



REQUEST FOR QUALIFICATION (RFQ) 2024-08

Architectural and Engineering Services Indefinite Quantities

DATE ISSUED: Tuesday, October 29, 2024

TYPE OF PROJECT: The Alexander City Housing Authority (“ACHA”) seeks proposals for qualifications from qualified individuals and/or firms to provide architectural and engineering services on a task order basis.

CONTACT PERSON: Michelle Wingler, Procurement/Contract Manager
michellewingler@alexcityhousing.org

LAST DAY FOR QUESTIONS: Thursday, November 7, 2024, at 2:00 p.m. (CST)

SUBMISSION DEADLINE: Thursday, November 21, 2024 at 2:00 p.m. (CST)

SUBMISSION ADDRESS: Michelle Wingler, Procurement/Contract Manager
Alexander City Housing Authority
2110 County Road
Alexander City, Alabama 35010

Separate sealed proposals will be accepted at the ACHA’s, Procurement/Contract Office, 2110 County Road, Alexander City, Alabama 35010, until the date and time noted above. Proposals will be held in confidence and not released in any manner until after contract award.

The responsibility for submitting a response to this RFQ at the ACHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

Copies of this RFQ are available by visiting ACHA’s website at www.alexcityhousing.org, visiting the Housing Agency Marketplace at <https://ha.internationaleprocurement.com> , or can be requested in writing by emailing Michelle Wingler at michellewingler@alexcityhousing.org



TABLE OF CONTENTS

PART I – GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Purpose
- 1.3 Method of Solicitation
- 1.4 Obtain Copies of this Solicitation

PART II – SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

- 2.1 Submission of Proposals
- 2.2 Interpretation/Questions
- 2.3 Addendum and Update Procedures for the RFQ
- 2.4 Proposal Format
- 2.5 Submittal Forms
- 2.6 Acceptance of Proposals
- 2.7 Time for Reviewing Proposals
- 2.8 Withdrawal of Proposals
- 2.9 Award of Contract
- 2.10 HUD Debarment and Suspension List
- 2.11 Certification of Legal Entity
- 2.12 Cost Borne by Respondent
- 2.13 Best Available Data
- 2.14 Contact with ACHA, Staff, Board Members and Residents
- 2.15 Licenses and Insurance
- 2.16 Respondent Responsibilities
- 2.17 No Claim Against ACHA

PART III – SUBMISSION REQUIREMENTS

- 3.1 Staffing and Qualifications
- 3.2 Relevant Experience and Past Performance
- 3.3 References
- 3.4 Respondent's Approach and Response to Scope of Service
- 3.5 Proposal Cost
- 3.6 Required Certifications/Forms

PART IV – SCOPE OF SERVICES



PART V – PROCUREMENT PROCESS

- 5.1 Proposal Evaluation/Contract Award
- 5.2 Evaluation Criteria
- 5.3 Summary of Evaluation Criteria

PART I – GENERAL INFORMATION

1.1 Introduction

The Alexander City Housing Authority (ACHA) is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within Alexander City, Alabama. The ACHA is headed by an Executive Director (ED) and is governed by a five-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the ACHA’s procurement policy.

1.2 Purpose

The Alexander City Housing Authority (“ACHA”) seeks proposals from qualified individuals and/or firms to provide architectural and engineering services on a task order basis.

Individuals and/or firms must be willing to execute HUD’s Model Form Agreement Between Owner and Design Professional (Form HUD-51915), attached hereto as Exhibit B.

1.3 Method of Solicitation

ACHA is soliciting competitive proposals from qualified individuals and/or firms with a documented record of accomplishments of providing the required services. The Request for Qualifications (RFQ) seeks to identify potential providers for the scope of services listed herein.

1.4 Obtain Copies of this Solicitation.

Single copies of the RFQ package may be obtained, at no cost by:

1. Visiting the ACHA’s website at: www.alexcityhousing.org
2. Downloading at the Housing Agency Marketplace (E-procurement) at <https://ha.internationaleprocurement.com>
3. Requesting via email to michellewinger@alexcityhousing.org
4. Copies may also be picked up in person at:



Alexander City Housing Authority
Procurement/Contract Office
2110 County Rd
Alexander City, Alabama 35010

PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Submission of Proposals

Respondents should submit one (1) original copy of their proposal. The original submission shall be dated and signed by an authorized official of the company. Proposals must be submitted in a sealed envelope that shows the firm's name and address, and clearly written on the outside of the sealed envelope must be the words "Architectural and Engineering Services Indefinite Quantities (RFQ 2024-08) – Thursday, November 21, 2024 at 2:00 p.m. (CST)". The electronic proposal must contain the same information as required with the original submissions and must be compiled as a single document.

Proposals received after the deadline date and time may be determined unacceptable. Refer to form HUD 5369-B, Section 6, regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of the HUD Model Form of Agreement Between Owner and Design Professional (HUD Form 51915) with ACHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

2.2 Interpretation/Questions

During the period between issuance of this RFQ and the proposal due date, no oral interpretation of the RFQ's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, by the questions due date and time as indicated on the coversheet (first page) of the RFQ and sent to: Email: michellewangler@alexcityhousing.org

2.3 Addendum and Update Procedures for the RFQ

During the period of advertisement for this RFQ, ACHA may wish to amend, add to, or delete from, the contents of this RFQ. In such situations, ACHA will issue an addendum to the RFQ setting forth the nature of the modification(s). ACHA will email (or send via regular postal mail or fax upon written request) any addenda to Respondents of this RFQ solicitation. Interested parties may also view addenda on ACHA's website www.alexcityhousing.org or at the Housing Agency Marketplace at <https://ha.internationaleprocurement.com>.



It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFQ.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. Inserts shall not be stapled together. All copies of the submittal must be identical in content and organization. The format of the respondent's proposal should be structured the same as the format of the RFQ. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFQ, the date, and the Respondent's name, address, phone number and email address. The electronic submission should be organized in the same manner as the hard copy as one document.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, ACHA forms, licenses and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in completed form at ACHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time could potentially not be accepted and could potentially be returned unopened to the originator.

ACHA reserves the right to accept or reject any or all proposals, to take exception to these RFQ specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFQ.

ACHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of a similar nature. ACHA also reserves the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept, unopened until the closing date and time. Proposals received after the closing date and time could potentially not be considered. ACHA's Evaluation Committee, appointed by the Executive Director, will evaluate all proposals properly received.

The Evaluation Committee will analyze proposals within the 180 days of the date and time due and make a recommendation for award of contract or not to award, to the ACHA Executive Director.



2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by ACHA prior to the contract award.

2.9 Award of Contract

ACHA reserves the right to make an award based solely on the proposals or to negotiate further with the Respondent(s). The Respondent(s) selected for the award will be chosen based on an assessment of the greatest benefit to the ACHA. ACHA also reserves the right to negotiate and award any element of this RFQ, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposal received as in the best interest of ACHA. Contract shall be awarded to the Respondent(s) submitting a proposal according to the evaluation criteria contained herein. ACHA reserves the right to interview or receive demonstrations of products/services from one or more Respondent(s) whose submittals are evaluated above the acceptable 75 points as detailed in Section 5.1 Proposal Evaluation/Contract Award. The Respondent(s) to whom the award is made will be notified at the earliest practical date.

Contract Terms

ACHA anticipates the award of a contract for a period of 3 years.

2.10 HUD Debarment and Suspension List

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under the Alabama State Law and the City of Alexander City, Alabama.

2.12 Cost Borne by Respondent

All cost related to the preparation of this RFQ and any related activities are the responsibility of the Respondent. ACHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.



2.13 Best Available Data

All information contained in this RFQ is the best data available to ACHA at the time the RFQ was prepared. The information given in the RFQ is not intended as a representation having binding legal effect. This information is furnished for the convenience of Respondents and ACHA assume no liability for any errors or omissions.

2.14 Contact with ACHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with ACHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses and Insurance

The awarded individual/firm shall have and maintain all required licenses necessary to conduct business in the City of Alexander City and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract. Copies of all licenses must be in the Procurement/Contract office prior to contract execution.

Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlined) and the ACHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage	\$1,000,000 each occurrence
General Liability Coverage	\$1,000,000 each occurrence
Comprehensive Automobile Liability Coverage	\$1,000,000 each occurrence
Worker's Compensation with Statutory Limits of the State of AL	

2.16 Respondent Responsibilities

Each Respondent is presumed by ACHA to have thoroughly studied this RFQ and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFQ is the responsibility of the Respondent.

2.17 No Claim Against ACHA

The Respondent shall not obtain, by submitting a proposal in response to this RFQ, any claim against ACHA or ACHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of ACHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.



PART III – SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision. Cost will not be submitted with the Respondent’s proposal). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. Inserts shall not be stapled together. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFQ Section	Tab No.	Description
3.1.1	1	Form of Proposal. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, Certificate as to Corporate Principle Form, and Non-Collusive Form. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal, where applicable.
3.1.3	3	Profile of Firm Form. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. Respondent shall place under this tab documentation further explaining the firm’s services and showing how the firm intends to fulfill the requirements of the Scope of Work listed in the preceding Section Part IV herein, including, but not limited to:
3.1.4.1		The proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS and REQUESTED SERVICES.
3.1.4.2		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED. Provide a detailed narrative that demonstrates the approach or how the Respondent will engage with ACHA staff. Outline its anticipated approach/engagement for each element of work identified in the Scope of Services. The outlined approach/engagement should be consistent with the objectives and requirements set forth in the RFQ and should address how services will be immediately provided upon execution of the HUD Form 51915. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.



3.1.4.3		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein) Describe professional competence and experience in the areas of schematic design, construction drawings and specifications, cost estimates, etc. Include resumes of key staff identified as responsible for performing the work under a contract with ACHA.
3.1.4.4		The proposer's DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE. Identify similar or related work performed for public housing authorities or other companies that has been completed to date or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal. Identify experience in performing work for public housing authorities or other companies, by the Respondent and/or its participants. Demonstrate ability to produce reports that are well regarded in the industry in terms of content, timeliness, and responsiveness. Demonstrate, through written explanation, the Respondent's familiarity with HUD, Federal, State, and local laws, regulations, and codes that the Respondent believes may be pertinent or applicable to this project. If the Respondent is a joint venture, or another entity formed solely for responding to this RFQ, provide evidence of prior successful collaborations.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		Approach to QUALITY CONTROL
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.4.9		Proposed Engagement Letter. A copy of the proposer's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the Profile of Firm Form. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). Include in the chart all key personnel, specialists, and consultants, who will be assigned work under a contract potentially resulting from this RFQ. Identify all individuals who will be devoted to the project on a full-time basis or part time basis (up to 50% of time allocated to project), including those who will be full time only for specific components of the project, as well as those



		filling a continuing position throughout the project. Provide detailed resumes for each, highlighting the experience that qualifies them for the position they will fill.
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided inclusive of duration of projects or projected completion date of current/active projects and dollar value of contracted services.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure supplier diversity (e.g., small, minority, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information. The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Respondent is a joint venture, or another entity formed solely for responding to this RFQ, provide evidence of prior successful collaborations. Proposer will submit under Tab 3 a Profile of Firm form for each subcontractor/joint venture that he/she intends on utilizing.
3.1.9	9	Section 3 Plan. ACHA's Section 3 Plan is attached hereto as Exhibit A. Respondents to this RFQ are exempt from Section 3 requirements as defined in 24 CFR 75.5. "Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09."
3.1.10	10	Other Information. The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation. Respondent shall include the "Company Information Form" form located at the end of this RFQ under this tab.
3.1.11		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING



	PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., “comb-type;” etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

3.2 Proposal Pricing/Cost

Respondents shall not provide any cost/pricing with the submission of their proposal. ACHA will request only from the highest ranked respondent following the evaluation of qualifications.

3.3 Required Certifications/Forms

Each proposal shall contain an executed copy, if applicable, of the following HUD and ACHA forms, which are attached herein. If a form does not apply, please state ‘not applicable’ and include in the proposal submission:

	Form of Proposal
	Profile of Firm Form
	Certificate as to Corporate Principal Form
	Non-Collusive Form
Form HUD-5369-B	Instructions to Offerors – Non-Construction
Form HUD 5369-C	Certifications and Representations of Offerors – Non-Construction Contract
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal Transactions
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART IV - SCOPE OF SERVICES

1. Refine, clarify and define the ACHA’s project description, date and requirements as necessary to develop a schematic design of the project which meets the ACHA’s requirements. Respond to all comments/questions and resolve outstanding design issues at the various phases by taking appropriate action in the design of the project.
2. Design Development-Provide a set of Design Development drawings with preliminary specifications for ACHA’s review and comment prior to construction documents.
3. Provide complete construction contract documents with professional seals and signatures in accordance with the State of Alabama.



4. Ensure that construction contract documents are in conformity with generally accepted architectural and engineering practices and comply fully with all applicable codes and regulations.
5. Provide specifications which reflect current requirements, standards and product availability.
6. Provide A/E cost estimates for each project.
7. Complete all forms and documents as required.
8. Provide the ACHA with services to assist in the bidding and awarding of construction contracts inclusive of but not limited to attending pre-bid conferences, reviewing submitted bids, providing recommendation of award, etc.

PART V – PROCUREMENT PROCESS

5.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

- a. The evaluation process will be used to determine the firms that will comprise the short list, from which final selection for contract award will ultimately be made.
 - (1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee.
 - (2) Each member of the Evaluation Committee will score each proposal.
 - (3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 5.2.
 - (4) The results of the evaluation of technical, will be used to determine those proposals to be considered.
 - (5) The Authority may request Respondents make oral presentations (i.e. interviews/demonstrations) concerning their qualifications to the Authority's Evaluation Committee. The Authority reserves the right to interview one or more respondents.
 - (6) Respondents with acceptable technical proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by the Authority can result in disqualification of Respondent's proposal.



- b. Scoring will be based upon how well the proposal meets the criteria established in this RFQ.
- c. ACHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFQ would be capable of delivering the necessary level of service within an acceptable the period and/or subsequent pricing.
- d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation criteria stated in the RFQ and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFQ.

5.2 Evaluation Criteria

- a. Organizational Capacity/Staffing and Qualifications: 30 Points
 - (1) Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
 - (2) Additional consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload
- b. Relevant Experience and Past Performance: 30 Points
 - (1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date.
 - (2) Additional consideration will be given to those Respondents, who demonstrate, a documented track record of successfully completing projects of the same type required by this RFQ.
 - (3) Additional consideration will be given to those Respondents demonstrating previous experience coordinating projects of this type with internal and external entities.
 - (4) Additional consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.



c. Respondent’s Approach/Engagement Related to the Scope of Service: 30 Points

- (1) The Respondent’s approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
- (2) Additional consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe, as applicable.

5.3 Summary of Evaluation Criteria

Evaluation Criteria Points

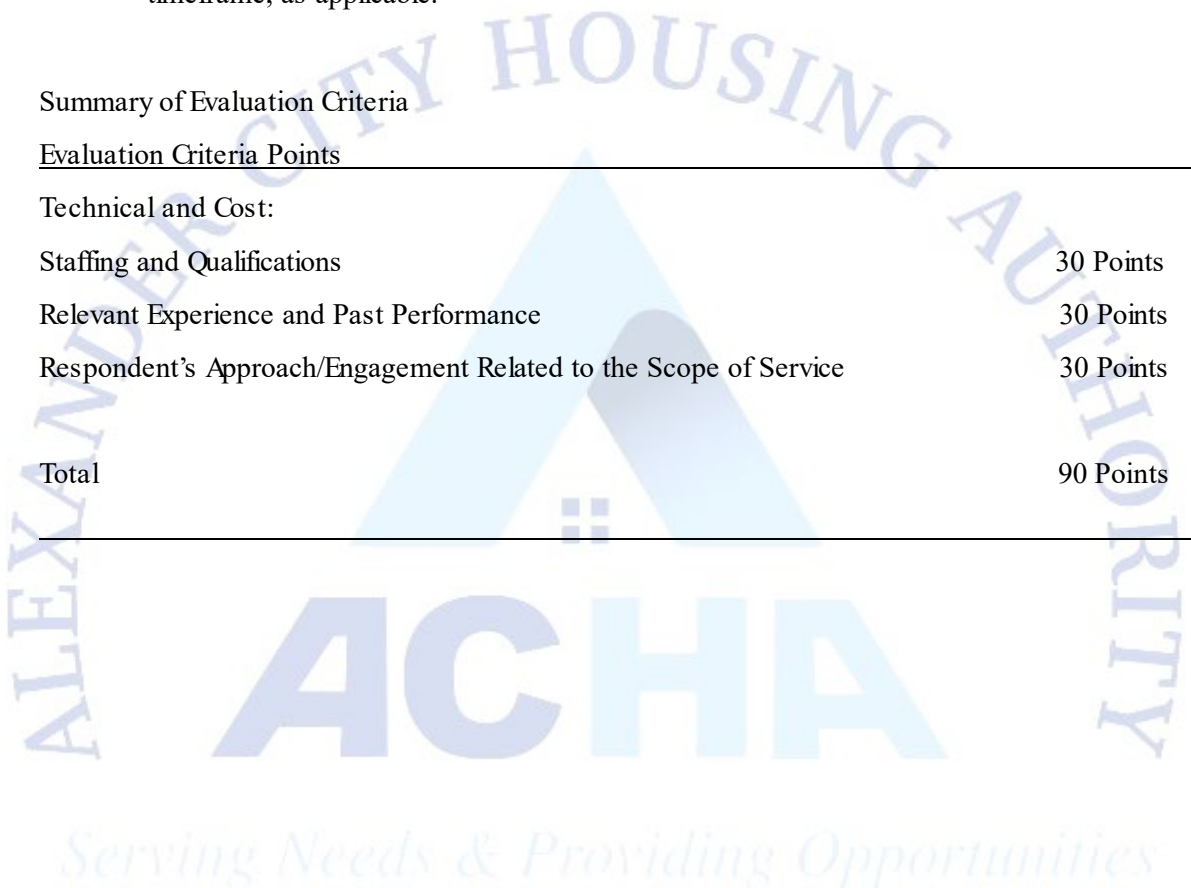
Technical and Cost:

Staffing and Qualifications 30 Points

Relevant Experience and Past Performance 30 Points

Respondent’s Approach/Engagement Related to the Scope of Service 30 Points

Total 90 Points



**FORM OF PROPOSAL
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment B)
_____	Tab 3 Profile of Firm Form (Attachment C)
_____	Tab 4 Proposed Services (including SF330, Attachment H)
_____	Tab 5 Managerial Capacity/Financial Viability
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement;
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Business Preference Documentation (Optional; Attachment D)
_____	Tab 10 Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming?
_____.

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, that shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the HA, including executing the sample contract form(s) provided. Pursuant to all RFQ Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided.

Signature Date Printed Name Company

**PROFILE OF FIRM FORM
(Attachment C)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in State of Alabama; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
- Public-Held Corporation _____%
- Government Agency _____%
- Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned* _____%
- African American _____%
- **Native American _____%
- Hispanic American _____%
- Asian/Pacific American _____%
- Hasidic Jew _____%
- Asian/Indian American _____%

- Woman-Owned (MBE) _____%
- Woman-Owned (Caucasian) _____%
- Disabled Veteran _____%
- Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

Signature Date Printed Name Company

**PROFILE OF FIRM FORM
(Attachment C)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (8) Federal Tax ID No.: _____
- (9) Alexander City; Goodwater Business License No.: _____
- (10) State of Ala License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Instructions To Proposers & Contractors (ITPC) (Attachment F)

REQUEST FOR QUALIFICATIONS (RFQ) NO.2024-08, Architectural/Engineering Design Services

Table of Contents

Section	Description	Page
1.0	General Conditions	2
1.1	Applicability	2
1.2	Definitions	2
2.0	Conditions To Propose	4
2.1	Pre-qualification of Proposers	4
2.2	RFQ Forms, Document Specifications and Drawings	4
2.3	Proposal Preparation, Submission and Receipt by the HA	4
2.4	Exceptions to Specifications	6
2.5	Lump Sum Cost Breakdown (LSCB)	6
3.0	Proposal Evaluation	8
3.1	Proposal Opening Results	8
3.2	Award of Proposal(s)	8
3.3	Rejection of Proposals	8
3.4	Cancellation of Award	8
3.5	Mistake in Proposal Submitted	9
3.6	Irregular Proposal Submitted	9
3.7	Disqualification of Proposers	9
3.8	Burden of Proof	10
4.0	Right To Protest	11
4.1	Rights	11
4.2	Administrative Powers	11
4.3	Procedure to Protest	11
5.0	Disputed Billings (Charges)	14
5.1	Procedures	14
6.0	Additional Considerations	15
6.1	Right of Joinder Pursuant to NRS 332.195	15
6.2	Non-escalation	15
6.3	Funding Restrictions and Order Quantities	15
6.4	Required Permits	15
6.5	Taxes	15
6.6	Government Standards	15
6.7	Freight on Bill and Delivery	16
6.8	Communication	16
6.9	Work on HA Property	16
6.10	Estimated Quantities	16
6.11	Warranty	16
6.12	Official, Agent and Employees of the HA Not Personally Liable	17
6.13	Subcontractors	17
6.14	Salaries and Expenses Relating to the Successful Proposer's Employees	17
6.15	Attorney's Fees	17
6.16	Independent Contractor	17
6.17	Severability	17
6.18	Waiver of Breach	17
6.19	Time of the Essence	18
6.20	Limitation of Liability	18
6.21	Indemnity	18
6.22	Lobbying Certification	19
6.23	24 CFR 85.36(i), Procurement	20
6.24	Additional Federally Required Orders/Directives	24

ALEXANDER CITY HOUSING AUTHORITY (HA)

1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITPC shall be applicable to all Request For Qualifications (RFQ) solicitations that the Alexander City Housing Authority (HA) conducts and shall be applicable to any contract that the HA awards to or signs with any firm, agency or individual pursuant to such RFQ. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with the HA.

1.1.1 Unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFQ or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93); and HUD-5370-C (10/2006), Section I; HUD-51915), the information within such HUD form(s) shall govern any other information issued, especially that issued within any HA-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all RFQ documents issued by the HA pertaining to this RFQ, including the attachments and the ensuing contract):

1.2.1 "Contracting Officer" when named within an RFQ document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.2 "Contract" refers to the fully executed written agreement that ensues from the RFQ. Whereas all RFQ documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFQ document, such is referring to both the RFQ documents and the ensuing contract document.

1.2.3 "Contractor" and the term "successful proposer" may be used interchangeably.

1.2.4 "Days" unless otherwise directed, shall refer to calendar days.

1.2.6 "ED" is the HA Executive Director.

1.2.8 "HA" is the Alexander City Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the HA" is used without clearly designating a responsible HA staff person, the proposer(s) shall assume that responsibility for that item rests with the CO.

1.2.9 "HUD" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the HA receives some funding from; however, pertaining to this RFQ, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

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- 1.2.10 **"Herein"** shall refer to all documents issued pursuant to the noted RFQ, including the RFQ documents and the attachments.
- 1.2.11 **Offer**" is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the HA in response to the RFQ.
- 1.2.12 **Offeror**" or **"Offerors"** are the proposer or proposers.
- 1.2.13 **"Parties"** - When "the parties," "both parties" or "either party" is stated within the RFQ documents or the contract, such refers to the HA and the successful proposer(s).
- 1.2.14 **"Proposal" and/or "Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFQ document, deliver to the HA.
- 1.2.15 **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an RFQ or contract, the protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e. registered and received the RFQ documents).
- 1.2.16 **"Prospective Proposer" or "Proposer"** - A prospective proposer is a firm or individual who has been notified of the RFQ solicitation and/or who has requested and/or received the RFQ documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFQ. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFQ—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.
- 1.2.17 **"Request For Qualifications" (RFQ)** is the competitive proposal process allowed by HUD, especially as defined within Section 7.3 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.18 **"RFQ Document(s)"** - Whether stated in the singular or the plural, such refers to the body of documents, including attachments that the HA makes available to all prospective proposers wherein is detailed the HA's requirements.
- 1.2.19 **"Solicitation" or "Competitive Solicitation"** is the RFQ process detailed herein.

2.0 CONDITIONS TO PROPOSE:

2.1 Pre-Qualification of Proposers: Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the HA's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

2.2 RFQ Forms, Documents, Specifications and Drawings:

2.2.1 It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFQ, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this RFQ.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The HA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Proposal Preparation, Submission and Receipt by the HA:

2.3.1 Required Forms: All required forms furnished by the HA as a part of the RFQ document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its originally form (for example, signature lines must appear on the page the line was originally intended to be on).

-
- 2.3.2 Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFQ document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.
- 2.3.3 Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by the HA of the proposal submittal shall be securely kept, unopened, by the HA. The CO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.
- 2.3.3.1** Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the HA after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to the HA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- 2.3.4 No Public Opening of Proposals:** Pursuant to the competitive proposals or RFQ process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFQ). Persons other than HA staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.
- 2.3.5 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.
- 2.3.6 Conflicting Conditions:** Any provisions detailed within any of the RFQ documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFQ documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFQ or contract document shall govern.

2.3.7 Interpretations: No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFQ. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFQ document issued and as directed by the HA. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFQ documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications:

2.4.1 A proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the HA will be issued in writing within 5 days of receipt of such exception request. The HA reserves the right to agree with the prospective proposer and issue a revision to the applicable RFQ requirements, or may reject the prospective proposer's request.

2.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFQ documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HA officers not already listed within the RFQ documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

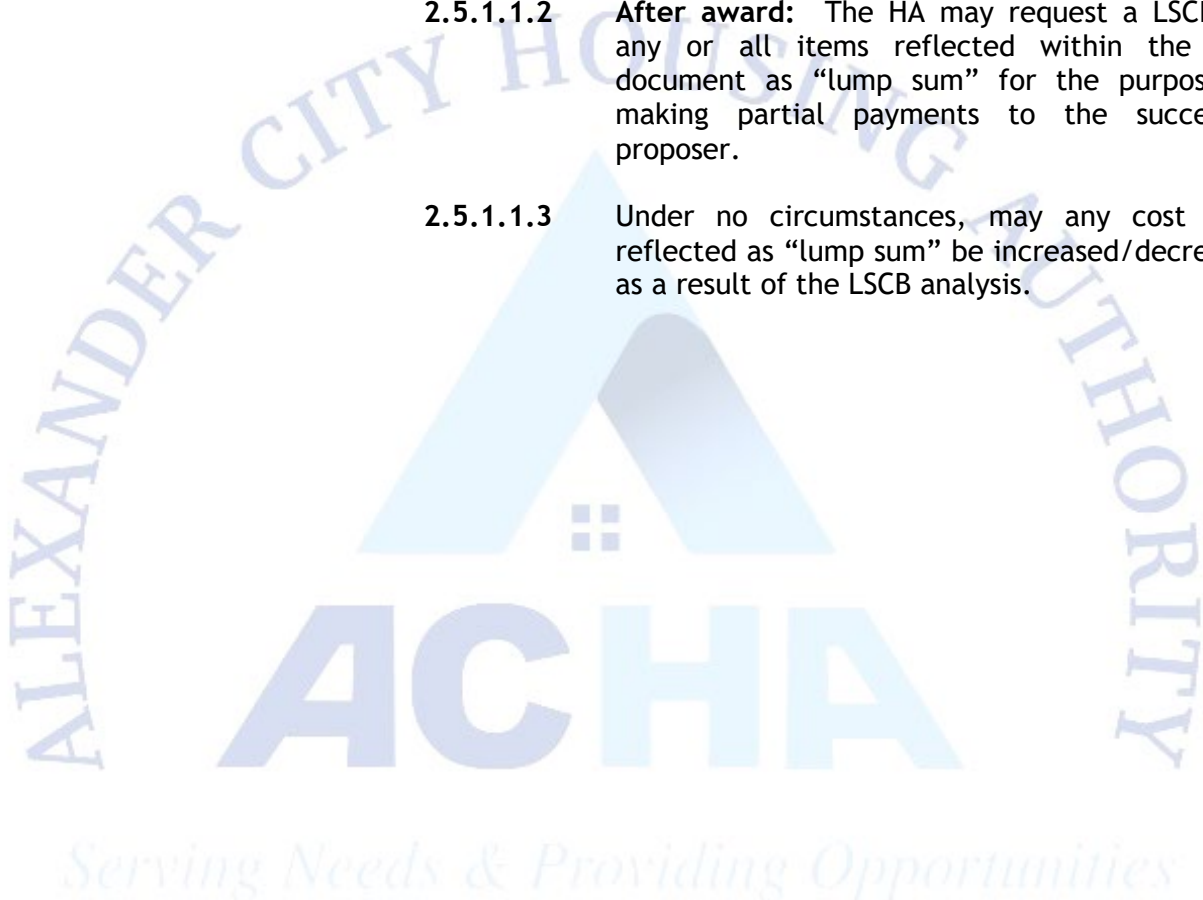
2.5.1 The HA reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve the HA in two distinct areas:

2.5.1.1.1 **Prior to award of proposals:** The HA may request a LSCB for any or all items reflected within the RFQ document as “lump sum” for the purpose of determining an unbalanced cost proposal. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After award:** The HA may request a LSCB for any or all items reflected within the RFQ document as “lump sum” for the purpose of making partial payments to the successful proposer.

2.5.1.1.3 Under no circumstances, may any cost item reflected as “lump sum” be increased/decreased as a result of the LSCB analysis.



3.0 PROPOSAL EVALUATION:

3.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the HA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the HA issues such notice, the HA will inform all proposers as to each proposers placement as a result of the evaluation (i.e. 1st, 2nd, 3rd, etc.), the total points each proposer was awarded as a result of the evaluation and the proposed costs submitted by each proposer.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the HA Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The HA shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 Award of Proposal(s): The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFQ document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the HA, to the best interests of the HA to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Proposals:

3.3.1 The HA reserves the right to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, the HA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the HA, the best interest of the HA will be promoted.

3.3.2 Prospective proposers acknowledge by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to the HA is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFQ documents in the event the HA decides to consider an award to that proposer.

3.4 Cancellation of Award: The HA reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Proposal Submitted:

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by the HA unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the HA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the HA retains the right to accept or reject any proposal withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the RFQ documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the HA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the HA's discretion, be cause for rejection:

3.6.1 If the forms furnished by the HA are not used or are altered or if the proposed costs are not submitted as required and where provided.

3.6.2 If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the HA's cost estimate for that item.

3.7 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

-
- 3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the HA until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the HA within the proposal documents issued, including by addendum.
- 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.
- 3.7.4 Documented unsatisfactory performance record as shown by past work for the HA or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5 Incomplete work, which in the judgment of the HA, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 3.7.7 Failure to comply with any qualification requirement of the HA.
- 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the HA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 3.7.9 As required by the RFQ documents, failure of the successful proposer to be properly licensed by the Cities of Alexander City and Goodwater and/or the State of Alabama and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the HA.
- 3.8 **Burden of Proof:** If requested by the HA, it shall be the responsibility of the proposer(s) to furnish the HA with sufficient data or physical samples, within a specified time, so that the HA may determine if the goods or services offered conform to the Specifications.

4.0 Right to Protest:

4.1 **Rights:** Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the alleged inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e. registered and received the RFQ documents) when the alleged situation occurred. The HA has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers:** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest:** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the HA from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HA or condition is being protested as inequitable, making, where appropriate specific reference to the RFQ documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the HA from any responsibility to consider the protest and take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:

4.3.2.1 the deadline for receiving proposals;

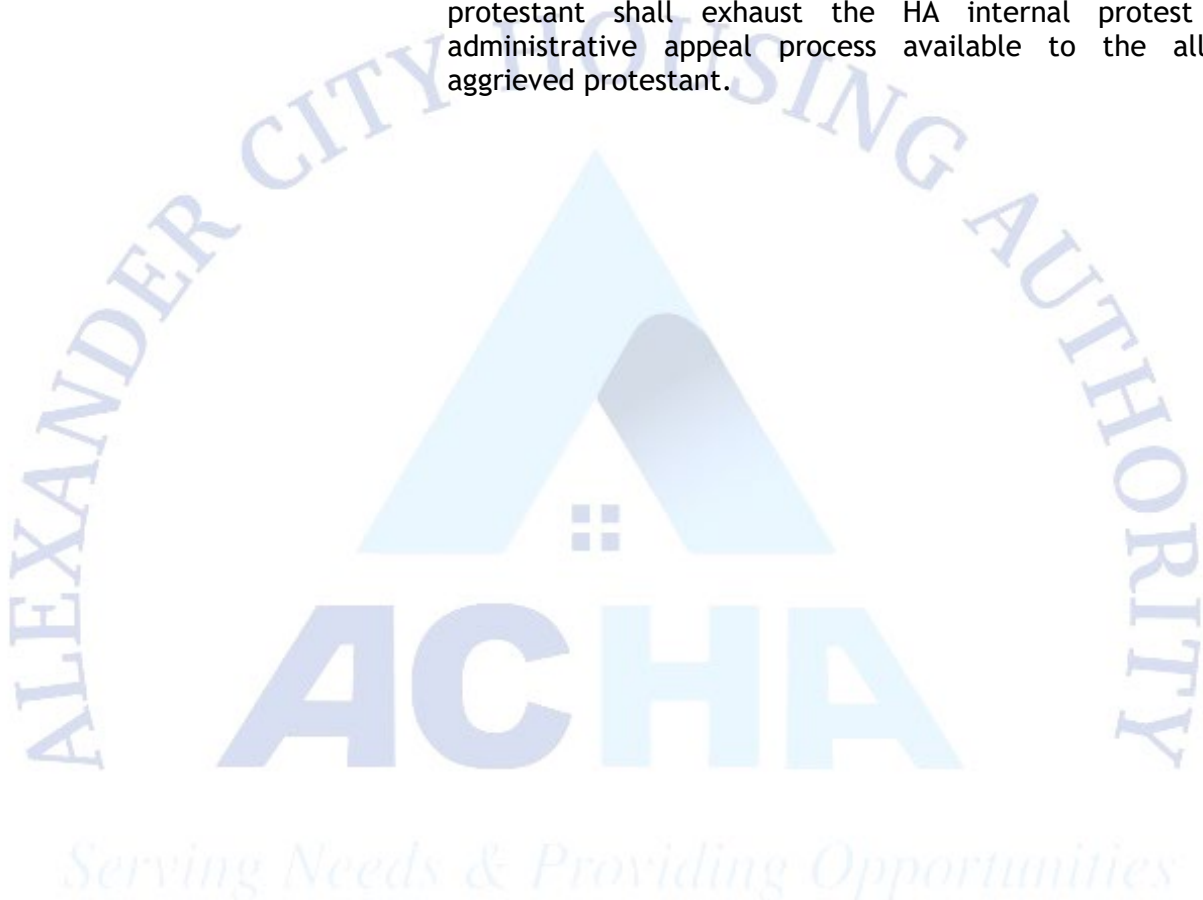
4.3.2.2 receipt of notification of the results of the evaluation or the award; or

4.3.2.3 the alleged aggrieved protestant knows or should have known the facts.

-
- 4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.
- 4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- 4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted (such request must be delivered in writing to the CO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relive the HA of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the HA from accepting or acting on that request for administrative hearing:
- 4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive the HA of any responsibility to consider such request.
- 4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- 4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant or deny any request for administrative appeal.
- 4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the HA Legal Counsel for consideration. The HA Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the HA internal protest and administrative appeal process available to the alleged aggrieved protestant.



5.0 Disputed Billings (Charges):

5.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

5.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama;

5.1.3.2 not pay the disputed charge and submit the matter to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama;

5.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama.

5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

5.1.4.1 clear the amount which is ordered from the HA account; or

5.1.4.2 repay to the HA the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder Pursuant to NRS 332.195:

6.1.1 Any political subdivision within the State of Alabama may be granted the privilege of joining the awarded contract, only at the option of the successful proposer. If the successful proposer so grants such a privilege, the terms and conditions of the RFQ documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.

6.1.2 The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful proposer allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

6.2 Non-Escalation: Unless otherwise specified within the RFQ documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

6.3 Funding Restrictions and Order Quantities: The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

6.3.1 funding is not available;

6.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

6.3.3 the HA's requirements in good faith change after award of the contract.

6.4 Required Permits: Unless otherwise stated in the RFQ documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFQ, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

6.5 Taxes: All persons doing business with the HA are hereby made aware that the HA is exempt from paying Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

6.6 Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Tallapoosa/Coosa County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs

incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.7 Freight on Bill and Delivery: All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFQ documents or within the contract.

6.7.1 The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

6.8 Communication: If during the period of the contract, it is necessary that the HA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.

6.9 Work on HA Property: If the successful proposer's work under the contract involves operations by the successful proposer on HA premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

6.10 Estimated Quantities: Unless otherwise stated within the RFQ documents, the quantities reflected within the RFQ documents, to the best of the HA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the HA under the finalized contract; but, pursuant to all RFQ documents, these quantities will be used as calculation figures to determine the successful proposer.

6.11 Warranty:

6.11.1 The services provided under the contract shall conform to all information contained within the RFQ documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

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- 6.11.1** The liability of the successful proposer to the HA (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.13 Subcontractors:** Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFQ documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 6.15 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor:** Unless otherwise stated within the RFQ documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall

be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.19 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.20 Limitation of Liability: In no event shall the HA be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

6.21 Indemnity:

6.21.1 The successful proposer shall protect, indemnify and hold the HA, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the HA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the HA, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.21.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.21.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.21.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

6.21.1.4 because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the HA for such purpose, may be retained by the HA for its protection; or in case no money is due, its surety may be held until all such

claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the HA provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the HA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the HA, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the HA shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful proposer by the HA, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFQ documents.

6.21.3 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 Lobbying Certification: By proposing to do business with the HA or by doing business with the HA, each proposer certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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- 6.22.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 6.22.3** The successful proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 6.22.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 6.23** **24 CFR 85.36(i), Procurement:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFQ will include the following clauses, whether actually inserted or by reference:
- 6.23.1 Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:
- 6.23.1.1** If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Attachment G-1, form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully

detail all pertinent issues pertaining to the cause of and justification for the termination.

- 6.23.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 6.23.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2** **Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.
- 6.23.3** **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 6.23.4** **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

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- 6.23.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 6.23.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 6.23.9 Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 6.23.9.1** Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 6.23.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first

produced in the performance of this contract to the extent provided below.

- 6.23.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 6.23.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 6.23.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 6.23.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 6.23.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 6.23.9.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such

computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.23.10 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

6.23.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6.24 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives that the HA has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFQ:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer

all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

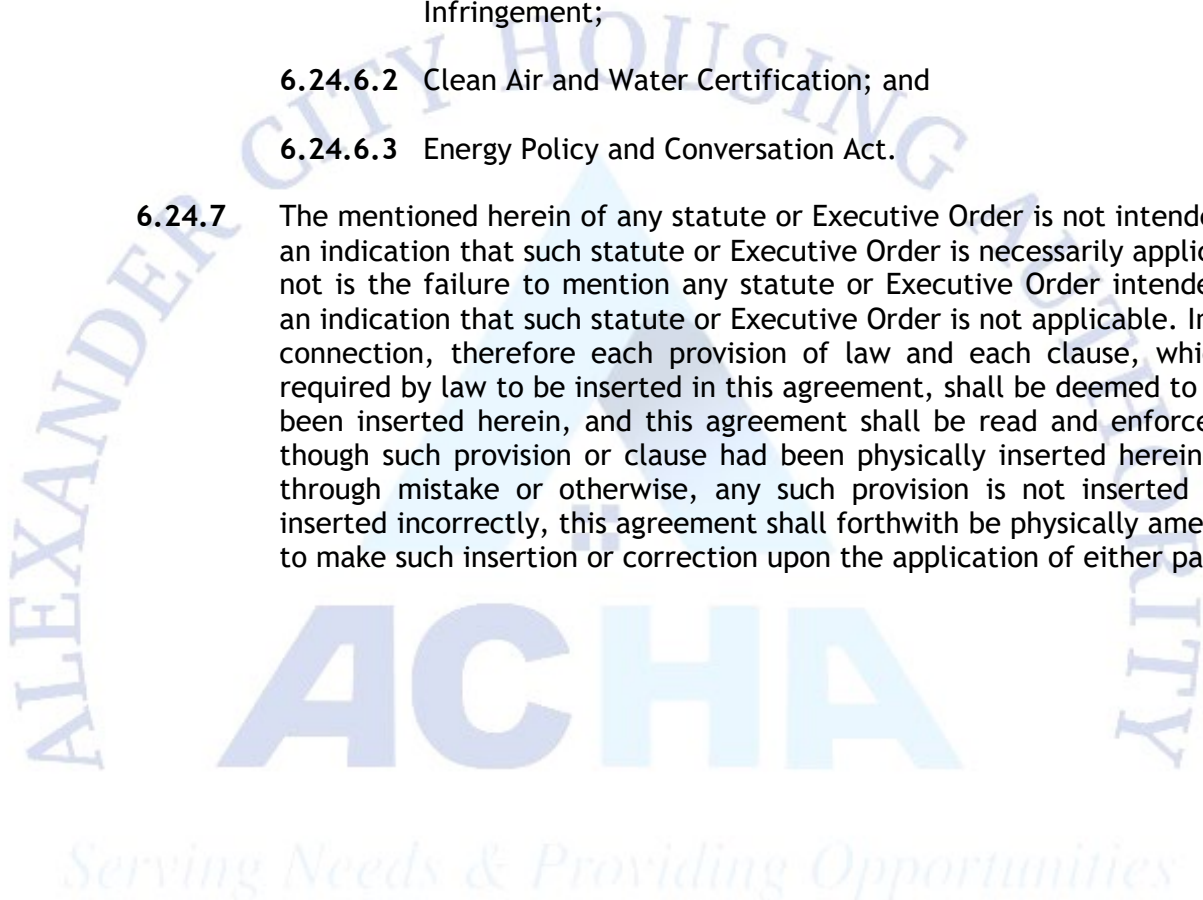
6.24.6 HUD Information Bulletin 909-23 which is the following:

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.



As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

- 1.0 24 CFR 85.36(i), Procurement:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:
- 1.1 Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:
- 1.1.1** If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 1.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 1.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), *Model Form of Agreement Between Owner and Design Professional*, and Additional Considerations

- 1.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 1.2 **Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.
- 1.3 **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 1.4 **Copeland “Anti-Kickback” Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 1.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 1.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 1.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 1.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 1.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 1.9.1 Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this

**As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915
(9/98), Model Form of Agreement Between Owner and Design Professional, and
Additional Considerations**

contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

- 1.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 1.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 1.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 1.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 1.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 1.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

1.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

1.10 Access to Records: Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1.11 Record Retention: Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.

1.12 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

1.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

2.0 Additional Considerations

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

2.1 Jurisdiction of Law: The laws of the State of Alabama shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Tallapoosa and / or Coosa County, Alabama is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

2.2 Disputed Billings (Charges):

2.2.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

2.2.1.1 The HA's representative shall, within 10 days after the Housing Authority's (HA) receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

2.2.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the HA Contracting Officer (CO) and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

2.2.1.3 If the HA CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

2.2.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate district court in the State of Alabama;

2.2.1.3.2 not pay the disputed charge and submit the matter to the Alabama Court Annexed Arbitration

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

program if the disputed amount does not exceed \$40,000.00 or to the appropriate district court in the State of Alabama;

2.2.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the Alabama Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate district court in the State of Alabama.

2.2.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

2.2.1.5 clear the amount which is ordered from the HA account; or

2.2.1.6 repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

2.3 Government Standards: It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and local Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

2.3 Work on HA Property: If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

2.4 Official, Agent and Employees of the HA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

- 2.5 Subcontractors:** Unless otherwise stated within the RFQ documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the HA CO.
- 2.6 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFQ documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 2.7 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 2.8 Independent Contractor:** Unless otherwise stated within the RFQ documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 2.9 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 2.10 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 2.11 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 2.12 Limitation of Liability:** In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 2.13 Indemnification:**

**As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915
(9/98), Model Form of Agreement Between Owner and Design Professional, and
Additional Considerations**

- 2.13.1 The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Nevada Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.
- 2.13.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 2.13.3 Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.
- 2.13.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.
- 2.14 **Lobbying Certification:** By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

**As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915
(9/98), Model Form of Agreement Between Owner and Design Professional, and
Additional Considerations**

- 2.14.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2.14.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 2.14.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 2.15 **Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 2.15.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 2.15.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 2.15.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 2.15.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 2.15.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 2.15.6 HUD Information Bulletin 909-23 which is the following:
 - 2.15.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 2.15.6.2 Clean Air and Water Certification; and,
 - 2.15.6.3 Energy Policy and Conversation Act.
- 2.15.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 2.15.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 2.15.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.
- 2.16 **Appendices:** The following noted documents are placed under each of the noted appendices and are a part of the contract form represented by form HUD 51915 (9/98), *Model Form of Agreement Between Owner and Design Professional* (meaning, each listed document is an appendix to the fully completed and executed 51915 contract form):
 - 2.16.1 **Appendix No. 1:** form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, aka Attachment G-1 of the RFQ document;

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

- 2.16.2** **Appendix No. 2:** As required by 24 CFR 85.36(i), this form: *Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations.*
- 2.16.3** **Appendix No. 3:** Specific documentation pertaining to Section 3 that pertains to this contract;
- 2.16.4** **Appendix No. 4:** Scope of Services, as agreed upon by negotiation between the HA and the contractor;
- 2.16.5** **Appendix No. 5:** The proposed fee(s) agreed upon between by negotiation between the HA and the Contractor.
- 2.16.6** Included by reference is any document or clause issued as a part of RFQ No. 2024-08 that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HA upon written request for such from the contractor.
- 2.16.7** Please note that, in the case of any discrepancy between the noted 51915 contract form and any of the above noted appendices, the requirement(s) listed within the body of the 51915 contract form shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item). requirement(s) within a higher listed item). The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

As required by 24 CFR 85.36(i), Supplemental Contract Conditions to form HUD-51915 (9/98), Model Form of Agreement Between Owner and Design Professional, and Additional Considerations

3.0 **CERTIFICATIONS:** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name]
[Title]

Housing Authority of the _____:

By: _____ Date: _____
[Name]
[Title]

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12) 27. ROLE IN THIS CONTRACT (From Section E, Block 13) 28. EXAMPLE PROJECTS LISTED IN SECTION F Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
- 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.
5. Ownership.
 - a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
 - b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.
9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.
12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	D01	Dams (<i>Concrete; Arch</i>)
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	D02	Dams (<i>Earth; Rock</i>); Dikes; Levees
A03	Agricultural Development; Grain Storage; Farm Mechanization	D03	Desalinization (<i>Process and Facilities</i>)
A04	Air Pollution Control	D04	Design-Build - Preparation of Requests for Proposals
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	D05	Digital Elevation and Terrain Model Develop- ment
A06	Airports; Terminals and Hangars; Freight Handling	D06	Digital Orthophotography
A07	Arctic Facilities	D07	Dining Halls; Clubs; Restaurants
A08	Animal Facilities	D08	Dredging Studies and Design
A09	Anti-Terrorism/Force Protection	E01	Ecological and Archeological Investigations
A10	Asbestos Abatement	E02	Educational Facilities; Classrooms
A11	Auditoriums and Theaters	E03	Electrical Studies and Design
A12	Automation; Controls; Instrumentation	E04	Electronics
B01	Barracks; Dormitories	E05	Elevators; Escalators; People-Movers
B02	Bridges	E06	Embassies and Chanceries
C01	Cartography	E07	Energy Conservation; New Energy Sources
C02	Cemeteries (<i>Planning and Relocation</i>)	E08	Engineering Economics
C03	Charting; Nautical and Aeronautical	E09	Environmental Impact Studies, Assessments or Statements
C04	Chemical Processing and Storage	E10	Environmental and natural Resource Mapping
C05	Child Care/Development Facilities	E11	Environmental Planning
C06	Churches; Chapels	E12	Environmental Remediation
C07	Coastal Engineering	E13	Environmental Testing and Analysis
C08	Codes; Standards; Ordinances	F01	Fallout Shelters; Blast-Resistant Design
C09	Cold Storage; Refrigeration and Fast Freeze	F02	Field Houses; Gyms; Stadiums
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	F03	Fire Protection
C11	Community Facilities	F04	Fisheries; Fish Ladders
C12	Communications Systems; TV; Microwave	F05	Forensic Engineering
C13	Computer Facilities; Computer Service	F06	Forestry and Forest Products
C14	Conservation and Resource Management	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C15	Construction Management	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C16	Construction Surveying	G03	Geodetic Surveying: Ground and Air- borne
C17	Corrosion Control; Cathodic Protection Electrolysis	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities		

Code	Description	Code	Description
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting	M08	Modular systems Design; Pre-Fabricated Structures or Components
G06	Graphic Design	N01	Naval Architecture; Off-Shore Platforms
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	N02	Navigation Structures; Locks
H02	Hazardous Materials Handling and Storage	N03	Nuclear Facilities; Nuclear Shielding
H03	Hazardous, Toxic, Radioactive Waste Remediation	O01	Office Buildings; Industrial Parks
H04	Heating; Ventilating; Air Conditioning	O02	Oceanographic Engineering
H05	Health Systems Planning	O03	Ordnance; Munitions; Special Weapons
H06	High-rise; Air-Rights-Type Buildings	P01	Petroleum Exploration; Refining
H07	Highways; Streets; Airfield Paving; Parking Lots	P02	Petroleum and Fuel (<i>Storage and Distribution</i>)
H08	Historical Preservation	P03	Photogrammetry
H09	Hospital and Medical Facilities	P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)
H10	Hotels; Motels	P05	Planning (<i>Community, Regional, Areawide and State</i>)
H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	P06	Planning (<i>Site, Installation and Project</i>)
H12	Hydraulics and Pneumatics	P07	Plumbing and Piping Design
H13	Hydrographic Surveying	P08	Prisons and Correctional Facilities
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio and Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems and Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)	R07	Remote Sensing
L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining and Mineralogy	S02	Security Systems; Intruder and Smoke Detection
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)	S03	Seismic Designs and Studies

Code	Description
S04	Sewage Collection, Treatment and Disposal
S05	Soils and Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling and Facilities
T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
T06	Tunnels and Subways
U01	Unexploded Ordnance Remediation
U02	Urban renewals; Community Development
U03	Utilities (<i>Gas and Steam</i>)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouse and Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*:
2. PUBLIC NOTICE DATE:
3. SOLICITATION OR PROJECT NUMBER:

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

-
- 9a. PRIME (CHECK HERE):
 - 9a. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9a. SUBCONTRACTOR (CHECK HERE):
 - 9a. FIRM NAME:
 - 9a. IF BRANCH OFFICE CHECK HERE:
 - 10a. ADDRESS
 - 11a. ROLE IN THIS CONTRACT
-
- 9b. PRIME (CHECK HERE):
 - 9b. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9b. SUBCONTRACTOR (CHECK HERE):
 - 9b. FIRM NAME:
 - 9b. IF BRANCH OFFICE CHECK HERE:
 - 10b. ADDRESS
 - 11b. ROLE IN THIS CONTRACT
-

- 9c. PRIME (CHECK HERE):
 - 9c. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9c. SUBCONTRACTOR (CHECK HERE):
 - 9c. FIRM NAME:
 - 9c. IF BRANCH OFFICE CHECK HERE:
 - 10c. ADDRESS
 - 11c. ROLE IN THIS CONTRACT
-

- 9d. PRIME (CHECK HERE):
 - 9d. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9d. SUBCONTRACTOR (CHECK HERE):
 - 9d. FIRM NAME:
 - 9d. IF BRANCH OFFICE CHECK HERE:
 - 10d. ADDRESS
 - 11d. ROLE IN THIS CONTRACT
-

- 9e. PRIME (CHECK HERE):
 - 9e. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9e. SUBCONTRACTOR (CHECK HERE):
 - 9e. FIRM NAME:
 - 9e. IF BRANCH OFFICE CHECK HERE:
 - 10e. ADDRESS
 - 11e. ROLE IN THIS CONTRACT
-

- 9f. PRIME (CHECK HERE):
 - 9f. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9f. SUBCONTRACTOR (CHECK HERE):
 - 9f. FIRM NAME:
 - 9f. IF BRANCH OFFICE CHECK HERE:
 - 10f. ADDRESS
 - 11f. ROLE IN THIS CONTRACT
-

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME:

13. ROLE IN THIS CONTRACT:

14a. YEARS EXPERIENCE - TOTAL:

14b. YEARS EXPERIENCE - WITH CURRENT FIRM:

15. FIRM NAME AND LOCATION *(City and State)*:

16. EDUCATION *(DEGREE AND SPECIALIZATION)*:

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*:

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

D. EXAMPLE PROJECT KEY NUMBER:

E. TITLE AND LOCATION *(City and State)*:

F. YEAR COMPLETED - PROFESSIONAL SERVICES:

G. YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

9. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

30. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

31. DATE SIGNED:

32. NAME AND TITLE OF SIGNER:

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER *(If any):*
- 2a. FIRM (OR BRANCH OFFICE) NAME:
- 2b. FIRM (OR BRANCH OFFICE) STREET:
- 2c. FIRM (OR BRANCH OFFICE) CITY:
- 2d. FIRM (OR BRANCH OFFICE) STATE:
- 2e. FIRM (OR BRANCH OFFICE) ZIP CODE:
3. YEAR ESTABLISHED:
4. DUNS NUMBER:
- 5a. OWNERSHIP - TYPE:
- 5b. OWNERSHIP - SMALL BUSINESS STATUS:
- 6a. POINT OF CONTACT NAME AND TITLE:
- 6b. POINT OF CONTACT TELEPHONE NUMBER:
- 6c. POINT OF CONTACT E-MAIL ADDRESS:
7. NAME OF FIRM *(If block 2a is a branch office):*

8a. FORMER FIRM NAME(S) <i>(If any)</i>	8b. YR. ESTABLISHED	8c. DUNS NUMBER

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

OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Model Form of Agreement Between
Owner and Design Professional**

Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

Table of Contents	Page
Introduction	3
Article A: Services	4
A. 1.0 Design Professional's Basic Services	4
A. 1.1 Areas of Professional's Basic Services	4
A. 1.2 Phases and Descriptions of Basic Services	4
A. 1.2.1 Schematic Design/Preliminary Study Phase	4
A. 1.2.2 Design Development Phase	4
A. 1.2.3 Bidding, Construction and Contract Document Phase	4
A. 1.2.4 Bidding and Award Phase	4
A. 1.2.5 Construction Phase	5
A. 1.2.6 Post Completion/Warranty Phase	5
A. 1.3 Time of Performance	5
A. 2.0 Design Professional's Additional Services	5
A. 2.1 Description of Additional Services	5
A. 2.2 Written Addendum or Contract Amendment	5
Article B: Compensation and Payment	6
B. 1.0 Basic Services	6
B. 1.1 Fixed Fee for Basic Services	6
B. 1.2 Payment Schedule	6
B. 2.0 Reimbursables	6
B. 2.1 Reimbursable Expenses	6
B. 2.1.1 Travel Costs	6
B. 2.1.2 Long-Distance Telephone Costs	6
B. 2.1.3 Delivery Costs	6
B. 2.1.4 Reproduction Costs	6
B. 2.1.5 Additional Reimbursables	6
B. 3.0 Additional Services	6
B. 3.1 Payment for Additional Services	6
B. 4.0 Invoicing and Payments	6
B. 4.1 Invoices	6
B. 4.2 Time of Payment	6
Article C: Responsibilities	6
C. 1.0 Design Professional's Responsibilities	6
C. 1.1 Basic Services	6
C. 1.2 Additional Services	6
C. 1.3 General Responsibilities	6
C. 1.4 Designing within Funding Limitations	7
C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations	7
C. 1.6 Seal	7
C. 1.7 Attendance at Conferences	7
C. 2.0 Owner's Responsibilities	7
C. 2.1 Information	7
C. 2.2 Notice of Defects	7
C. 2.3 Contract Officer	7

C. 2.4 Duties to Furnish	7
C. 2.4.1 Survey and Property Restrictions	7
C. 2.4.2 Existing Conditions	7
C. 2.4.3 Waivers	7
C. 2.4.4 Minimum Wage Rates	7
C. 2.4.5 Tests	7
C. 2.4.6 Contract Terms	7
Article D: Contract Administration	8
D. 1.0 Prohibition of Assignment	8
D. 1.1 Ownership of Documents	8
D. 1.2 Substitutions	8
D. 1.3 Suspension	8
D. 1.4 Subcontracts	8
D. 1.5 Disputes	8
D. 1.6 Terminations	8
D. 1.7 Insurance	8
D. 1.8 Retention of Rights	8
Article E: Additional Requirements	8
E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development	8
E. 1.1 Contract Adjustments	8
E. 1.2 Additional Services	9
E. 1.3 Restrictive Drawings and Specifications	9
E. 1.4 Design Certification	9
E. 1.5 Retention and Inspection of Records	9
E. 1.6 Copyrights and Rights in Data	9
E. 1.7 Conflicts of Interest	9
E. 1.8 Disputes	9
E. 1.9 Termination	9
E. 1.10 Interest of Members of Congress	9
E. 1.11 Limitation of Payments to Influence Certain Federal Transactions	10
E. 1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968	10
E. 1.13 Reserved	10
E. 1.14 Clean Air and Water (Applicable to Contracts in excess of \$100,000)	11
E. 1.15 Energy Efficiency	11
E. 1.16 Prevailing Wages	11
E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts	11
E. 1.18 Prohibition Against Liens	11
Article F: Other Requirements (If any)	11
Execution of Agreement	11
Addendum (If any)	1

Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, in a detailed manner, include all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquiries
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report weekly, semi monthly, monthly, or _____ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment B.

1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ _____ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

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

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

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

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

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)