ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

REQUEST FOR QUALIFICATIONS
RFQ-2026-46
FOR CO-DEVELOPER SERVICES

Due: 10:00 AM on September 29, 2026

To: Mr. Brandon Havranek
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219

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SECTION I: INTRODUCTION AND BACKGROUND

Allies & Ross Management and Development Corporation (ARMDC), a non-profit corporation and instrumentality of the Housing Authority of the City of Pittsburgh, (HACP), requests qualifications from eligible firms to provide **Co-Developer Services** for affordable housing development opportunities in the City of Pittsburgh (Co-Developer Services). The scope of services for the selected firm(s) (Co-Developer(s)) is detailed in Section III of this Request for Qualifications (RFQ).

The mission of the ARMDC is to create new affordable housing and transform public housing communities across the City of Pittsburgh. The ARMDC works cooperatively with the United States Department of Housing and Urban Development Department (HUD), the City of Pittsburgh, the Pennsylvania Housing Finance Agency (PHFA), and other public entities. In addition to the Federal laws, rules and regulations, Co-Developer Services must be performed in compliance with all applicable Commonwealth of Pennsylvania laws and regulations, including those governing PHFA's Low Income Housing Tax Credit program, Allegheny County, City of Pittsburgh and HACP requirements.

The ARMDC intends to establish a five (5) year prequalified pool without an initial fixed dollar commitment, and individual project task orders will be negotiated upon issuance. Selection under this RFQ will establish a prequalified pool of Co-Developers and does not constitute the award or execution of a contract for Co-Developer Services. The prequalified pool of Co-Developers will receive an Award Letter of Qualifications (Award Letter) valid for a term of five (5) years from the date of issuance. No compensation, project-specific scope of services, minimum number of assignments, or funding commitment is established through this RFQ or the resulting Award Letter. Inclusion in the Qualified Co-Developer Pool does not guarantee any future project, assignment, fee, compensation, or work opportunity.

As specific development opportunities arise, the ARMDC may issue a Request for Task Order Proposal (RFTOP) to one or more prequalified Co-Developers. Any resulting project-specific engagement will be subject to applicable procurement requirements, availability of funding, negotiation of project-specific terms, and execution of a separate written agreement, which may include a Memorandum of Agreement (MOA), Master Development Agreement (MDA), or other appropriate agreement. To remain active and eligible for the development opportunity, a Co-Developer must execute the project's MOA or MDA with the ARMDC within the five (5) year term of the Award Letter. Individual MOAs, MDAs, or Task Orders executed beyond the initial 5-year RFQ pool term-shall be subject to prior HUD review and written approval in accordance with applicable federal procurement standards.

Selection pursuant to this RFQ will establish a prequalified pool of Co-Developers and does not constitute the award or execution of a contract for Co-Developer Services.

The applicable terms, conditions, federal requirements, and HUD contract provisions will be incorporated into the project-specific MOA or MDA based upon the scope, funding sources, and requirements applicable to that development opportunity. HUD Form 5370-C, General Conditions for Non-Construction Contracts, is included as **ATTACHMENT C** for informational and reference purposes only. Respondents are not required to execute or submit **ATTACHMENT C** with their RFQ response. Applicable provisions of HUD Form 5370-C will be incorporated into and executed as part of the applicable MDA OR MOA, as required by applicable federal regulations, HUD requirements, and the nature and value of the services to be performed.

The ARMDC reserves the right to reject any or all submissions under this RFQ, cancel this solicitation, or elect not to issue any future Task Orders. The ARMDC currently anticipates issuing Task Orders for two (2) future developments following the Award Letter.

If submitting questions in writing, please send to:

Housing Authority of the City of Pittsburgh
Attn: **Mr. Brandon Havranek**
Associate Director of Procurement/Contracting Officer
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies, 6^{th} Floor
Pittsburgh, PA 15219
(412) 456-5000 ext. 2890

If submitting questions via email, please send to brandon.havranek@hacp.gov.

A complete submission package may be obtained from: Business Opportunities Section of the HACP website, www.hacp.org.

TIMELINE FOR THIS RFQ

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

September 29, 2026 10:00 AM	**Deadline for Submission of Qualifications** Mr. Brandon Havranek Associate Director of Procurement/Contracting Officer Housing Authority of the City of Pittsburgh 412 Boulevard of the Allies 6^{th} Floor, Procurement Department Pittsburgh, PA 15219

September 3, 2026 **10:00 AM**	**Pre-Submission Meeting** Join Zoom Meeting https://hacp-org.zoom.us/j/86707378459?pwd=5CY9TbgqDPFq0wyJRqLS6M3etyaE2h.1 Meeting ID: 867 0737 8459 Passcode: 781739 One tap mobile +1 (301) 715-8592 (Washington DC)
September 10, 2026 **10:00 AM**	**Deadline for the Submission of Written Questions** Please submit questions to Brandon Havranek at brandon.havranek@hacp.gov
Deadlines are subject to extension at the ARMDC's discretion and will be communicated as an addendum to this solicitation.	

The ARMDC will also accept submissions for this RFQ in the following methods:

In-Person Drop-Off	Only from 8:00 a.m. until the closing time of **10:00 a.m. on September 29, 2026** in the conference room of the One Stop Shop located in the lobby of the first floor of 412 Boulevard of the Allies, Pittsburgh, PA 15219.
By Mail	Submissions may be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219.
Online	For Respondents wishing to submit online, please go to the following web address to upload documents: https://www.dropbox.com/request/40mwxjvjfau5vh4ldp5p Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded submission shall be as follows: **[Full Company Name]_RFQ #2026-46__Qualifications** In the unlikely event your submission is too large to be uploaded as a single file, add: _Part-1, _Part-2… etc. to the end of the file name.

ALL SUBMISSIONS MUST BE RECEIVED NO LATER THAN 10:00 A.M. ON SEPTEMBER 29, 2026, REGARDLESS OF THE SELECTED DELIVERY MECHANISM.

SECTION II
REGULATORY COMPLIANCE

The ARMDC requires all Co-Developer Services solicited under this RFQ shall be procured in strict compliance with applicable federal, state, and local regulations, including 2 CFR Part 200 (specifically 2 CFR §§ 200.317–200.327), HUD Procurement Handbook 7460.8 REV 3, HUD Mixed-Finance Development Regulations (24 CFR Part 905, Subpart F), the Quality Housing & Work Responsibility Act of 1998 ("QHWRA"), and Section 208 of title V of the FY 1999 HUD appropriations Act, (Public L.105-276, 112 Stat. 2518) which amended the U.S. Housing Act 1937, as well as, all applicable Commonwealth of Pennsylvania Procurement Code and applicable local municipal codes.

Pursuant to HUD Handbook 7460.8 REV 3 § 17.6(b), once a private Co-Developer is selected under 2 CFR Part 200 pursuant to this RFQ, the private Co-Developer is not required to apply 2 CFR Part 200 informal/formal procurement procedures when selecting its subcontractors and suppliers, except where ARMDC or its instrumentality exercises significant managing developer functions as defined by HUD.

SECTION III
SCOPE OF SERVICES

The selected firm(s) will provide Co-Developer Services to assist the ARMDC in its development efforts. This work may include master planning as well as real estate development services. Co-Developer(s) may be asked to assist with the rehabilitation, new construction and acquisition of properties to be used for affordable, market rate, rental, homeownership, and commercial purposes. The ARMDC may use mixed-finance methods such as HUD programs including the Rental Assistance Demonstration (RAD) and Choice Neighborhoods Initiative (CNI), low-income housing tax credits (LIHTC) and other public and private sources. The ARMDC will be an active and equal partner in all aspects of the development process.

Co-Developer(s) will be responsible for all parts of the development process, including but not limited to the following:

A. PRE-DEVELOPMENT:

Master Planning:
For development opportunities requiring complex community repositioning, Co-developer(s) may be required to undertake master planning efforts and should be prepared to lead a planning process involving the HACP/ARMDC, residents, and multiple stakeholders to develop a master plan and/or a community revitalization master plan.

Site Control:
For development opportunities where HACP/ARMDC does not already have site control, the Co-Developer(s) may be tasked with assisting the HACP/ARMDC in identifying, evaluating, and/or securing suitable land or property locations. The HACP will serve as the fee simple landowner for all development sites and will grant site control to the development entity via a long-term ground lease. Acceptable evidence of initial site control may include an option to purchase agreement, sales contract, or property deed. In the event that a Co-Developer (or affiliated entity) already owns, acquires, or secures option rights to a development site, the Co-Developer will be required to convey the property to the HACP (or its designated entity) prior to financial closing to facilitate the ground lease structure.

Development Team:
Co-Developer(s) will be responsible for hiring and managing all required consultants including planners, architects, engineers, market study analysts, environmental inspectors, construction teams, and others.

Infrastructure Planning:
Co-Developer(s) may be asked to prepare infrastructure plans that describe the location, system requirements, and estimated cost of developing utilities, as well as, other on- and off- site improvements that are deemed necessary.

Design:
Co-Developer(s) will be responsible for producing design and construction documents in accordance with design criteria approved by the HACP/ARMDC, HUD, and any other lenders and government agencies as necessary.

Building Standards:
Any development and architectural design plans developed by the Co-developer(s) must prioritize high-performance building standards, occupant health, and long-term operating efficiency. Developments must comply with applicable local, state, and federal energy efficiency mandates, including the current Enterprise Green Communities Standards, Green Building, and ENERGY STAR certification requirements. Co-Developers may be expected to integrate additional sustainable design practices and where feasible, designs should align with PHFA Qualified Allocation Plan (QAP) sustainability goals, including Passive House or other equivalent green building programs.

Accessibility and Universal Design Requirements:
All federally assisted new construction developments must strictly comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), the Fair Housing Act, Title II/III of the Americans with Disabilities Act (ADA), Commonwealth of Pennsylvania regulations, and City of Pittsburgh Building Codes. A minimum of five percent (5%) or one (1) unit (whichever is greater) of the total project units must be fully accessible for individuals with mobility impairments. An additional two percent (2%) of total project units must be equipped for individuals with hearing and vision impairments. The ARMDC strongly encourages Co-Developers to maximize the number of adaptable units and ensure, to the greatest extent feasible, that all units meet Universal Design and HUD visitability standards.

To satisfy federal, state, and local accessibility mandates, the developer may elect to design the project under the Uniform Federal Accessibility Standards (UFAS) or an approved, equivalent UFAS-compatible standard, such as the 2010 ADA Standards for Accessible Design. The Co-Developer must formally declare their chosen accessibility design standard during early schematic design. The selected standard will be reviewed for all compliance reviews including but not limited to individual housing units, interior and exterior routes and parking, shared common areas and amenities, as well as any non-housing program facilities.

Predevelopment Schedules:
Co-Developers will be expected to submit predevelopment schedules to the ARMDC for approval. The schedules will detail all steps necessary to obtain funding and required regulatory approvals. The timeframes for predevelopment schedules will be set forth in the project specific MOA or MDA.

Predevelopment Budgets:
Co-Developer(s) will be expected to prepare and submit predevelopment budgets to the ARMDC for approval. The budgets will detail the estimated cost of each predevelopment activity, timing, and funding sources along with any commitment letter(s). Co-Developer(s) are generally expected to fund and cover pre-development expenses

required to bring a project to financial closing. While ARMDC or HACP may, at its sole discretion and subject to available resources, elect to provide predevelopment cost assistance or loans, any such financial participation must receive prior HUD approval and strictly adhere to HUD's Safe Harbor Standards. The schedule for providing predevelopment budgets will be set forth in the project-specific MOA or MDA.

Local, County, and State Governmental Approvals:
Co-Developers will be expected to obtain all required governmental approvals such as permits, street vacation, zoning, land use, erosion control, and environmental remediation.

B. FINANCING

Financing Plans:
Co-Developer(s) will assist the ARMDC in developing financing plans that leverage public and private investment and minimize the amount of required ARMDC/HACP financing. All financing terms will be subject to review and approval by the ARMDC.

Project Budgets:
Co-Developer(s) will be responsible for developing and maintaining accurate development and operating budgets that ensure long-term feasibility and do not require more subsidy than agreed to by the ARMDC.

Financing Applications:
Co-Developer(s) will take primary responsibility for preparing financing applications including, but not limited to, HUD Mixed Finance Proposals, tax credit applications, tax-exempt bond applications and other state, local and private funding source applications. All financing applications will be subject to ARMDC approval before submission.

Guarantees:
Where feasible, Co-Developer(s) will provide guarantees including, but not limited to, completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. The ARMDC will not be required to provide any financial guarantees but may choose to do so in exchange for an increased share of total developer fee.

C. DEVELOPMENT/ CONSTRUCTION

Insurance and Real Estate Taxes:
Co-developer(s) will maintain necessary insurance during all development phases, subject to ARMDC's requirements. Co-developer(s) will work with the ARMDC to ensure exemption from real property and sales taxes as appropriate or to negotiate a payment in lieu of taxes (PILOT) with applicable taxing authorities.

Contractor Selection:
Co-Developer(s) will competitively select the most qualified and financially reasonable general contractor (GC) and sub-contractors and will provide supporting documentation to the ARMDC. The ARMDC will maintain the right to review and approve proposed GC and sub-contractors.

Value Engineering:
If necessary, Co-Developer(s) may be asked to lower development costs through value engineering. The ARMDC will maintain the right to participate in the value engineering process.

Construction Oversite:
Co-Developer(s) will oversee construction activities by coordinating with all development team members, hosting job-site meetings, and managing the construction schedule so that the timelines established in the MOA or MDA are met. The ARMDC will maintain the right to attend all construction meetings and participate in oversight activities.

MBE/WBE and Section 3:
The ARMDC has a specific interest in promoting partnerships with local community groups and smaller locally based developers, as well minority-owned, women-owned, veteran-owned, and Section 3 businesses. The ARMDC may request that Co-Developer(s) create joint ventures or other partnerships with these entities.

MBE/WBE Participation: Project-specific commitments will require Co-Developer(s) to actively meet or exceed HACP's established participation targets, currently set at 25% for Minority-Owned Business Enterprises (MBE) and 10% for Women-Owned Business Enterprises (WBE). Specific, final goals will be outlined in the project-specific MOA or MDA.

- Please see **Section IV, Tab 8** for more information regarding MBE/WBE Participation submission criteria for this RFQ.

- Please see **Attachment E** for additional information regarding the ARMDC's MBE/WBE Participation requirements.

Section 3 Participation: Co-Developer(s) will create, execute, and manage Section 3 plans that deliver targeted employment, job training, and business opportunities to Section 3 workers and eligible businesses. Final participation goals, monitoring protocols, and reporting requirements will be incorporated into the project-specific MOA or MDA.

- Please see **Section IV, Tab 9** for more information regarding Section 3 Participation submission criteria for this RFQ.

- Please see **Attachment F** for additional information regarding the ARMDC's Section 3 Participation requirements.

Compliance:
Throughout the development and construction process, Co-Developer(s) will ensure compliance with all applicable federal, state and local regulations including, but not limited to: Davis Bacon And Related Acts, Section 504/UFAS/ADA, the Build America, Buy America Act (BABA), Environmental Protection Agency, HUD's Design Standards and Procurement Standards, PHFA's tax credit Qualified Allocation Plan (QAP), City of

Pittsburgh permitting, licensing and zoning requirements, ARMDC's MBE/WBE Program, and ARMDC's Section 3 program.

Communication:
Co-Developers will establish and maintain a structured communication protocol throughout the development lifecycle, including hosting regular meetings with the ARMDC, the City of Pittsburgh, residents, and other key stakeholders. Co-Developer(s) will prepare and submit monthly progress reports to the ARMDC detailing project milestones, financial status, schedule, and any critical risks or updates.

Community Involvement:
It is critical for Co-Developer(s) to maintain good relations with public housing residents, community residents, neighborhood groups, and federal, state and local government agencies. Co-Developer(s) will solicit, document, and integrate community input across all development phases.

Resident Relocation:
If public housing residents are to be temporarily or permanently relocated, Co-Developer(s) will manage and execute all tasks related to successful resident relocation in strict compliance with Uniform Relocation Act. Responsibilities include drafting relocation plans, completing resident surveys, issuing required legal notices, and providing ongoing, accessible communications to impacted residents.

Role of Residents:
The ARMDC prioritizes meaningful resident participation in their development initiatives. Co-Developers will actively engage affected residents throughout the design, planning, and implementation processes, ensuring residents have opportunities to provide input, advice, counsel, and recommendations on decisions that impact their community.

Ensure Quality Controls:
Co-Developer(s) will implement quality assurance mechanisms throughout the development process and ensure that high-quality work is being completed within the budgets and schedules outlined in the project-specific MDA or MOA.

D. OWNERSHIP AND ASSET MANAGEMENT

Ownership:
Co-Developer(s) will create and manage all ownership and management entities. The ARMDC maintains the right to participate in any ownership or management entity. The organizational documents for all entities shall be subject to the ARMDC's approval.

Management and Marketing Plans:
Co-Developer(s) will develop a management plan detailing operations from initial lease-up through ongoing stabilization. The plans will include specific policies and procedures regarding tenant selection standards and security measures. Co-Developer(s) will also develop a marketing and lease-up strategy to ensure that stabilized occupancy is achieved in compliance with all applicable agreements. Both plans will be subject to ARMDC's approval.

Asset Management:
Co-Developer(s) will assist ARMDC in providing high-quality management and maintenance of rental properties consistent with the terms and conditions of funding sources and market driven property management standards. If third party management firms are to be used, Co-Developer(s) will help identify entities and provide oversight. Co-Developer(s) will help implement marketing, re-occupancy and property management plans that will ensure the short- and long-term viability of any development.

E. COMMUNITY AND SUPPORTIVE SERVICES

Co-Developer(s) will work with the ARMDC/HACP and other partners to provide supportive services for eligible residents through all phases of development. These services may include workforce development, training programs, financial counseling, recreation and mentoring. Co-Developer(s) will also work to identify funding sources that will ensure the long-term financial viability of supportive services.

SECTION IV
DEAL TERMS

The ARMDC will issue Task Order(s) to a Co-Developer as specific development opportunities arise. Upon the issuance of a Request for Task Order Proposal (RFTOP), a project-specific MOA or MDA will be negotiated to establish specific deal terms and dollar value. The ARMDC may issue a RFTOP to all or a subset of pre-qualified Co-Developers based upon project characteristics, applicable experience, capacity, geographic or market expertise, funding requirements, project-specific qualifications, and other factors determined appropriate by ARMDC. Inclusion in the Co-Developer pool does not create a right to receive a RFTOP or participate in future development opportunities.

The project-specific MOA or MDA will establish the applicable scope of services, compensation, project-specific obligations, funding requirements, federal and other regulatory requirements, and other terms and conditions applicable to the engagement. Applicable HUD contract provisions, including provisions of HUD Form 5370-C (**ATTACHMENT C**), will be incorporated into the project-specific MOA or MDA as required.

The following terms can be expected to be included in the project-specific MOA or MDA:

A. Co-Developer(s) will be required to participate in all phases of the development project identified in the project-specific Task Order.

B. The Scope of Services for any development opportunity will be fully defined in the Task Order, but may include any or all the items described in Section III of this RFQ.

C. The Selected Co-Developer(s) must pay for all Due Diligence items.

D. The ARMDC and the Co-Developer(s) will negotiate the developer fee split for each development transaction in the project-specific MOA or MDA but, in no event shall the ARMDC's portion of the developer fee be less than 30%.

E. It is expected that the HACP will be the Fee Simple owner of any property and the ARMDC will have 49% general partner or managing member interest in the development owner entity.

F. The ARMDC will have the option to become the manager of any rental property within five-(5) years of stabilized occupancy.

G. The HACP or ARMDC, shall have a right of first refusal to acquire any development, and for tax credit developments an option to purchase, at the end of the tax credit compliance period.

H. The ARMDC shall participate in at least 50% residual cash flow, all management incentive fees and any other related fees.

l. The ARMDC shall receive no less than 50% of every dollar saved from construction contingency reserves.

Please Note: The ARMDC reserves the right to reject any or all submissions under this RFQ, cancel this solicitation, or elect not to issue any future RFTOPs.

SECTION V
GENERAL REQUIREMENTS

Respondents may be an individual, a business corporation, partnership or a joint venture authorized to do business in the Commonwealth of Pennsylvania. All Respondents must be financially sound and able to provide the services detailed in this RFQ.

Respondents that have been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, must disclose that information in their offers. A debarment or suspension shall result in disqualification.

If a Respondent has a current or previous contract with the ARMDC, HACP, or any federal, state or local government, it must be in good standing. If a federal, state or local government has terminated any contract with a Respondent for deficiencies or defaults, that Respondent is not eligible to submit a response to this RFQ.

At a minimum, Respondents must have the following qualifications:

1. Minimum of five (5) years of experience in community master planning and development including working with a public housing authorities and residents as well as community stakeholders and other leverage partners.

2. Successfully developed at least 100 affordable or mixed income rental housing units, and at least three (3) LIHTC properties.

3. Minimum of five (5) years of experience with private market financing, tax credits, and affordable housing programs.

4. Demonstrated experience as a lead developer in public housing or HUD-assisted housing projects and show proficiency in working with public housing authority subsidy models and repositioning tools including: traditional public housing (ACC) units, Project-Based Vouchers (PBVs), RAD conversions, Choice Neighborhoods Initiative (CNI), Promise Zone, HOPE VI or other equivalent affordable housing programs.

SECTION VI
CONTENT OF RESPONSE DOCUMENTS

Respondents must read the ***Instructions to Offerors*** provided in **ATTACHMENT A.** Responses without all the required information may be deemed non-responsive**.**

Respondents choosing to submit physical copies must submit one original plus three (3) paper copies of their qualifications and one (1) electronic copy in .PDF format, on a flash drive.

IMPORTANT INSTRUCTION FOR RESPONDENTS:
Respondents must review and complete **ATTACHMENT D, TAB 0** (RFQ Submission Checklist) in the Excel Workbook provided prior to submitting their qualifications. Submissions must be organized into a single, bookmarked PDF document following the numerical layout and tab sequence established below. All required forms identified in the RFQ submission checklist and standalone attachments specifically identified as requiring execution must be fully executed and inserted into their corresponding tab.

Please note, **ATTACHMENT C, HUD FORM 5370-C**, is provided for reference only and is not required to be executed or submitted as part of the Respondent's RFQ response.

TAB 1: GENERAL INFORMATION

1.1 Letter of Interest:
A formal cover letter detailing the Respondent's name, primary address, and the name, title, email address, and phone number of the primary contact person.

1.2 Organizational Chart:
Describing the type of organization the Respondent is (corporation, partnership, joint venture etc.)

1.3 Names of any shareholders, partners, principals and any other persons exercising control over the Respondent entity(ies)

1.4 Organizational Certifications:

2.1.1 Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational documents.

2.1.2 All applicable Licenses/Certifications.

2.1.3 A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign any offers, contracts or amendments.

1.5 Financial Statements:
Three (3) most recent years of audited financial statements for the Respondent entity.

TAB 2: EXPERIENCE

Respondents must demonstrate their qualifications and historical performance across all aspects of real estate development, construction management, and property management. Experience must be submitted using both the designated forms in **ATTACHMENT D** and brief narrative responses as outlined below:

2.1 Developer/Co-Developer Experience (ATTACHMENT D, TAB 2.1):
Complete **TAB 2.1** of the Excel Workbook listing active and completed development projects demonstrating experience with:

2.1.1 Public housing authorities and HUD-assisted developments, including traditional public housing/ACC units, Project-Based Vouchers (PBVs), RAD conversions, Choice Neighborhood Initiatives (CNI), HOPE VI, or similar HUD-assisted repositioning models.

2.1.2 Managing complex residential, commercial, and/or mixed-income construction projects on time and within budget constraints. Respondents should provide a brief explanation for any development(s) that are not completed on schedule or within budget.

2.1.3 Assembling multi-layered financing packages, including 4% and 9% Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, local housing trust funds, and conventional debt.

2.2 Property Management Experience (ATTACHMENT D, TAB 2.2):
Complete **TAB 2.2** of the Excel Workbook detailing the portfolio experience of the Respondent or their designated/proposed property management partner. Respondents must complete all fields in the provided table, including property details, unit counts, subsidy/funding types (e.g., LIHTC, PBV, RAD, Public Housing), occupancy rates, and management performance metrics.

Identification of a property management entity as part of the Respondent's proposed development team does not constitute approval, selection, or award of a property management contract. Any future property management arrangement will be subject to project-specific requirements, applicable procurement requirements, and any required HACP, ARMDC, HUD, or other regulatory approvals.

Note: If a property management partner or entity has not yet been identified at the time of submission, the Respondent must include a brief statement in their response outlining their selection criteria and timeline for procuring a qualified property management partner.

2.3 Respondents Past Performance Questionnaire (ATTACHMENT D, TAB 2.3):
Complete the questionnaire in **TAB 2.3** of the Excel Workbook. If answering “yes” to any questions, provide an explanation on a separate sheet.

2.4 Supportive Services Experience (Narrative):
Describe your experience incorporating supportive services, self-sufficiency programming, and community development into a revitalization process. Highlight programs implemented in previous developments, such as Family Self Sufficiency (FSS) programs, neighborhood development, youth programming, education, job training and employment programs, and Section 3 resident workforce initiatives.

2.5 Community Engagement Experience (Narrative):
Describe experience working with diverse neighborhood residents, tenant councils, and community groups. Describe specific methods, communication strategies, and outreach tools used to ensure meaningful resident and community participation in the planning, design and implementation of development projects.

2.6 State and Local Knowledge and Experience (Narrative):
Describe the Respondent's knowledge, working relationship, and experience with Commonwealth of Pennsylvania and City of Pittsburgh regulations including, PHFA QAP guidelines, local building/zoning codes, municipal approval processes, and regional funding sources for low-income, mixed-income, and commercial development.

TAB 3: REFERENCES (ATTACHMENT D, TAB 3)

Complete **TAB 3** of the Excel Workbook providing three (3) professional references for developments in which the Respondent has performed services similar to those described in this RFQ.

The following information should be included for each reference:

3.1 Name of the contracting entity.

3.2 Name, title, phone number, and email address of a contact person. The contact person must be someone with first-hand knowledge of the development.

3.3 Start and completion dates of the development.

3.4 Brief description of Respondent's responsibilities including; planning, financing, construction, marketing, ownership, management, etc.

TAB 4: STAFF EXPERIENCE

Provide resumes for all key staff, including sub-consultants, whose experience the Co-Developer will rely on to manage pre-development, construction, and asset management activities. If proposing an identified property management partner or third-party management firm, include resumes for their principal leadership and key staff assigned to the portfolio. If a property management entity has not yet been selected, the Respondent should briefly outline their criteria and timeline for selecting a qualified management partner if issued a Task Order. Resumes should reflect the staff member’s employment history and relevant experience providing similar services as described in this RFQ.

TAB 5: METHODOLOGY

Provide a narrative describing how a potential development project would be staffed and managed.

5.1 Community Engagement:
Describe how community engagement would be prioritized throughout a development process.

5.2 Staffing Plan:
Describe how staffing and project management would work throughout a development process including the pre-development, construction management and property management phases.

5.3 Financing:
Describe the financing mechanisms that would be explored to maximize the leverage of any HACP/ARMDC investment.

5.4 Quality Control and Compliance Monitoring:
Describe the actions that would be taken to ensure all documents, drawings and specifications comply with local, state, and federal requirements. Provide a description of actions that would limit change orders, contract modifications, and time extensions. Describe how ongoing reporting and compliance monitoring requirements would be met.

TAB 6: CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS (ATTACHMENT B)

Each Respondent must complete and submit HUD Form 5369-A, Representations, Certifications and Other Statements of Offerors – Non Construction Contracts, as provided in **Attachment B.**

TAB 7: FIRM DEMOGRAPHICS (ATTACHMENT D, TAB 7)

Provide demographic description of all employees of your firm using the table provided in **TAB 7.**

TAB 8: MINORITY AND WOMEN BUSINESS PARTICIPATION (ATTACHMENT D, TAB 8 and ATTACHMENT E)

The ARMDC is committed to maximizing participation opportunities for Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) across all development activities, maintaining baseline targets of 25% MBE and 10% WBE participation. Because this RFQ establishes a pool of qualified Co-Developers, project-specific subcontract dollar commitments will be solicited during individual Task Orders and finalized in the MOA or MDA.

However, to comply with ARMDC policy, Respondents must complete and submit the following:

8.1 MBE/WBE Participation Plan (ATTACHMENT E):

Complete and submit the MBE/WBE Participation Plan and Certification Forms in **ATTACHMENT E**. On these forms, Respondents must:

- State the Respondent's certified MBE/WBE status (if applicable) and attach valid certification letters.
- Identify any key team members or sub-consultants (e.g., architects, engineers, property managers, etc.) holding active MBE/WBE certifications that the Respondent will utilize. Respondents should attach certification letters of proposed firms.
- Outline their general outreach methodology for exercising "Best Efforts" to achieve ARMDC's 25% MBE and 10% WBE goals on future Task Orders.

8.2 Past Performance & Track Record (ATTACHMENT D, TAB 8):
Complete **TAB 8** of the Excel Workbook detailing actual MBE and WBE participation rates achieved on up to five (5) completed or active development projects from the past ten (10) years.

*For detailed policy definitions, "Best Efforts" documentation standards, contact information for ARMDC's Vendor Relations Manager, and mandatory compliance forms, refer to **ATTACHMENT E**. Submissions omitting an MBE/WBE Plan or past performance record may be deemed non-responsive.*

TAB 9: Section 3 Participation (ATTACHMENT D, TAB 9 and ATTACHMENT F)

Pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and 24 CFR Part 75, the ARMDC is committed to directing employment, training, and contracting opportunities generated by HUD-assisted financial assistance to HACP residents, low-income individuals, and Section 3 business concerns. Because this RFQ establishes a pool of qualified Co-Developers, project-specific labor hours and hiring commitments will be finalized during individual Task Orders and in the MOA or MDA.

To comply with ARMDC policy, Respondents must complete and submit the following:

9.1 Section 3 Opportunities Plan (ATTACHMENT F):
Complete and submit the Section 3 Opportunities Plan and Certification Forms in **ATTACHMENT F**. On these forms, Respondents must:

- State whether the Respondent or any proposed team member is a certified Section 3 Business Concern and attach valid certifications.
- Describe general strategy for resident hiring, job training, and utilizing Section 3 businesses during future Task Order execution.

9.2 Historical Performance Track Record (ATTACHMENT D, TAB 9):

Complete **TAB 9** in the Excel Workbook showcasing actual Section 3 performance metrics achieved on up to five (5) completed or active projects over the past ten (10) years.

*Full regulatory details, HACP's Resident Hiring Scale, contact information for the Resident Sustainability Manager, and mandatory compliance certifications are provided in **ATTACHMENT F**. Submissions omitting a Section 3 Opportunities Plan or past performance record may be deemed non-responsive.*

SECTION VII
EVALUATION CRITERIA

An Evaluation Committee will evaluate each complete response and assign a score. Responses may receive a maximum score of one hundred (100) points, distributed as follows:

Developer Experience • General experience developing affordable housing ------------------------------ 10 points • Experience with complex financing sources --------------------------------------- 8 points • Experience with public partners, housing authorities, HUD programs ------- 8 points • Community engagement experience -- 2 points • Supportive services experience --- 2 points	**30 Points**
Property Manager Experience • Experience managing affordable housing properties ---------------------------- 10 points • Experience managing units with HUD subsidies: PBVs, ACCs etc.----------- 5 points • Experience with LIHTC Compliance --- 5 points	**20 Points**
Experience of Staff Assigned: • Demonstrated experience of proposed Co-Developer's principal staff • Demonstrated experience of proposed Property Manager's principal staff	**10 Points**
Capacity Demonstrated ability to provide the necessary staffing and resources to implement ARMDC's development goals efficiently and effectively.	**15 Points**
Methodology: • Proposed methodology shows a clear understanding of the required Co-Developer services. • Proposed methodology ensures that development efforts will be successfully implemented on time, within budget and with the full participation of ARMDC, residents and other stakeholders.	**15 Points**
MBE/WBE Goals: Demonstrated experience and/or proposed efforts to assist ARMDC in achieving MBE/WBE goals.	**5 Points**
Section 3 Goals: Demonstrated experience and/or proposed efforts to assist ARMDC in meeting its HUD Section 3 hiring and contracting goals.	**5 Points**
Deductions: Points may be deducted for failure to submit all required documents, submitting irrelevant or redundant material, or based upon information provided in the Past Performance Questionnaire	

SECTION VIII
PROCUREMENT AND AWARD PROCESS

Pursuant to 2 CFR § 200.320(b)(2)(iv) and 24 CFR § 905.604(h)(1) Co-Developer Services are being procured as described in Section III of this RFQ. The following instructions are intended to aid Respondents in the preparation of their response.

A. Pre-Submission Conference

A pre-submission conference will be conducted on September 3, 2026, at 10:00 am, and will be held via Zoom Meeting:

Join Zoom Meeting https://hacp-org.zoom.us/j/86707378459?pwd=5CY9TbgqDPFq0wyJRqLS6M3etyaE2h.1 Meeting ID: 867 0737 8459 Passcode: 781739 One tap mobile +1 (301) 715-8592 (Washington DC)

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 ARMDC's representatives shall not constitute an amendment or change to this Solicitation.

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

All prospective Respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duties imposed by this Solicitation and the subsequent MOA or MDA.

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 Respondents who attend the Pre-Submission Conference and/or receive the solicitation materials.

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

C. Submission of Qualifications and/or Amendments to Submissions; Deadlines

The HACP will also accept submissions for this RFQ in the following methods:

In-Person Drop-Off	**Only from 8:00 a.m. until the closing time of 10:00 a.m. on September 29, 2026** in the conference room of the One Stop Shop located in the lobby of the first floor of 412 Boulevard of the Allies, Pittsburgh, PA 15219.
By Mail	Submissions may be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219.
Online	For Respondents wishing to submit online, please go to the following web address to upload documents: https://www.dropbox.com/request/40mwxjvjfau5vh4ldp5p Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded submission shall be as follows: **[Full Company Name]_RFQ #2026-46__Qualifications** In the unlikely event your submission is too large to be uploaded as a single file, add: _Part-1, _Part-2… etc. to the end of the file name.

ALL SUBMISSIONS MUST BE RECEIVED NO LATER THAN 10:00 A.M. ON SEPTEMBER 29, 2026 REGARDLESS OF THE SELECTED DELIVERY MECHANISM.

Each submission will be date-time stamped immediately upon its receipt at the ARMDC to document its timeliness. Any submission received after the specified deadline shall be automatically rejected and will be returned unopened. Any amendments to a submission must be received before the specified submission due date and time established for the delivery of the original submission.

D. Evaluation and Award Process

The ARMDC staff will review each submission for completeness and responsiveness to this RFQ. The ARMDC may allow Respondents to correct minor deficiencies in their submission that do not materially affect the submission.

All Submissions determined to be complete and responsive will be provided to the ARMDC Evaluation Committee (Evaluation Committee). The Evaluation Committee will evaluate the responses utilizing the criteria established in this RFQ.

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

The ARMDC will perform a responsibility review of the highest ranked Respondent(s), which may include reference checks and financial background checks.

The ARMDC will issue Award Letter(s) to the highest-ranked Respondent(s) determined to be responsive and responsible and in the best interest of the ARMDC/HACP.

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

The ARMDC may or may not award any contracts, task orders, or agreements related to this RFQ at its own discretion.

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

The inclusion of HUD Form 5370-C as **ATTACHMENT C** does not create a contractual obligation or require execution of that form at the time of RFQ submission or issuance of an Award Letter. The applicable HUD general conditions and other required federal contract provisions will be incorporated into the applicable project-specific agreement, as required.

Prior to execution of any contract/agreement of $50,000.00 and greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan. Any ARMDC contract/agreement of $50,000.00 or more is subject to approval by the ARMDC Board of Directors.

ATTACHMMENT A:

HUD FORM 5369-B
INSTRUCTIONS TO OFFERORS

(PLEASE SEE ATTACHED)

Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMMENT B:

HUD FORM 5369-A
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS – NON-CONSTRUCTION CONTRACTS

(PLEASE SEE ATTACHED)

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

Table of Contents

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

____
(Signature and Date)

____
(Typed or Printed Name)

____
(Title)

____
(Company Name)

(Company Address)

ATTACHMMENT C:

HUD FORM 5370-C & 5370-C.1
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS – NON-CONSTRUCTION CONTRACTS

(REFERENCE ONLY. PLEASE SEE ATTACHED)

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled 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 111, 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
( ) 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 pubic 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.

(v) 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.

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in cons picuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

ATTACHMENT C.1

Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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:____

Agent

===

____

Vendor Name *(Insert vendor company name above)*

Date: ____________________Signature:___________________________Title: _____________________

ATTACHMMENT D:

CO-DEVELOPER RFQ WORKBOOK

(PLEASE SEE ATTACHED EXCEL WORKBOOK)

Respondent Name:

RFQ Submission Checklist

Tab	Description		
TAB 0			
0	RFQ Submission Checklist		
TAB 1: GENERAL INFORMATION			
1.1	Letter of Interest		
1.2	Organization Chart		
1.3	Names of Shareholders		
1.4	Organizational Certificates		
1.5	Financial Statements		
TAB 2: EXPERIENCE			
2.1	Co-Developer Experience Chart		***use form provided***
2.2	Property Management Experience Chart		***use form provided***
2.3	Past Performance Questionnaire		***use form provided***
2.4	Supportive Services Narrative		
2.5	Community Engagement Experience		
2.6	State & Local Knowledge Experience		
TAB 3: REFERENCES			
3	Reference List		***use form provided***
TAB 4: STAFF EXPERIENCE			
4.1	Key Co-Developer Staff Resumes		
4.2	Key Property Manager Staff Resumes		
TAB 5: METHODOLOGY			
5.1	Community Engagement Narrative		
5.2	Staffing Plan		
5.3	Financing Plan		
5.4	Quality Control & Compliance Monitoring		
TAB 6: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS			
6	Certifications and Representations of Offerors		***use form provided***
TAB 7: FIRM DEMOGRAPHICS			
7	Firm Demographics		***use form provided***
TAB 8: MINORITY- & WOMEN-OWNED BUSINESS PARTICIPATION			
8.1	MBE/WBE Participation Plan & Certification Letter (**ATTACHMENT E**)		***use form provided***
8.2	Past Performance & Track Record		***use form provided***
TAB 9: SECTION 3 PARTICIPATION			
9.1	Section 3 Opportunities Plan (**ATTACHMENT F)**		***use form provided***
9.2	Performance Track Record		***use form provided***

Respondent Name:

Co-Developer Experience Chart

Development Name	**Location**	**Total Development Cost**	**# of Units**	**Type of Development** New Construction, Rehabiltation, Acquisition, Adaptive Reuse etc...	**Financing Programs** Note if development included 4% or 9% LIHTCs, RAD, PBV, ACC, CNI, and/or other competitive funding programs.	**Status of Development** Completed (include year of completion), Under Construction (include anticipated completion date), Predevelopment (include anticipated financial closing date)

Tab 2.1
Co-Developer Experience

Respondent Name:

Property Manager Name:

Property Manager Experience Chart

Development Name	**Location** City, State	**# of Units**	**Length of Time Managed**	**Property Type** Senior, General Occupancy, mixed use, mixed income	**Compliance Programs** Note if development includes LIHTC, PBV, ACC, other HUD assisted units or has any other ongoing compliance requirements

Respondent Name:

Past Performance Questionnaire

Please answer the below questions regarding previous real estate or development related activities. ARMDC reserves the right to deduct points from a Respondent's evaluation score or to disqualify a Respondent based upon the responses and explanations of these questions.

If the answer to any of these questions is 'Yes' please provide an explanation on a separate sheet.

Question	Yes	No
1. Have you or any participants in your organization, ever had a financial interest in real estate that was Foreclosed upon?		
2. Have you or any participants in your organization, ever had a financial interest in real estate that was assigned to the lender (or Nominee) or to FHA?		
If "yes" was the subject of a forbearance, restructuring or other deferment arrangement with FHA or any mortgagee in lieu of foreclosure?		
3. Have you or any participants in your organization, ever had a financial interest in real estate that filed for bankruptcy protection?		
4. Have you or any participants in your organization, ever had a financial interest in real estate that materially defaulted in an obligation in any state or FHA?		
5. Have you or any principals in your organization participated in a development project that resulted in the loss or recapture of Tax Credits or any other federal, state, or local government loan or grant?		
6. Are you or any of the applicants currently under investigation by any local, state or federal agency?		
7. Are you or any of the applicants delinquent in payments to HACP/ ARMDC or have defaulted on any of your obligations to HACP/ ARMDC including, meeting required submissions and deadlines?		
8. Have you or any of the applicants been party to a contract with a local, state, or federal government agency that was terminated due to deficiencies or defaults?		
9. Are you or any of the applicants currently debarred or suspended by HUD?		

Respondent Name:

Reference List

Provide a list of three (3) references for projects where the Co-Developer has performed services similar to those described in this RFQ.

Reference 1	
Contracting Entity	
Primary Contact person (must have firsthand knowledge of the development)	
Title	
Phone number	
Email address	
Project Start Date	
Project Completion Date	
Brief Description of responsibilities including; planning, financing, construction, marketing, ownership, management, etc.	

Reference 2	
Contracting Entity	
Primary Contact person (must have firsthand knowledge of the development)	
Title	
Phone number	
Email address	
Project Start Date	
Project Completion Date	
Brief Description of responsibilities including; planning, financing, construction, marketing, ownership, management, etc.	

Reference 3	
Contracting Entity	
Primary Contact person (must have firsthand knowledge of the development)	
Title	
Phone number	
Email address	
Project Start Date	
Project Completion Date	
Brief Description of responsibilities including; planning, financing, construction, marketing, ownership, management, etc.	

Respondent Name:

Firm Demographics

		Males								Females							
	All employees	White American	African American	Hispanic American	Asian American	Hasidic Jew American	Other American Minority	Foreign	**Total Males**	White American	African American	Hispanic American	Asian American	Hasidic Jew American	Other American Minority	Foreign	**Total Females**
Partner	0								0								0
Associate	0								0								0
Professional	0								0								0
Secretarial	0								0								0
Clerical	0								0								0
Other	0								0								0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Respondent Name:

MBE & WBE Past Performance

MBE & WBE Past Past Performance: List up to five (5) completed or active development projects from the past ten (10) years that best demonstrate your firm's track record of achieving MBE and WBE participation goals.

Project Name & Location		Project Type (LIHTC, Public Husing, Mixed Use, etc.)	Total Construction /Development Cost	Total Contracted Dollars ($) Awarded to MBEs	Actual MBE % Achieved	Total Contract Dollars ($) Awarded to WBEs	Actual WBE % Achieve	Key MBE/WBE Subcontractors & Services Provided
Project 1:								
Project 2:								
Project 3:								
Project 4:								
Project 5:								

Additional Narrative / Mentorship Summary (Optional): Describe any joint-venture or capacity-building efforts supporting MBE/WBE growth. (In addition to this table, please review the MBE/WBE Participation Plan and MBE/WBE Certification Letters from **ATTACHMENT E** and include in **TAB 8** of your PDF response, if applicable).

Respondent Name:

Section 3 Past Performance

Section 3 Participation Past Performance: List up to five (5) completed or active projects from the past ten (10) years that demonstrate your firm's track record of providing employment, training, and contracting opportunities to Section 3 workers and Section 3 Business Concerns under 24 CFR Part 75 or legacy Section 3 rules. (In addition to this table, please review the Section 3 Opportunities Plan from **ATTACHMENT F** and include in **Tab 9** of your PDF response if applicable).

Project Name and Location		Funding Source (e.g. LIHTC, CNI, RAD, HOME, CDBG, etc.)	Total Section 3 Resident Hires (Count)	% of Total Labor Hours Worked by Section 3 Workers	Dollar Amount Awarded to Section 3 Business Concerns	% of Subcontractors Awarded to Section 3 Businesses	Summary of Training / Apprenticeship Programs Offered
Project 1:							
Project 2:							
Project 3:							
Project 4:							
Project 5:							

ATTACHMMENT E:

MBE/WBE POLICY INFORMATION & PARTICIPATION PLAN GUIDELINES

Instructions for Respondents:

The ARMDC policy requires all Respondents to submit an MBE/WBE Participation Plan with their submission. Because this RFQ establishes a pool of qualified Co-Developers Respondents must complete and submit the following items under **TAB 8**:

- **MBE/WBE Participation Plan (ATTACHMENT E Forms):**
  Complete and submit the MBE/WBE Participation Plan and Certification Forms in **ATTACHMENT E**. On these forms, Respondents must:
  - State the Respondent’s certified MBE/WBE status (if applicable) and attach valid certification letters.
  - Identify any key team members or sub-consultants (e.g., architects, engineers, property managers, etc.) holding active MBE/WBE certifications that the Respondent will utilize. Respondents should attach certification letters of proposed firms.
  - Outline their general outreach methodology for exercising "Best Efforts" to achieve ARMDC’s 25% MBE and 10% WBE goals on future Task Orders.
- **Past Performance & Track Record (ATTACHMENT D, TAB 8):**
  Complete **TAB 8** of the Excel Workbook detailing actual MBE and WBE participation rates achieved on up to five (5) completed or active development projects from the past ten (10) years.

Respondents must complete the forms on the following pages and include them in **TAB 8** of their submission. Refer to **Section IV, TAB 8** for complete submission criteria relating to MBE/WBE Participation.

Policy Statement & Goals

It is the policy of the ARMDC to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts led by the ARMDC. In accordance with Executive Order 11625, the ARMDC has established a minimum threshold of twenty-five percent (25%) of the total dollar amount for MBE utilization in this contract. The ARMDC has established a ten percent (10%) minimum threshold for participation of WBEs, and the ARMDC strongly encourages and affirmatively promotes the use of MBEs and WBEs in all ARMDC contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent

(51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanic Americans, Native-Americans, and Asian Americans. A WBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

Application to RFQ & Task Order Structure

Because this RFQ establishes a pool of qualified Co-Developers and does not award a project-specific budget or contract value at this stage, Respondents are not required to submit executed MBE/WBE subcontracts at the time of RFQ submission.

However, complete submission for **TAB 8** requires:

- Completion MBE/WBE Participation Plan contained within this attachment (evaluating firm capacity, certified core team members, and outreach methodology).
- Completion of the Past performance Track Record in **ATTACHMENT D, TAB 8**.

Site-specific participation plans with binding dollar commitments will be solicited during the Task Order phase and finalized as part of the MOA or MDA.

"Best Efforts" Compliance & Task Order Contracting

When site-specific Task Orders are issued and financial values are established, selected developers will be required to demonstrate "Best Efforts" to achieve compliance. The ARMDC's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with the ARMDC or lesser number if the contractor provides documentation that ten (10) certified MBE and ten (10) certified WBE contractors could not be identified. Each contractor shall certify as to the same under penalty of perjury and shall submit the back-up documentation.

Contact Information:

A copy of the MBE/WBE Participation Plan and Certification Letter has been included within this attachment. If you have any questions regarding ARMDC's MBE/WBE goals, please contact:

Mr. Rick Williams, Vendor Relations Manager
Procurement Department
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
Email: ricardo.williams@hacp.gov
Phone: (412) 643-2768

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes ___________ No ___________

II. MINORITY BUSINESS PARTICIPATION
Is the Bidder classified as a Minority Business Enterprise?

Yes ___________ No ___________

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

Yes ___________ No ___________

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

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

III. WOMEN-OWNED BUSINESS PARTICIPATION
Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes ___________ No ___________

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

Yes ___________ No ___________

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

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

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

MBE/WBE Certification Letter

Project Description:

Description of Subcontractor's Scope of Work/Services:__________________

____

Dollar Value of the Subcontractor's Work/Services:__________________________

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

Sincerely,

Prime Contractor	**MBE/WBE Subcontractor**
Name of Prime Contractor	Name of MBE/WBE Subcontractor
Address	Address
Address	Address
Telephone Number	Telephone Number
Name of Authorized Representative	Name of Authorized Representative
Signature	**Signature**
Date	Date

ATTACHMMENT F:

SECTION 3 PARTICIPATION

Instructions for Respondents

The ARMDC policy requires all Respondents to address Section 3 participation with their submission. Because this RFQ establishes a pool of qualified Co-Developers, Respondents must complete and submit the following items under **TAB 9**:

- **Section 3 Opportunities Plan (ATTACHMENT F):**
  Complete and submit the Section 3 Opportunities Plan and Certification Forms in **ATTACHMENT F**. On these forms, Respondents must:

    - State whether the Respondent or any proposed team member is a certified Section 3 Business and attach valid certifications.

    - Describe general strategy for resident hiring, job training, and utilizing Section 3 businesses during future Task Order execution.

- **Historical Performance Track Record:**
  Complete **TAB 9** in the Excel Workbook showcasing actual Section 3 performance metrics achieved on up to five (5) completed or active projects over the past ten (10) years.

Respondents must complete the forms on the following pages and include them in **TAB 9** of their submission. Refer to **Section IV, TAB 9** for complete submission criteria relating to Section 3 Participation.

Policy Overview & Statutory Requirements

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the Act), requires the ARMDC to ensure that employment and other economic and business opportunities generated by financial assistance from 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 ARMDC 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 ARMDC residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. The ARMDC 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 ARMDC 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.

Application to RFQ & Task Order Structure

Because this RFQ establishes a pool of qualified Co-Developers and does not award a project-specific budget or contract value at this stage, Respondents are not required to submit executed Section 3 Opportunities Plan at the time of RFQ submission.

However, complete submission for **TAB 9** requires:

- Completion of the Section 3 Opportunities Plan and Certification Forms contained within this attachment (evaluating firm status, core team capacity, and prospective workforce strategy).
- Completion of the Historical Past Performance Track Record in **ATTACHMENT D, TAB 9**.

Project-specific Section 3 plans with binding resident hiring targets will be solicited during the Task Order phase and finalized as part of the MOA or MDA.

HACP RESIDENT HIRING SCALE:

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR
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	1/2% to 1% of the labor dollars

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

Contact Information

A copy of the Section 3 Opportunities Plan has been included within this attachment. 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., Resident Sustainability Manager
Bedford Hope Center
2305 Bedford Avenue
Pittsburgh, PA 15219
Email: Lloyd.Wilson@HACP.gov
Phone: (412) 643-2835

Housing Authority of the City of Pittsburgh

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 Part 75 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS**) during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **<u>must</u>** 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 – <u>HIRING</u>

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)

Housing Authority of the City of Pittsburgh

SECTION 3 OPPORTUNITIES PLAN

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

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

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

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

____

____

Housing Authority of the City of Pittsburgh

SECTION 3 OPPORTUNITIES PLAN

[ ] Tier II – CONTRACTING

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

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

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

[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

[ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing workforce. 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.

Housing Authority of the City of Pittsburgh

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: __________