

**ARCHITECTURAL, ENGINEERING
and CONSULTING SERVICES**

Request for Qualifications

for Multiple OHA Projects

RFQ # 09-09-2009

INCLUDES RFQ SUPPLIMENT

**Request for Proposals (RFP)
for multiple projects**

Date Issued: September 22, 2009 at 2:00 p.m.

Pre-Proposal Conference: September 29, 2009 at 10:00 A.M.
540 South 27th Street
Omaha, Nebraska 68105

Deadline Date: October 13, 2009 at 2:00 p.m.

Issued By: Omaha Housing Authority
540 South 27th Street
Omaha, Nebraska 68105

Proposals must be received at the Housing Authority of the City of Omaha, 540 South 27th Street, Omaha, NE 68105 no later than the time at Date referenced above. Proposals are to be marked: **RFQ# 09092009 A&E RFQ** - Attention: Murphy Knight, Contract Administrator. Fax proposals will NOT be accepted.

NO BID OFFER FOR THE REASONS CHECKED

_____ CANNOT COMPLY WITH THE SPECIFICATIONS.

_____ CANNOT MEET DELIVERY
REQUIREMENTS.

_____ UNABLE TO IDENTIFY THE ITEM(S).

_____ DO NOT REGULARLY MANUFACTURE
OR SELL THE TYPES OF ITEM(S)
INVOLVED.

_____ OTHER (SPECIFY)

WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR
FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.

NAME AND ADDRESS OF
FIRM:

SIGNATURE:

TYPE OR PRINT NAME AND TITLE OF
SIGNER:

(Fold and Mail to the Address Below)

FROM:

AFFIX
STAMP
HERE

TO: OMAHA HOUSING AUTHORITY
540 South 27th Street
OMAHA, NE 68105

Attn: Murphy Knight, Contract Administrator

SOLICITATION NO.: RFQ # 09092009

DATE DUE: October 13, 2009

TIME DUE 2:00 P.M.

A&E RFQ

RFQ Document

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INTRODUCTION

The Omaha Housing Authority (hereinafter, "OHA") is a public entity that was formed in 1935 to provide federally subsidized housing and housing assistance to low-income families, within the City of Omaha. The OHA is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the OHA's procurement policy.

Currently, the OHA and its Affiliate Housing in Omaha (HIO) owns and/or manages: (a) 2 family developments totaling 471 units; (b) 11 Towers, totaling 1406 units; (c) 834 detached and semi-detached homes throughout the City of Omaha; and (d) administers a total of 4228 Section 8 Housing Choice Vouchers. The OHA currently has the full-time equivalent of 200 employees.

In keeping with its mandate to provide efficient and effective services, the OHA is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the OHA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFQ INFORMATION AT A GLANCE

[Table No. 2]

OHA CONTACT PERSON	MURPHY KNIGHT, Telephone 402/444-6900 Ext. 224 FAX 402/444-4240
HOW TO OBTAIN THE RFQ DOCUMENTS	Available on Tuesday, September 22, 2009, 2:00 P.M. OMAHA HOUSING AUTHORITY 540 S 27 Street, OMAHA, NE 68105
HOW TO OBTAIN THE RFQ DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access www.OHAAuthority.org . 2. Click on the "Procurement" icon on the left side. 3. Follow the listed directions. Any problems in accessing the system, please call Murphy Knight at 402.444-6900 ext 224.
PRE PROPOSAL CONFERENCE	Tuesday, September 29, 2009, 10:00 A.M. OMAHA HOUSING AUTHORITY 540 S 27 Street, OMAHA, NE 68105
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL SUBMITTAL	As instructed within Section 3.0 of the RFQ document, submit 3 copies of your "hard copy" proposal to the OHA Contracts & Purchasing office.
PROPOSAL SUBMITTAL RETURN & DEADLINE	Wednesday, October 13, 2009, 2:00 P.M. Omaha Housing Authority 540 S 27 Street, Omaha, NE 68105 *(The "hard copy" proposal must be received in-hand and time-stamped by the OHA by no later than 2:00 p.m. on this date).
ANTICIPATED ACTION BY OHA BOARD OF COMMISSIONERS	Thursday, October 22, 2009 OMAHA HOUSING AUTHORITY 540 S 27 Street, Omaha, NE 68105

1.0 OHA'S RESERVATION OF RIGHTS:

- 1.1 The OHA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the OHA to be in its best interests.
- 1.2 The OHA reserves the right not to award a contract pursuant to this RFQ.
- 1.3 The OHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The OHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 The OHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the OHA Contracting Officer (CO).
- 1.6 The OHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The OHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The OHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.9 The OHA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the OHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the OHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The OHA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed professional services:

2.1 General Specifications: The OHA intends to form a pool of firms that the OHA may contract with, as detailed within the following section 2.4, to provide architectural design services (A/E) for various projects the OHA may develop. Services will include, but are not limited to typical A/E services pertaining to:

2.1.1 Site planning;

2.1.1 Structural, mechanical, electrical and civil engineering;

2.1.2 Landscaping;

2.1.3 Cost estimating; and

2.1.4 Construction contract administration.

2.2 Phases of the A/E Services Shall Consist of:

2.2.1 Schematic Design/Preliminary Study Phase;

2.2.2 Design Development Phase;

2.2.3 Bidding, Construction and Contract Document Phase;

2.2.4 Bidding and Award Phase;

2.2.5 Construction Phase; and

2.2.6 Post Completion/Warranty Phase.

2.3 Design Product: The design product shall meet all Federal and State requirements as well as all City of Omaha Building Code requirements and shall conform with all applicable local codes, ordinances, regulations and standards, including HUD's Section 504 program; UFAS, ADA and ANSI requirements. The design shall also include coordination for the abatement of asbestos-containing building materials as well as demolition of existing structures.

2.4 Method of Award (Task Order): The OHA will retain the right to contract with any of the responsive and responsible proposers as a result of this RFP, which shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the OHA may draw from):

2.4.1 As detailed within the following Section 3.2 (most specifically, Section 3.2.7.9), each proposer will be ranked as a result of the evaluation detailed within the following Section 4.0 herein.

2.4.2 When the OHA has need of A/E design work, the OHA staff assigned will contact the 1st-ranked proposer to ascertain as to whether or not that contractor is available to do the work within the reasonable time-frame the OHA has established for that work; if the firm is available within the OHA's requirements, the OHA shall then, in conformance with all HUD requirements, attempt to negotiate a reasonable cost with the available firm. If such negotiation cannot be successfully concluded within 5 business days, the OHA shall retain the right to suspend negotiations with that firm and proceed to the 2nd-ranked firm. PLEASE NOTE: Once the OHA has ended negotiations with the 1st-ranked firm, the OHA SHALL NOT again enter into negotiations with that firm pertaining to that task order (however, this shall not cause that firm to lose its place as the 1st-ranked firm for any following task orders).

2.4.3 If, as detailed within the preceding Section 2.4.2, the 1st-ranked proposer is not available or the OHA is not able to successfully reach a negotiated cost with the 1st-ranked proposer, the OHA will proceed to the next-ranked contractor and repeat the same negotiation process. This process may be repeated by the OHA with ensuing ranked firms until the OHA has successfully negotiated a reasonable cost. The OHA will use the form attached as Attachment H to record this information.

2.5 Current Contractor: The OHA does not have a current contractor for these services.

3.0 PROPOSAL FORMAT:

3.1 Tabbed Proposal Submittal: The OHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the OHA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the OHA can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted following. 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. None of the proposed services may conflict with any requirement the OHA has published herein or has issued by addendum.

[Table No. 3]

RFQ Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFQ document. This 1-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 (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> : This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

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3.1.3	3	Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. 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: As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 3.1, Evaluation Factor No. 2, herein, evidence of the proposers CAPABILITY to provide professional services in a timely manner.
3.1.4.2		As detailed within Section 3.1, Evaluation Factor No. 3, herein, evidence of the proposers PAST PERFORMANCE in terms of cost control, quality of work, and compliance with performance schedules.
3.1.4.3		As detailed within Section 3.1, Evaluation Factor No. 4, The proposers' DEMONSTRATED KNOWLEDGE of local building codes and State and Federal building alterations requirements.
3.1.4.4		Profile of Firm Form/Standard Form 330 (6/2004): This Form is attached hereto as Attachment H to this RFQ document. This Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4.5		Evidence that the proposer is licensed in the state and locality that the proposer is located; and, if appropriate, evidence of the proposers' required reciprocal agreement.
3.1.4.6		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.7		The proposed quality control program;
3.1.4.8		An explanation and copies of forms that will be used and reports that will be submitted a the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.9		A complete description of the products and services the firms provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer 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 (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including the Public Housing Authorities or other government agencies, 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;
3.1.6.4		A brief description and scope of the service(s) and the dates the

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		services were provided;
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): 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 proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the OHA in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any 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 OHA 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 then return the proposal submittal to its original condition.

3.2 Fees: No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process. The OHA will, as detailed within Sections 4.0 and 5.0 herein, negotiate such fees with the top-rated proposer. Further, as may be detailed herein, the OHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ, but will reserve the right to award work on a task order, as-needed.

3.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount: As may be further detailed herein, most specifically within Section 2.4, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the OHA to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000.

3.2.1.1 Exceptions Pertaining to the GCMA:

3.2.1.1.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the OHA to be available for work during the contract period or if the OHA is not able to, a total of 3 times, reach a reasonable negotiated cost (as detailed within Section 2.4 herein).

3.2.1.1.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.2.1.1.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the OHA has not made a task order award to any contractor(s) in the pool that would ensure that award(s) to the contractor reaches the \$1,000 GCMA, the OHA shall retain the right to suspend the process detailed within Section 2.4 herein and complete an award directly to any such contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.4 is again in affect).

3.3 Qualifications Submission: All qualifications must be submitted and time-stamped received in the OHA Contract & Purchasing Office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

OMAHA HOUSING AUTHORITY
Attention: **MURPHY KNIGHT**
Contract Administrator
540 S 27 ST
Omaha, NE 68105

The package exterior must clearly denote the above noted RFQ number and must have the proposer's name and return address. Qualifications submitted after the published deadline will not be accepted.

3.3.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the OHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the OHA decides that any

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such entry has not changed the intent of the proposal that the OHA intended to receive, the OHA may accept the proposal and the proposal shall be considered by the OHA as if those additional marks, notations or requirements were not entered on such. By accessing the documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the OHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

3.3.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the OHA, including the RFQ document, the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the OHA requirements contained within the documents may cause that proposer to not be considered for award.

3.4 Proposer's Responsibilities--Contact With the OHA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the designated CO only. Proposers must not make inquiry or communicate with any other oha staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the OHA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.4.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFQ are made—between the OHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.5 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFQ with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference.

Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFQ documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the OHA will conduct an overview of the RFQ documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFQ documents, attendees should bring a copy of the RFQ documents to this conference; however, the OHA **will not** distribute at this conference any copies of the RFQ documents.

3.5.1 General Directions to the Pre-proposal Conference:

[Table No. 4]

RFQ Section	Attachment Description
3.5.1.1	Take U.S. 80 East or West as appropriate to take 480 North to the Leavenworth Street exit;
3.5.1.2	East (right turn) one block to 27 th street;
3.5.1.3	North (left turn) on 27 th Street one and a half blocks;
3.5.1.5	Enter the parking lot on the left side of 27 th just past Jackson Tower; park in any open spot and enter the building through the double glass doors; ask the receptionist for the pre-proposal conference.

3.6 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 5]

RFQ Section	Attachment	Attachment Description
3.6.1		Form of Proposal
3.6.2		Section 3 Forms, including explanation
3.6.3		Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.6.4		Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.6.5		Form HUD-5370-C (10/2006), General Conditions for Non-Construction Contract Section-(With or without Maintenance Work)
3.6.6		Profile of Firm Form
3.6.7		HA Sample Contract Form: form HUD-51915 (9/98), <i>Model Form of Agreement Between Owner and Design Professional</i>
3.6.7.1		Supplemental Conditions to form HUD-51915, as required by 24 CFR 85.36(i)
3.6.8		Standard Form 330 (6/2004), <i>Architect-Engineer Qualifications</i>

4.0 PROPOSAL EVALUATION:

- 4.1 Evaluation Factors:** The following factors will be utilized by the evaluation committee appointed by the OHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal as detailed within Section 3.1 herein:

[Table No. 6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Subjective (Technical)	Evidence of the proposers ABILITY TO PERFORM THE WORK as indicated by profiles of the principals' and staffs' professional and technical competence/experience, and their facilities.
2	20 points	Subjective (Technical)	Evidence of the proposers CAPABILITY to provide professional services in a timely manner.
3	20 points	Subjective (Technical)	Evidence of the proposers PAST PERFORMANCE in terms of cost control, quality of work, and compliance with performance schedules.
4	30 points	Subjective (Technical)	The proposer's DEMONSTRATED KNOWLEDGE of local building codes and State and Federal building alterations requirements.
5	10 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

- 4.1.2 Preference Evaluation Factor:** The following factors will be utilized by the staff member assigned by the OHA to evaluate each proposal submittal received:

[Table No. 6a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
6		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 15 points awarded).
6a	15 points		Priority I: As detailed on page 5 of Attachment D.
6b	12 points		Priority II: As detailed on page 5 of Attachment D.
6c	9 points		Priority III: As detailed on page 5 of Attachment D.
6d	6 points		Priority IV: As detailed on page 5 of Attachment D.
6e	3 points		Priority V/VI: As detailed on page 5 of Attachment D.
	15 points		Maximum Preference (Additional) Points
	115 points		Total Possible Points

4.2 Evaluation Method:

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet:** An evaluation packet will be prepared for each evaluator, including the following documents:
 - 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Form for each proposer;
 - 4.2.2.4** Recap of each proposer's responsiveness;
 - 4.2.2.5** Copy of all pertinent RFQ documents.
- 4.2.3 Evaluation Committee:** The OHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.4 of this document, the designated CO is the only person at the OHA that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The CO will evaluate and award points objectively pertaining to Evaluation Factor No. 6. The appointed evaluation committee, independent of the CO or any other person at the OHA, shall evaluate the responsive proposals submitted and award points subjectively pertaining to Evaluation Factors No.'s 1-5. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 Potential "Best and Finals" Negotiations:** The OHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the OHA in a timely manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

- 4.2.6 Determination of Top-ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the CO to determine the final rankings, which shall eventually be forwarded by the CO to the ED for approval.
- 4.2.6.1 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2.6.2 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).
- 4.2.7 Contract Price Negotiations:** The OHA anticipates that it will conduct such negotiations in the following manner:
- 4.2.7.1** The OHA anticipates that it will first negotiate with the first top-rated proposer. If the OHA and such proposer have not, within 5 business days, arrived at a mutually agreed upon price for the work, the OHA reserves the right to terminate, in writing, negotiations with that proposer and begin negotiations with the next rated proposer. Subsequently, if the OHA and such proposer have not, within 5 business days, arrived at a mutually agreed upon price for the work, the OHA reserves the right to terminate, in writing, negotiations with that proposer and begin negotiations with the next rated proposer. This process may be repeated until the OHA is able to arrive at a mutual agreed upon price with a proposer. In any case, the OHA may NOT as a part of this RFQ (or, in the case of an Indefinite Quantities Contract, as a part of that specific task order) re-enter negotiations with a proposer that the OHA has terminated negotiations with as detailed within this Section 4.2.7.1.
- 4.2.8 Award Recommendation:** It is anticipated that the final rankings will be forwarded to the OHA Board of Commissioners (BOC) at a regularly scheduled board meeting for Board Action. The BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the OHA's option, be conducted prior to or after the BOC approval.
- 4.2.9 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.9.1** Which proposer received the award;
- 4.2.9.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

- 4.2.9.3 The cost agreed upon with the top-rated or successful proposer;
- 4.2.9.4 Each proposer's right to a debriefing and to protest.
- 4.2.10 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the OHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the OHA evaluation committee.

5.0 CONTRACT AWARD:

- 5.1 **Contract Award Procedure:** If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:
 - 5.1.1 It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO. The CO will formulate and forward to the ED for approval a written award recommendation. The ED will review the recommendation and, if in agreement, take the award recommendation to the BOC at a scheduled board meeting for approval (typically for contracts with a total value greater than \$20,000). If so, the BOC will then make its determination of whether or not to follow the committee's recommendation. At some point (in a timely manner) after award all proposers will, as detailed within Section 4.2.9 herein, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to or after the BOC approval.
- 5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the OHA pursuant to this RFQ:
 - 5.2.1 **Contract Form:** The OHA will not execute a contract on the successful proposer's form--contracts will only be executed on the OHA form (please see Sample Contract, Attachments G, G-1 and G-2), and by submitting a proposal the successful proposer agrees to do so (please note that the OHA reserves the right to amend this sample contract form as the OHA deems necessary). However, the OHA will, during the RFQ competitive solicitation process, prior to the submittal deadline, consider any contract clauses that the proposer wishes to include therein, but the failure of the OHA to include such clauses does not give the successful proposer the right to refuse to execute the OHA's contract form. It is the responsibility of each prospective proposer to notify the OHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The OHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the OHA's response

(decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the OHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

5.2.2 **Assignment of Personnel:** The OHA shall retain the right to demand and receive a change in personnel assigned to the work if the OHA believes that such change is in the best interest of the OHA and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the OHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.3 **Contract Period:** The OHA anticipates that it will initially award a contract for the period of 1 year with the option, at the OHA's discretion, of 2 additional one-year option periods, for a maximum total of 3 years.

5.4 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 An original certificate evidencing the proposer's current industrial (workers compensation) insurance carrier and coverage amount;

5.4.2 An original certificate evidencing General Liability coverage, naming the OHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Omaha Housing Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

5.4.3 An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;

5.4.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

OMAHA HOUSING AUTHORITY (OHA)

- 5.4.5 If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Omaha, Douglas County or the State of Nebraska;
- 5.4.6 If applicable, a copy of the proposer's license issued by the State of Nebraska licensing authority allowing the proposer to provide the services detailed herein.
- 5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- 5.5 **Contract Service Standards:** It is the responsibility of the successful proposer to ensure that all work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, regulations and laws.

Index of Tables

[Table No. 7]

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FORM OF PROPOSAL (Attachment D)

(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 SF 330, 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, and by entering and submitting the costs where provided within the nahro.economicengine.com eProcurement System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted eProcurement System, including executing the sample contract form(s) provided. Pursuant to all RFP 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 within the nahro.economicengine.com eProcurement System pertaining to this RFP.

Signature _____

Date _____

Printed Name _____

Company _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

Disputes

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

Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

3. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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 [JURISDICTION]; (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 ☐ Public-Held ☐ Government ☐ Non-Profit
 American (Male) Corporation Agency 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) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ 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 _____, or any local government agency within or without the State of _____? 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

ARCHITECT-ENGINEER QUALIFICATIONS

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.

Exhibit H

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.

Exhibit H

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).

Exhibit H

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

Exhibit H

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		

Exhibit H

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

Exhibit H

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 |
-

Exhibit H

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

9. EMPLOYEES BY DISCIPLINE

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10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown above)

11c. Total Work:

12b. DATE SIGNED:

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

OMB Approval No. 2577-0157 (exp.12/31/2011)

**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. 3/31/2010)

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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 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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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, include in a detailed, manner 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 inquires
- 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 required 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 telephone 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 Profes-

sional 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. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American 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.

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 or when the project is located on an Indian Reservation.

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 "as 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 required 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 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) 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 24 CFR 85.36(c)(3)(i) 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 968.235), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), 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 24 CFR 85.36. 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 (24 CFR 85.36(b)) 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 (24 CFR 85.36(i)(1)), 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 (24 CFR 85.36(i)(2)), 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 \$100,000). Because of 24 CFR 85.36(i)(12) 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 \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) 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 section 905.115(b) 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, handicap, 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.

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)

Request for Proposals (RFP)
for the Design and Construction Management of
Fire Sprinklers and Life Safety Improvements
at
Five (5) OHA Towers
and
Other Project Proposals

PART I - REQUEST FOR PROPOSALS

A. PURPOSE OF THIS REQUEST

The OHA has multiple and varied projects anticipated within the next year. These projects involve the OHA Capital, Development and Construction Departments. The OHA will identify specific need, and then will negotiate with the most qualified firm to agree on a scope of work for each project. The offeror will then prepare a firm fixed price bid for the agreed scope of work.

B. SCOPE OF WORK

The OHA has outlined several anticipated projects within this RFP. No proposal will be considered prior to evaluation and ranking of the RFQ #09132009 dated 9/22/2009

C. TIME SCHEDULE

Proposals will remain sealed and will not be reviewed until after all RFQ's for qualified applicants are evaluated and ranked based on the scale within RFQ solicitation.

The projected contract terms will vary by project and will be contingent upon Board approval. The OHA's needs are outlined in the following Request for Proposals ("RFP").

Selected Firms shall be available for a period of up to 24-months under this procurement effort.

Each contract awarded under this solicitation will allow progress payments from OHA for work in progress and OHA accepted completed work in place. Each contract will include a schedule of hourly rates for the time spent by the firm and its subcontractors (if applicable) doing field surveys, inspections and attending meetings with OHA staff for project planning and implementation and a maximum amount that OHA will pay for such services. The contracts will be inclusive of the compensation to be paid to the firms that are retained.

PART II - INSTRUCTIONS TO PROPOSERS

PROPOSAL DUE DATE

Submittals must be received by 2:00 P.M. on OCTOBER 13, 2009 for all requested services. Responding Firms must provide an **original and three (3) copies of the Firm's submissions along with the complete RFQ package. One original set is to be signed in blue ink.** This RFP submission must be presented in a separate sealed package clearly marked: **RFQ 09092009 Supplement - Project Cost Proposals – DO NOT OPEN**

The above stated deadline is firm as to the date and time. OHA will not consider any submission received after the corresponding deadline. Responding Firms should take this into account and make early submission of the materials to avoid any risk of loss of eligibility brought about by unanticipated delays or other delivery related problems.

Murphy Knight
Omaha Housing Authority
540 South 27th Street
Omaha, Nebraska 68105-0521

Upon receipt of the submittal, OHA will stamp it to evidence (timely or late) receipt, and upon written request, provide the respondent with an acknowledgment of receipt. Faxed submissions will not be accepted. OHA reserves the sole right to reject any and all submittals if they are not responsive to its needs for any reason.

SELECTION PROCESS

A selection panel, comprised of the OHA Planning, Purchasing and Construction Department personnel, will review the RFQ submittals received. This panel and the OHA Board of Commissioners shall be the sole judge as to evaluation and ranking of submittals received. Based on the evaluation and selection criteria, OHA shall evaluate all submittals and interview only the most qualified responding Firms necessary to make contract awards sufficient to complete the required work.

Negotiations will begin with the highest ranked respondents to discuss technical, organizational and cost issues and if in the best interest of OHA, will be asked to provide presentations and or additional interviews. At the conclusion of these negotiations, OHA will establish a deadline for final and best offers from the respondents. If the negotiations are not being satisfactorily reached with the highest-ranking respondents, OHA will begin negotiations with the next highest-ranking respondents. If negotiations cannot be satisfactorily completed, OHA reserves the right to reject all submittals and re-issue the RFQ. OHA reserves the right to waive technicalities and to accept or reject any or all qualifications.

RFQ 09092009 Supplement - Project Cost Proposals

Company Name: _____

COST PROPOSAL PROJECT #1:

ARCHITECTURAL / ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES FOR INSTALLATION OF FIRE AND LIFE SAFETY UPGRADES AT FIVE (5) OHA TOWERS

The selected contractor(s) will provide Architectural / Engineering (A/E) and Construction Management Services to assist in project development, planning and oversee all stages of implementing fire sprinklers and life safety improvements at five OHA towers known as Pine, Benson, Park North, Park South and Jackson. A/E and Construction Management Services will make recommendations for any required modifications in scope of work, prepare contract change orders, verify periodical requests for partial payment, and represent the OHA in all aspects of completing the modernization improvements through project closeout. Recovery Grant Fund availability will dictate the timetable for the construction portion of is project.

Responsibilities will include:

- Assemble bid packages with all requirements and distribute
- Provide required services throughout the bid process
- Receive written bids, provide analysis and recommend selection of bids
- Prepare proposed contract with successful bidder as approved by OHA Board
- Provide assurance that all Contractors and Subcontractors can provide the required Performance and Payment Bonds and Certificates of Insurance
- Coordinate Renovation and Construction schedules with management and staff.
- Provide Contract Administration for the Renovation and Construction Contract
- Inspect work in progress, approve and relay pay requests to the Owner
- Assure Labor Standards compliance
- Assemble as built drawings, warranties, O&M manuals for delivery to Owner

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #2:

ARCHITECTURAL / ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES FOR NEIGHBORHOOD REVITALIZATION & MASTER PLANNING

The selected contractor(s) will provide Architectural / Engineering (A/E) and Construction Management Services to assist in project development, neighborhood revitalization and master planning and oversee all stages of implementing the project development(s).

List of potential projects:

- Pleasantview Replacement Master Planning
- Tower Reconfiguration
- North 16th Street Revitalization
- Other projects as they are identified

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

(Includes reimbursable Costs)

Signature _____ Title _____ Date _____

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #3:

PHYSICAL NEEDS ASSESSMENTS / LIFE CYCLE COST ANALYSIS / VIABILITY REVIEW / 5-YEAR ACTION PLAN / HUD CONVERSION ANALYSIS

As required by the American Recovery and Reinvestment Act (ARRA) The selected contractor will complete a Property Needs Assessment (PNA) for each OHA property. A full written assessment for each property and a summary report for each portfolio will be required. These assessments will prioritize capital needs for each property and portfolio based on a five and 30-year cycle.

The PNA must provide a basis for budgeting for physical needs of all of Omaha Housing Authority's housing stock and administrative buildings, which will allow Omaha Housing Authority to maintain a high level of confidence in both the type of work necessary and the cost involved in providing for the capital needs of its properties. The Property Assessment Plan will be created in an interactive database format.

The contractor will gather the following information on each project:

1. Property Characteristics – An inventory of all building systems to quantify each system component as a count, an area, a length and/or a height as appropriate
2. Age – Identification of the year each system component was installed
3. Current Condition – An assessment of the current condition of each system component and determination of the level of repair necessary to restore system components to optimal condition

Cost Estimate – Utilizing RS Means or other reliable costs data source and enter all information into a database system to develop a comprehensive facility information system that can be utilized to accurately forecast system upgrades and plan capital - improvements.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

(Includes reimbursable Costs)

Signature _____

Title _____

Date _____

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #4

EVALUATION OF ALL UFAS, SECTION 504 PROPERTY FOR CERTIFICATION OF COMPLIANCE, CONVERSION ANALYSIS, CONSTRUCTION BID DOCUMENTS AND CONSTRUCTION MANAGEMENT RELATED TO CONVERSIONS

The OHA must provide certification of UFAS section 504 compliance of at least five percent of the Omaha Housing Authority's housing stock and all administrative buildings and common areas. All areas or units that are discovered to be out of compliance, must be corrected.

Consultant to review all OHA Policies and Procedures and assist with the development of transitional plans. Also, survey all public and designated residential facilities for compliance with UFAS Section 504. Develop plans and specifications for bidding the required modification.

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

(Includes reimbursable Costs)

Signature _____ Title _____ Date _____

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #5:

LEAD BASED PAINT (LBP) RISK ASSESSMENTS & TESTING

Lead Based Paint Management; to use & update the OHA LBP database, Prepare Construction Bid Documents and oversee Interim Management of LBP issues

The selected contractor will complete a review of all existing OHA LBP test records; develop a plan and cost proposal for organizing the records into a usable database using Microsoft Access or other approved software and to complete a LBP risk assessment of all OHA property consistent with HUD, State and Local requirements.

Contractor will provide all certifications, licenses and pollution liability insurance required by HUD and the OHA necessary to complete lead-based paint testing and risk assessments and any required testing for asbestos containing material (ACM) of the existing public housing properties and the proposed renovation projects. Contractor will make recommendations and prepare cost estimates for the abatement of LBP and ACM and may be called upon to prepare project scope of work, specifications and bid documents necessary to carryout cost reasonable abatement projects for existing public housing units.

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #6:

Environmental Testing and Abatement Management

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions Hourly Rate

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #7:

HOUSING AUTHORITY-WIDE PHASE I ENVIRONMENTAL REVIEWS

The contractor will provide assistance in developing replacement housing units through the completion of form HUD-4128 (phase I) environmental reviews and soil testing necessary in determining feasibility of site development.

Contractor will provide all certifications, licenses and pollution liability insurance required by HUD and the OHA necessary to complete risk assessments as required in 24 CFR Part 58 of the existing public housing properties and the proposed acquisitions and or renovation projects.

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

<u>Positions</u>	<u>Hourly Rate</u>
Surveyor	\$ _____
Technician	\$ _____
Clerical	\$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name:

COST PROPOSAL PROJECT #8:

Surveying Services to include Meets and Bounds of assorted properties

The Professional will provide surveys and ALTA surveys on an IDIQ basis for all OHA properties and or proposed acquisitions.

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

<u>Positions</u>	<u>Hourly Rate</u>
Surveyor	\$_____
Technician	\$_____
Clerical	\$_____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name:

COST PROPOSAL PROJECT #9:

Appraisal Services of OHA properties to be vacated and dispositioned or acquired

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions	Hourly Rate
Appraiser	\$ _____
Clerical	\$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name:

COST PROPOSAL PROJECT #10:

Title Services

The undersigned Offeror agrees, if this Proposal is accepted, to enter into an agreement with Owner to perform the Work described in the RFQ Documents for the Proposed Price and within the Time of Completion indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

<u>Positions</u>	<u>Hourly Rate</u>
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Consultant	\$ _____
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Clerical	\$ _____
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*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date

Project Cost Proposals (cont.)

Company Name: _____

COST PROPOSAL PROJECT #11 - 19:

HOUSING AUTHORITY-Various Projects

Architectural and Engineering (A/E) Services to provide Construction Contract Administrative Services:

1. Assemble bid packages with all requirements and distribute
2. Provide required services throughout the bid process
3. Receive written bids, provide analysis and recommend selection of bids
4. Prepare proposed contract with successful bidder as approved by OHA Board
5. Provide assurance that all Contractors and Subcontractors are not debarred or suspended and can provide the required Performance and Payment Bonds and Certificates of Insurance
6. Coordinate Renovation and Construction schedules with management and staff.
7. Provide Contract Administration for the Renovation and Construction Contract
8. Coordinate relocation activities to assure minimal interruption of services and workflow.
9. Assure all building systems, computer networks and phone systems are fully functional at time of relocation.
10. Inspect work in progress, approve and relay pay requests to the Owner
11. Assure Labor Standards compliance
12. Assemble as built drawings, warranties, O&M manuals for delivery to Owner.

PROJECT #11 ARCHITECTURAL / ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES FOR MODERNIZATION OF PUBLIC HOUSING AS REQUIRED

The selected contractor(s) will provide Architectural / Engineering (A/E) and Construction Management Services to assist in project development, planning and oversee all stages of implementing the modernization improvements at all OHA public housing developments to include but, not limited to; Inspections, prioritization of needs, site selection, site preparation, development of work plans, specifications, bidding, and contract management of all construction work. A/E and Construction Management Services will make recommendations for any required modifications in scope of work, prepare contract change orders, verify periodical requests for partial payment, and represent the OHA in all aspects of completing the modernization improvements and new construction of the replacement housing units through project closeout.

PROJECT #12 HOUSING AUTHORITY-WIDE SITE IMPROVEMENTS

OHA Locations identified for repair and replacement of drives, sidewalks, curbing, stoops, rails, stairs, patios, site drainage and erosion control, landscape improvements in the Physical Needs Assessment. This project will also address curb appeal and security through design.

This work will include site lighting where appropriate for Tower and Family Development locations, dumpster locations and screening, repair, replacement or removal of recreational features and improvements to site accessibility as required under the ADA and UFAS Section 504.

Indefinite quantity alternates will be established in the contract for sidewalk, drive, stoop, patio and stair replacements to address demand needs as they arise throughout the Project in the Scattered Site Developments.

PROJECT #13 HOUSING AUTHORITY-WIDE EXTERIOR WATERPROOFING IMPROVEMENTS

A&E will provide for design and construction management of contracts to waterproof, seal and caulk all OHA Tower and Non-Dwelling Facilities.

PROJECT #14 HOUSING AUTHORITY-WIDE ROOFING IMPROVEMENTS

A&E will provide for design and construction management of contracts to repair / replace commercial roofing and flashings on Tower and Non-Dwelling Facilities identified in the Physical Needs Assessment.

PROJECT #15 HOUSING AUTHORITY-WIDE VACANCY REDUCTION, INTERIOR IMPROVEMENTS FOR FAMILY AND SCATTERED SITE PROPERTIES

This project will provide funds to make units ready for occupancy under an indefinite quantity construction management contract.

PROJECT #16 SEPERATION OF UTILITIES AT JACKSON TOWER AND CENTRAL OFFICE

A&E will provide for design and construction management of contracts to separate gas, water, sewer and electric services current combined at this location

PROJECT #17 LEAD-BASED PAINT ABATEMENT & INTERIOR RENOVATIONS

This project will provide funding for LBP Abatement at OHA properties

PROJECT #18, 19 & 20 SECURITY, FIRE & LIFE SAFETY IMPROVEMENTS

Project #18 will provide for sealed bid contracts to repair, replace & upgrade existing Proximity Card / Security Systems. This work will also provide for installation of PBX Intercom Systems in all Tower locations (similar to the Evans Tower System) and Accessible Devices (Door Operators) to Primary Tower Entrances.

Project #19 will provide for design, construction bid documents and construction management for the installation of emergency generators as required at OHA or HIO Tower locations.

In submitting this Proposal, Offeror represents that:

- Offeror is qualified to perform the work.
- Offeror has carefully examined the RFQ Documents consisting of the Proposal Requirements, the Conditions of the Contract, and the Statements of Work.
- Offeror is familiar with federal, state, and local laws and regulations.
- Offeror has reviewed the NIFA Documents and OHA / HUD forms including HUD-5369-B, 5369-C and, 5370-C and agrees to be bound by the terms and conditions therein.
- The Owner shall determine the order of precedence for any conflict between the Documents.
- This Proposal will remain subject to acceptance for 2 years after the submission deadline.

Positions _____ Hourly Rate _____

Architect / Engineer \$ _____ Project Manager \$ _____

Technician \$ _____ Clerical \$ _____

*OHA/HIO only pays direct costs of eligible reimbursable expense. (No mark-up)

*Please attach schedule of positions and fees.

Signature

Title

Date