Collect and deposit antennae lease revenue and assessments from each Co-Owner monthly into an operating account (“Operating Account”) in accordance with the approved annual operating budget;
- d) Collect the Reserve for Replacement assessment from each Co-Owner and deposit all funds into the Reserve for Replacement Account;
- e) Use the Operating Account in accordance with the approved annual operating budget and bidding according to applicable law to make the following payments:

- 1) Make utility payments;
- 2) Pay vendors including, but not limited to, security, elevator maintenance, HVAC maintenance, fire suppression;
- 3) Pay insurance premiums;
- 4) Maintenance and repairs including:
  - a. Snow and ice removal from Property
  - b. Exterior including façade and windows
  - c. Common areas
  - d. Common system maintenance and repair (including, but not limited to, rooftop HVAC and distribution, building general plumbing, fire suppression, conveyance, annual inspections, preventative maintenance for building systems, and general upkeep including cleaning, window washing)
  - e. As needed, coordinate with union employees of Co-Owners to fulfill duties;
- 5) Maintain and operate the parking lot;
- 6) Draw property management fees;
- 7) Obtain approval from Co-Owners before paying any vendors amounts that deviate from the approved annual operating budget or other agreements;
- f) Solicit vendor services by conducting competitive bidding as required by law after obtaining Co-Owners' approval; require subcontractors to comply with and be bound by all provisions governing the Property Manager, then contract with and oversee vendors as Agent for the Co-Owners;
- g) Pay service worker prevailing wages to all employees (and employees of subcontractors) performing building service work, including, but not limited to, security, maintenance, janitorial, and cleaning services, in accordance with the City of Pittsburgh Service Worker Prevailing Wage Ordinance, and Pittsburgh City Code §§ 161.16, 161.38, and the Davis-Bacon Act;
- h) Meet at least once each quarter with the Co-Owners' representatives to review the performance and effectiveness of the Property;
- i) By September 1 of each year, prepare and submit to the Co-Owners' representatives proposed annual operating and capital budget and assist in the Co-Owners' annual assessment for the Reserve for Replacement;
- j) Recommend appropriate Property and General Liability insurance coverages and cost-effective premiums;
- k) Advise the Co-Owners on any issues related to the overall long-term stability, function and/or energy efficiency of the Property;
- l) Assure compliance with all Landlord obligations under third party leases;
- m) Prepare and submit to the Co-Owners' monthly financial statements for the Property;
- n) Prepare and implement a Minority and Women-Owned Business Enterprise (MWBE) participation plan for goods and services;
- o) Identify and perform emergency repairs to assure the safety and security of the Property where the cost is not expected to exceed \$3,000; notify the Co-Owners' assigned contact representative(s) of the Property condition and need to take emergency action;
- p) Coordinate moving in/out of offices by Co-Owners and third-party tenants;
- q) Market and lease the basement storage area totaling +\- 1,500 SF;

- r) Maintain fitness center equipment;
- s) Other duties and responsibilities as may be assigned.

### **III. Additional Information**

Additional information regarding the URA may be found on the URA's website at [www.ura.org](http://www.ura.org), the City at [www.pittsburghpa.gov](http://www.pittsburghpa.gov), and HACP at [www.hacp.org](http://www.hacp.org).

### **IV. Submission Requirements:**

**Due Date:** Tuesday, December 4, 2018 by 12 Noon ET  
**Deliverables:** Three (3) hard copies and one (1) electronic copy (flash drive, CD or email)

**Submit To:** David Thomas, Asset Manager  
Urban Redevelopment Authority of Pittsburgh  
200 Ross Street, 10th Floor  
Pittsburgh, PA 15219  
[dthomas@ura.org](mailto:dthomas@ura.org)

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

### **V. Questions and Answers**

All questions regarding this RFP should be submitted and will be answered through the Public Purchase platform. Both the question and corresponding answer will be visible and available to anyone registered on the site who reviews this opportunity. All questions submitted in writing through Public Purchase by Tuesday, November 27, 2018, 12 p.m. EST will be responded to and made publicly available on the URA's website by November 27, 2018, 5 p.m. EST. Inquiries received after that time or not in writing will not receive a response.

### **Pre-Proposal Meeting**

**A pre-proposal meeting for all firms wishing to submit proposals for consideration will be held on Monday, November 26, 2018 at 10:30 a.m. ET at 420 Boulevard of the Allies, Pittsburgh, PA 15219. Please RSVP your attendance to Joy Akrie, [jakrie@ura.org](mailto:jakrie@ura.org) by Wednesday, November 21, 1 pm ET.**

### **VI. Eligibility Requirements**

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

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

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

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

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

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

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

**VII. RFP Timeline**

RFP Issue Date	November 6, 2018
Pre-Proposal Meeting *	November 26, 2018 at 10:30 a.m. EST, 420 Blvd of the Allies
Written Question Deadline	November 27, 2018 at 12 p.m. EST
Question & Answer Response Release	November 27, 2018, 5 p.m. EST
Proposal Deadline	December 4, 2018, 12 p.m. EST
Proposal Evaluation Period	December 5, 2018 to December 14, 2018

\* Interested parties should attend the pre-proposal meeting; private appointments will not be scheduled.

## **VIII. PROPOSAL REQUIREMENTS**

All responses should include the RFP Summary Page (“Exhibit A”), which can be found at the end of this document. This page should be fully completed by the respondent. ALL RESPONSES MUST BE RECEIVED BY THE RESPONSE DUE DATE AND TIME AS STATED IN THE RFP TIMELINE for consideration. Any late responses will not be reviewed. Submissions lacking one or more of the requested documents may be considered irregular. The Co-Owners reserve the right to reject any irregular submission, or to waive any irregularities in submissions.

Each proposal submitted must contain the following (1-12) in completion, and follow the general structure as outlined below.

### **1) General Information**

- a. RFP Summary Page (“Exhibit A”);
- b. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm;
- c. Organizational Certifications:
  - a. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational documents;
  - b. A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

### **2) Previous Related Experience**

- a. The bidder shall list three (3) firms, governmental units, or persons (Exhibit B) for whom the bidder has previously performed work similar to the obligations under this RFP.
- b. Name, title, and a telephone number of a contract person for each identified contracting entity. 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. In addition to the references, all bidders will provide the last three engagements they performed and contact information from the engagement.

### **3) Proposed Staffing and Sub-Consultants Responsibilities and Qualifications**

- a. A description of the project organization and staffing to manage the work; the names and titles of all managerial personnel to be assigned to the project should be identified. The number of employees that will be dedicated to this effort to complete the required Scope of Work.
- b. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals. Please include the individual’s role in each project and all relevant aspects of each project.
- c. Joint Venture/Partner information: If you are using a joint venture or partner to perform any part of this work, list the business name, type, address, owner

information (including if minority/woman/disabled business enterprise certified), and experience.

- d. A description of the workforce development practices, if any, which would be included in the Property Management Agreement further defined in Section XI (8) of this RFP. This may include but is not limited to: efforts related to the recruitment and hiring of crew members, targeted communities/programs/populations for recruitment of team, resume writing/interview skill training and personal financial literacy training.
- 4) **An acknowledgement that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know Laws as described in this RFP, including any addenda.**
- 5) **Firm Profile** – Provide a brief profile of your firm.
  - 1) Provide a narrative description of the firm and its history with an emphasis on the type of work performed by the firm, the ability to handle a large property management effort, and an approach, both technically and organizationally, to provide the required services; work tasks and methodology should be identified.
  - 2) Provide copies of any and all Invoices, Purchase Orders, Work Order Forms, or Independent Contractor agreements or templates that you intend to use to fulfill your duties hereunder.
- 6) **MWBE Narrative**

The Co-Owners support the use of MWBE firms on this project. The respondent's narrative should reference whether the submitting firm is an MWBE owner/partnership firm.

The Co-Owners are committed to providing equal employment opportunities to minorities and women and equal opportunities for business growth and development to minority and women entrepreneurs. To that end, the Co-Owners require that all contractors and subcontractors demonstrate a good faith effort to obtain the participation of minority and women business enterprises in the work to be performed and to employ minorities and women during performance of the work. It is the Co-Owner's objective to obtain minority and women's participation in this project with the goal of 25 percent of the contract amount expended for minority-owned enterprise participation and 10 percent of the contract amount expended for women-owned enterprise participation. Majority respondents should use subcontracting and supplier activities to meet the MWBE goals.

The proposal package must include a Preliminary Minority and Women Business Enterprise Narrative detailing how the respondent plans to meet the MWBE participation goals for the project in the event the respondent is awarded the contract (the Plan Outline). The Plan Outline should be written on company letterhead and must include the following:

- 1) A one- or two-page narrative summary detailing how the respondent plans to meet the 25 percent MBE goal and 10 percent WBE goal through the incorporation of MWBE firms on the project
- 2) Potential scope areas where work can be subcontracted, and/or diverse supplier businesses can be utilized, along with any outreach efforts to ensure that MWBE firms are aware of the opportunity
- 3) A list of any MWBE firms that will be included as a part of the team or invited to bid on work
- 4) An expressed commitment to demonstrating a good faith effort to meet the MWBE goals
- 5) An expressed commitment to remain in communication with the Co-Owners' MWBE personnel in order to develop a finalized MWBE plan should the project be awarded.

Respondent(s) will be asked to develop a final MWBE Plan upon the awarding of a contract. The selected respondent will undergo a review process with the EORC to demonstrate compliance or good faith efforts for compliance with MWBE participation.

Any questions about MWBE requirements should be directed to Diamonte Walker, URA Director of Performance and Compliance, at (412) 255-6610 or [mwbe@ura.org](mailto:mwbe@ura.org).

7) **Copy of Insurance Certificate(s)**

8) **Methodology**

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

9) **Reporting and System Capabilities:**

- 1) Please provide a copy of a management plan for a property similar to the Property managed by your firm within the past three (3) years. If necessary, the plan may be redacted to protect the property name.
- 2) Please provide a copy of monthly financial and operational reports for a property similar to the Property managed by your firm within the past three (3) years. These reports may be redacted to delete names and identifiers for confidentiality purposes
- 3) Please provide a summary of quality control systems and procedures your firm has in place in other buildings that would be implemented at the Property.
- 4) Please provide a summary of the technologies your firm can and will offer to ensure an effective and efficient operation at the Property. Please include all relevant software and database programs utilized by your company.

10) **Other Information** – Please provide any other information which you believe is pertinent to the Co-Owners' consideration of your firm. Please limit your response to this question to no more than one (1) page.

11) **Pending Actions** – List any pending administrative or judicial actions against Proposer or any principles of your firm, including debarment actions and the current status of each.

12) **Fee** – Describe in full the proposed fee **from February 1, 2019 until initial occupancy planned for 3<sup>rd</sup> Quarter 2019** and then annually after occupancy, along with any reimbursables and an estimate thereof on an annual basis and overhead charges if any. Please use the attached Fee Sheet (Exhibit C).

**IX. Section 3 Participation**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance



from the Department of Housing and Urban Development (“HUD”), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

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

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

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

**Resident Hiring Requirements / Resident Hiring Scale**

<b>TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS</b>
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars

\$7 million or more	½ to 1 % of the labor dollars
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*\*\*A copy of HACP's Section 3 Program Manual is available for download at [www.HACP.org](http://www.HACP.org)*

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

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

The Co-Owners intend to select proposals based upon information in the response to the RFP submitted by the respondent(s), performance in previous undertakings, and other pertinent factors. Selected respondent(s) will be chosen on the basis of the selection criteria listed below.

The Co-Owners shall be the sole judge as to which respondent(s) best meets the selection criteria. The Co-Owners reserve the right in their sole discretion to reject any or all proposals received, to waive any submission requirements contained within this RFP, and to waive any irregularities in any submitted proposal.

#### **X. Contractor Selection Criteria**

Selection will be made using the criteria below:

- a) Mandatory Elements
  - 1) The respondent(s), including any and all team members, must have no conflict of interest with any of the Co-Owners.
  - 2) The respondent(s) must adhere to the instructions contained in this RFP in preparing the submitted proposal.
- b) Technical Qualifications
  - 1) Experience and Expertise
  - 2) The firm's past experience on comparable issues, including management of LEED Silver, or better, office buildings
  - 3) The qualifications and capacity of the firm's professional personnel to be assigned to engage with the Co-Owners
  - 4) Workforce Development Activity
  - 5) MWBE Participation
    - a. An indication of how your firm would propose to incorporate MWBE participation into this project
  - 6) Fee information
  - 7) Term requested
  - 8) Business location

## **XI. Scoring**

### **EVALUATION CRITERIA**

Each proposal will be evaluated and scored. Proposals may receive a maximum score of one hundred (100) points subdivided as follows:

**Experience of Firm: \_\_\_\_\_ Maximum 20 points**

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

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

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

**Capacity: \_\_\_\_\_ Maximum 15 points**

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

**Proposed Fee: \_\_\_\_\_ Maximum 15 points**

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

**Methodology: \_\_\_\_\_ Maximum 10 points**

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

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

Demonstrated experience and/or commitment of the respondent to assist the Co-Owners in meeting their requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

**Section 3 \_\_\_\_\_ Maximum 10 points**

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

### **Deductions**

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

## **XII. PROCUREMENT AND AWARD PROCESS**

Pursuant to 2 C.F.R. 200.319, Property Management Services are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors (also referred to as "Proposer") in the preparation of their Proposals:

**a) Pre-Proposal Conference**

A pre-proposal conference will be conducted on November 26 **at 10:30 am at 420 Blvd of the Allies, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by the Co-Owners' representatives shall not constitute an amendment or change to this Solicitation.

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

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

Each firm shall submit in writing to the Public Purchase Platform to request additional information, including the following:

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

**b) Amendments to Solicitation**

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

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

**c) Submission of Proposals and/or Amendments to Proposals; Deadlines**

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

David Thomas, Asset Manager  
Urban Redevelopment Authority of Pittsburgh  
200 Ross Street, 10th Floor  
Pittsburgh, PA 15219

Proposals must be received at the above address no later than December 4, 12 pm, regardless of the selected delivery mechanism.

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

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

**d) Evaluation and Award Process**

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

All Proposals determined to be complete and responsive will be provided to a Co-Owners Evaluation Committee. The Co-Owners' Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section IX of this Request for Proposals.

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

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

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

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

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

Prior to contract execution of any professional service contracts which have a potential amount of \$50,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

**XIII. LEGAL INFORMATION**

The Co-Owners have the right to verify the accuracy of all information submitted and to make such investigation as they deem necessary to determine the ability of a respondent to perform the obligations

in the response. The Co-Owners reserve the right to reject any response for any reason, including when the available evidence or information does not satisfy the Co-Owners that the respondent: (i) is qualified to carry out properly the scope of work; (ii) is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations; or (iii) if the respondent refuses to cooperate with and assist the Co-Owners in the making such an investigation.

- a) Disclaimer of Liability: Respondent(s) acknowledge by submitting information and proposals to the Co-Owners that the Co-Owners do not undertake any obligations and shall have no liability with respect to this RFP, and responses thereto, nor with respect to any matters related to any submission by a respondent.
- b) The respondent(s), for itself and its employees and primary subcontractors, agrees not to discriminate in employment, contracting, or otherwise on any unlawful basis or on the basis of sexual orientation, gender identity, and/or gender expression.
- c) The Co-Owners reserve the right to accept an offer or proposal other than that which has the lowest price and to negotiate terms.
- d) The Co-Owners shall be the sole judges as to which proposals and respondent(s) best meet the selection criteria. Notwithstanding anything in this RFP to the contrary, the Co-Owners reserve the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, and to waive any irregularities in any submitted proposal.
- e) The Co-Owners further reserve the right to:
  - 1) Issue subsequent RFPs;
  - 2) Cancel this RFP with or without issuing another RFP;
  - 3) Remedy technical errors in the RFP process;
  - 4) Approve or disapprove the use of particular sub-consultants;
  - 5) Meet with select proposers at any time to gather additional information;
  - 6) Make adjustments to the scope of services at any time if deemed by the Office of Management and Budget to be in the best interest of the Co-Owners;
  - 7) Waive any informality, defect, non-responsiveness, or deviation from this RFP that is not material to the Proposer's proposal;
  - 8) Reject the proposal of any proposer who, in the Co-Owners' judgment, has been delinquent or unfaithful in the performance of any contract with any or all of the Co-Owners;
  - 9) Reject the proposal of any proposer who, in the Co-Owners' judgment, is financially or technically incapable of performing in accordance with this RFP; and
  - 10) Negotiate with any, all, or none of the Proposers and to enter into an agreement with another Proposer in the event that an originally selected artist defaults or fails to execute an agreement with the Co-Owners.
- f) Addenda to the RFP will be distributed to those registered with Public Purchase.
- g) Term – the Co-Owners will consider a term of three (3) years with two (2), one (1) year extension options, at the discretion of all Co-Owners, after completion of build out.
- h) Award and Agreement

After the Co-Owners have received all proposals and the selection committee selects a Firm as a proposed awardee, if any, the contract negotiation process will commence. The selected Firm will

be expected to enter into a Property Management Agreement or Agreements with the Co-Owners, contingent upon the authorization of all governmental entities.

Work cannot commence on the Scope of Services set forth in this RFP until a Property Management Agreement is fully executed.

City laws and policies mandate the incorporation of various terms and conditions into all City contracts, including the applicable provisions of Pittsburgh City Code § 161.16 and the City's Home Rule Charter (see also Appendices). The Agreement will further include terms relating to the protection of the Co-Owners, including, but not limited to, indemnification, record retention and audit rights, as well as compliance with laws, including the ADA and prevailing wage laws, as may be applicable.

The following terms are among those that may be included:

**a. Insurance**

The Firm will be required to submit a certificate of insurance duly attested by officers or authorized representatives of the responsible insurance company authorized to do business in Pennsylvania, evidencing that it has obtained coverage herein required. The certificates of insurance must identify the types of insurance, the party to be benefited, the effective dates of the insurance, the limits of liability for both bodily injury including death, and property damage, a paragraph pertaining to collapse and explosive hazards, a clause requiring thirty (30) days' advance written notice to City of cancellation, and a specific reference to the location and nature of the Work.

**OWNER'S PROTECTIVE LIABILITY INSURANCE**

Minimum Limits of Liability

- (i) Bodily Injury Including Death
  - (a) \$1,000,000.00 each occurrence
  - (b) \$2,000,000.00 aggregate
- (ii) Property Damage
  - (a) \$500,000.00 each occurrence
  - (b) \$1,000,000.00 aggregate

Co-Owners must be individually identified on the insurance certificate as an additional insured as to this coverage. In those instances where bodily injury and property damage are combined in a single limit of liability, said limit must be in an amount not less than \$3,000,000.00 for each occurrence and aggregate. The certificate must indicate "occurrence" policy, a "claims made" policy is not acceptable.

**b. Agreement Not To Be Awarded To Persons In Arrears To City**

No Agreement will be awarded to any corporation, firm, or individual who is, for any reason, in arrears to the City or who has failed, in any former contract with the City, to

perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

**c. Debarment**

In the Agreement, the Firm will be required to warrant that it is not prohibited from entering into said Agreement with the City by reason of disqualification under Section 161.22 of the City of Pittsburgh Code related to debarment from bidding on and participating in City contracts.

The Co-Owners reserve the right to propose all final terms for the Agreement (including revisions to the terms set forth in this Section.

**d. Conflict of Interest**

By submission of a proposal to this RFP, the respondent agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP. (Exhibit I)

**e. Code of Ethics**

By submission of a proposal to this RFP, the respondent agrees to abide by the Code of Ethics of The City of Pittsburgh. The full Ethics Handbook can be found here: [http://pittsburghpa.gov/personnel/files/policies/10\\_Ethics\\_Handbook.pdf](http://pittsburghpa.gov/personnel/files/policies/10_Ethics_Handbook.pdf)  
[http://pittsburghpa.gov/personnel/files/policies/10\\_Ethics\\_Handbook.pdf](http://pittsburghpa.gov/personnel/files/policies/10_Ethics_Handbook.pdf)

**f. Fair Trade Certification**

By responding to this RFP, the Respondent certifies that no attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.

**g. Non-Disclosure**

By responding to this RFP, the Respondent acknowledges they may be required to sign a Non-Disclosure Agreement during the contracting process if they are the successful bidder.

**h. Financial Interest**

No proposal shall be accepted from, or contract awarded to, any individual or firm in which any City employee, director, or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals must disclose the nature of their relatedness.



**i. Full Fee Disclosure**

Pursuant to Section 161.36 of the Pittsburgh City Code, a Respondent must include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

**j. No Contingent Liability, Late Fees, Penalties or Interest**

All proposals must not include terms that lead to contingent liability for the City, including but not limited to, late fees, penalties and / or interest for overdue payments.

**k. No Special, Incidental or Reliance Damages**

In no event shall the CITY be liable to Respondent for special, indirect, incidental, reliance, lost profits or other business interest damages.

**ATTACHED EXHIBITS**

- A. RFP Summary Page
- B. Previous Related Experience
- C. Fee Sheet
- D. Section 3 Clause
- E. Section 3 Opportunities Plan
- F. HUD-5370-C General Conditions
- G. Instruction for Registering on Public Purchase
- H. Conflict of Interest
- I. Signature Page

**Exhibit A**

<b>RFP SUMMARY PAGE</b>	
<b>420 Blvd of the Allies Property Management</b>	
<b><i>Management Team</i></b>	
Ownership Entity	
Primary Contact	
Business Address	
Phone	
E-mail	
Is lead Entity a certified MBE or WBE?	
% MBE	
%WBE	
Partner 1: Name	
Partner 1: % of ownership	
Partner 2: Name	
Partner 2: % of ownership	
Are any of the partners based in Pittsburgh?	
Are any of the partners MBE or WBE certified?	
<b><i>Complete any fields that apply.</i></b>	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	

## Exhibit B

### Previous Related Experience - References

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

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

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

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

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

**Previous Related Experience – Last three (3) jobs**

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

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

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

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

**Exhibit C**

**Fee Sheet**

**Property Management Agent Services – 420 Blvd. of the Allies, Pittsburgh, PA 15219**

Annual fee commencing on contract effective date: \$\_\_\_\_\_.\_\_\_\_

*Note: Attach an explanation for how the annual fee is calculated*

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

## Exhibit D

### Section 3 Clause

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135/2 CFR Part 200, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135/200 regulations.

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

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 2 CFR Part 200/24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 2 CFR Part 200/24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR Part 200/24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 2 CFR Part 200/24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200/24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the



provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Exhibit E**



**SECTION 3 OPPORTUNITIES PLAN**

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

**PRIME CONTRACTOR'S NAME:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ NUMBER:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ TITLE:** \_\_\_\_\_

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1/2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

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

**[ ] Tier I – HIRING**

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

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

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

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled

- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

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

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





## SECTION 3 OPPORTUNITIES PLAN

### Tier II – CONTRACTING

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

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

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

### Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

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

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

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

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

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

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

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

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

**Exhibit F**

**GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS**



# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

# U.S. Department of Housing and Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise 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  
Dévelopme  
Office of Public and Indian  
Officé of Labor  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

**Applicability. This form HUD-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 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section 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 C.1 to Exhibit F**  
**– SUPPLEMENTAL GENERAL CONDITIONS**

**SUPPLEMENTAL GENERAL CONDITIONS**

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

**If HUD 5370 applies:**

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

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

**If HUD 5370-EZ applies:**

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

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

**If HUD 5370-C applies:**

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

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

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

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

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

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

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

## Exhibit G

### Instructions for Registering on Public Purchase

The Urban Redevelopment Authority is now using Public Purchase, a web based eProcurement service, for the automatic notification and transmittal of bid solicitations at no charge to vendors. Effective March 1, 2018, all parties interested in bidding on opportunities at the URA must register with this new system. Requests for bid opportunities will no longer be distributed via the URA's Developers' List.

The two-step process requires registration with the Public Purchase web based eProcurement service and then a second step to register with the URA. If you are already registered with Public Purchase, then proceed directly to step 2.

#### **1. Register with Public Purchase:**

Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know that your account has been activated. Be sure to add this email address to your contacts to avoid bid notification emails from going into your junk mail folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

#### **2. Register with the Urban Redevelopment Authority:**

- A. Once you have received your activation email from Public Purchase log into [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use.
- B. Click on the "Tools" tab followed by the "Agencies" tab
- C. This will take you to the agency search page
  - In the agency name box, type in Urban Redevelopment
  - Leave the "new agency since" box blank
  - Make sure Registration Status says "ALL"
  - Click on "search" - this will bring up the URA
  - To the far right, you will see "View" and "Register"
  - Click on the "Register" link to complete the vendor registration with the URA

Remember to select NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities. Please note the URA will be using the **NAICS CODE: 237210** (Land Subdivision) for all URA related development opportunities.

It is important that this second part of the registration is complete or you will not receive notifications of upcoming opportunities from the URA. It is your responsibility to keep the information up to date, particularly the contacts and email addresses. Please email the MWBE team at [mwbe@ura.org](mailto:mwbe@ura.org) if you encounter an issue setting up your registration.

#### **For Additional Assistance**

If you need additional assistance with this process please contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or use the Public Purchase Live Chat during business hours. It can be found in the upper left corner of the web site.

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**Exhibit H**

**CONFLICTS OF INTEREST**

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

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

CONTRACTOR

Date: \_\_\_\_\_, 2018

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

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

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

## **Exhibit I**

### **Signature Page**

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the URA in verification of eligibility to submit a proposal for this work.

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

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

Title of Authorized Agent/Owner: \_\_\_\_\_

Name of Authorized Agent/Owner: \_\_\_\_\_

Signature of Authorized Agent/Owner: \_\_\_\_\_

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