



Request for Qualifications # 092044

Architectural & Engineering Services For Indianapolis Housing Agency

ISSUED DATE:

FRIDAY, SEPTEMBER 19, 2025

DUE DATE:

FRIDAY, OCTOBER 10, 11:00 AM Local Time

Jacquelyne Brown
Procurement Manager
1919 N. Meridian St
Indianapolis, IN 46202

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REQUEST FOR QUALIFICATIONS

Architectural and Engineering Design Services For IHA

The Housing Authority of the City of Indianapolis, Indiana, AKA Indianapolis Housing Agency (IHA) is accepting qualifications for general Construction and Housing Architectural and Engineering (A&E) Services. Detailed information outlining the scope of work for these services can be found in the corresponding section of this Request for Qualifications (RFQ). Interested parties are encouraged to review the details provided thoroughly and submit qualifications in accordance with the outlined guidelines.

All requests for information (RFIs) must be sent via e-mail to **Jacquelyne Brown, Procurement Manager**, jbrown@indyhousing.org. RFI's must be received by **11:00 AM Friday, September 3, 2025**. No RFIs will be addressed after this deadline. Please allow a minimum of seventy-two (72) hours for a response to any RFIs.

Qualifications will be received by **11:00AM EST Friday, October 10, 2025**. Responses must be labeled **"IHA A&E"**. Offerors must deliver **one (1) printed original, two (2) copies**, and **one (1) electronic copy of their qualifications on a USB drive** addressed to the attention of:

Indianapolis Housing Agency
1919 N. Meridian Street
Indianapolis, IN 46202
Request for Qualifications
Architectural and Engineering Design Services
Attn: **Jacquelyne Brown, Procurement Manager**

It shall be the responsibility of each Offeror to consult IHA's website at <https://www.indyhousing.org/> for the complete RFQ, to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this RFQ and any addendum issued by IHA, prior to submitting their qualifications.

By virtue of completing, signing, and submitting the completed documents, the offeror is stating his/her agreement to comply with all conditions and requirements set forth within those documents.

- IHA will ***not accept*** qualifications submitted by fax or email.
- All qualifications submissions must be received by the above deadline.
- HA will not be responsible for the receipt of qualifications not properly submitted.

Offerors will be required to make positive efforts to use small/minority/woman/veteran-owned businesses and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (317) 215-0632 seventy-two (72) hours prior to any event.

IHA BACKGROUND

The Indianapolis Housing Agency (IHA) is a federally funded government housing agency that provides low-income families, seniors and families with disabilities access to affordable housing in one of our IHA communities or in private market housing subsidized through the Housing Choice Voucher (HCV) Program (Section 8). It is IHA's hope that by helping these families afford safe, quality housing, we will also encourage individual and family self-sufficiency, promote fair housing and fight housing discrimination.

For nearly twenty years, IHA has offered access to safe, decent, affordable housing to Indianapolis families, seniors and people with disabilities through public housing and the Housing Choice Voucher (HVC) Program (Section 8). We are able to provide these services through both federal assistance and mixed-finance funding.

IHA offers low-rent public housing to eligible low-income families, seniors and persons with disabilities at several locations throughout Indianapolis. For a list of communities, please refer to our [Communities page](#).

IHA is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Mayor and Indianapolis City Council, and the Agency's Chief Executive Officer who reports to the Board.

SCOPE OF WORK

IHA must service work orders, rehab existing units, turnover existing units, and modernize all facilities over time. The envisioned A&E services needed will help IHA provide the technical expertise necessary to render those services in a timely manner.

The scope of this project is multifaceted and includes:

- Statement of Work (SOW) development
- Performance work statement (PWS) development
- Request for proposals (RFP) development
- Invitation for bids (IFB) development
- Request for qualifications (RFQ) development
- Quote/bid/qualifications technical evaluation
- Independent cost estimate (ICEs) generation
- Schedule estimates and creation
- Negotiations representing IHA seeking fair and reasonable outcomes
- Contract administration, pre- and post-award
- Submittal review
- Design creation
- Specifications (Specs) writing
- Change order/modification support
- Onsite QA
- Support and attend all required meetings
- Represent IHA in good faith for all contract issues, concerns, disputes, negotiations, etc
- Ability to provide Physical Needs Assessment (PNA)

IHA INSTRUCTIONS TO OFFERORS

General Information:

IHA accepts qualifications from qualified professionals to provide general construction and housing A & E services, all in accordance with HUD requirements. Additionally, the selected candidate will produce stamped plans for any necessary changes identified in collaboration with IHA to ensure projects are certified and code-compliant, all in accordance with HUD requirements.

Responding firms shall be capable of engineering / designing and advising **in the previously listing scope**.

Please complete all sections of this RFQ and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFQ will serve as the basis for the consideration of your potential as the vendor.

All research and work performed hereunder must be done in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting qualifications in response to this RFQ, but all Qualifications must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group must be disclosed in the Qualifications.

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

Since IHA will not be aware of all who may submit qualifications, it is the responsibility of all Offerors to inquire any amendment(s) issued to this RFQ, prior to their submittal. Offerors are responsible for reviewing the entire RFQ package, scope of work, amendments (if any), and any other information contained in this Request for Qualifications. **All qualifications are considered final and must be submitted before the deadline.**

IHA's Reservation of Rights:

- **Right to Reject, Waive, or Terminate this RFQ.** Reject any or all qualifications, waive any informality in this RFQ process, or to terminate the RFQ process at any time, if deemed by IHA to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this RFQ.
- **Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon ten (10) days' written notice to the successful offeror(s).

- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in this RFQ.
- **Right to Negotiate.** Negotiate the fees proposed by the offeror entity.
- **Right to Reject Any Qualifications.** Reject and not consider any qualifications that do not meet the requirements of this RFQ, including but not necessarily limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any offeror for any costs incurred in responding to this RFQ.
- **Right to award more than one offeror.** IHA may, in the best interest of IHA, award to multiple offerors to allow for maximum flexibility of options and in the event one offeror is too busy during a period of needed services.

Building Addresses:

1935 N. Meridian St, Indianapolis, IN 46202

Estimated Term of Service:

1-year term, with options in 1-year increments at the discretion of IHA and not to exceed 5 years total.

Qualification Submission Instructions:

- Offerors are responsible for reviewing in-depth the entire RFQ package, scope of work, amendments, if any, and other information contained in the RFQ Package.
- It is the responsibility of the offerors to make an inquiry before submitting their qualifications as to any amendment(s) issued to this RFQ.
- All qualifications must be received before the deadline.

Qualification Criteria:

- General abilities, as indicated by profiles of the principal's and staff's professional and technical competence.
- Capabilities for completing drawings and specifications including identifying key personnel and availability.
- Specifically define the role of each person and outline his or her individual experience.
- Capable of overseeing the technical construction process to bring projects from design through construction completion and Indianapolis Fire Department acceptance.
- Ability to provide professional services in a timely manner.
- Past performance fulfilling requirements of contracts, including quality of work, cost control and compliance with performance schedules.
- Working knowledge of local and state codes, specific to public housing in Indianapolis, IN.
- Knowledge of Indiana building code and Indianapolis standards and regulations.
- Adequacy and convenience of work facilities.
- Capabilities for cost estimating, including identifying key estimating personnel and availability.
- A certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local agency.
- No fees shall be discussed or proposed, either verbally or in writing, during the RFQ solicitation process.
- IHA will negotiate such fees with the top-rated offeror(s).
- IHA will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that IHA will pay the successful offeror(s) for actual work performed only.

- No Travel Expense Allowed. IHA will not be negotiating any travel expense (i.e., airfare; rental cars; lodging; per diem; etc.), except, at IHA's discretion, mileage, for the successful offeror to provide the services. Any mileage allowed will be at the current IRS rate only.

Additional Offerors Credentials:

- At least five (5) years of experience with similar scope of work in this RFQ for public housing authorities
- Familiarity of HUD regulations.
- Familiarity of engineering and design services meeting local, state, and federal codes relative to the intended work.
- Offeror offices and any 3rd party offices must reside within the United States
- The Offeror must include in their qualifications how long after executing a contract they need to begin this endeavor.
- Company shall be registered on [Sam.gov](https://sam.gov/content/home) (<https://sam.gov/content/home>) at time of bid submission or prior to contract signing.
- **The Offeror shall not be barred from doing business with HUD / receiving Federal Funds.**

Evaluation of Qualifications:

- The award of a contract will be to the most **responsive** and **responsible** Firm(s).
- Offerors must meet the qualifications stated in this RFQ.
- Offerors will be required to demonstrate their ability to perform the work based on their prior work history, previous experience, satisfactory references, technical proficiency, and ability to provide **qualified** personnel.
- IHA may waive any informalities in the submissions and may reject any or all of the qualification submissions.
- No qualifications may be withdrawn within ninety (90) days after the submission date.
- The final determination will be at the sole discretion of IHA.

Qualifications Evaluation:

It is understood by all offerors/prospective offerors that the qualifications received are not publicly opened and the results will typically not be a matter of public record until IHA has concluded all evaluations, has chosen a final top-rated offeror(s), has completed the award(s) and is ready to issue such results. When IHA issues such notice, IHA will inform all offerors as to each offeror's placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each offeror was awarded as a result of the evaluation.

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

Offerors will be required to demonstrate their ability to perform the work based on their prior work history, experience, satisfactory references, technical proficiency, and ability to provide qualified manpower.

Award of Qualifications.

The successful offeror(s) shall be the person(s)/firm(s) (Firm) who, as determined by this RFQ's detailed evaluation process, is the top-rated responsive and responsible offeror(s). This also requires that:

- The Firm's qualifications are reasonable,
- The Firm(s) can deliver the specified items in a timely manner and,
- The qualifications are, in the opinion of IHA, in IHA's best interest to accept.

All offerors will be notified in a timely manner of the results of the evaluation after award(s) has/have been completed. IHA does not guarantee that a contract will be awarded because of this RFQ.

Rejection of Qualifications:

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

Prospective offerors acknowledge by downloading and receiving the RFQ documents and/or by submitting qualifications that the submission of qualifications to IHA is not a right by which to be awarded a contract, but merely an offer by the prospective offeror to perform the requirements of the RFQ documents in the event IHA decides to consider an award to that offeror.

Cancellation of Award:

IHA reserves the right to, without any liability, cancel the award of any qualifications at any time before the execution of the contract documents by all parties.

Right to Negotiate Final Fees:

IHA shall retain the right to negotiate the amount of fees that are paid to the successful offeror, meaning the fees proposed by the top-rated offeror(s) during negotiations may, at IHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after IHA has chosen top-rated offeror(s). If such negotiations are not, in the opinion of IHA, successfully concluded **within five (5) business days**, IHA shall retain the right to end such negotiations and begin negotiations with the next-rated offeror.

Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by IHA pursuant to this RFQ:

- **Contract Form.** IHA will not execute a contract on the successful offeror's form. Contracts will only be executed on the HUD form 51915, and by submitting qualifications the successful offeror agrees to do so (please note that IHA reserves the right to amend this form as IHA deems necessary). However, IHA will, during the RFQ process, (prior to the submittal deadline) consider any contract clauses that the offeror wishes to include therein and submits in writing a request for IHA to do so; but the failure of IHA

to include such clauses does not give the successful offeror the right to refuse to execute the HUD contract form. Any clauses IHA authorizes will be issued as an addendum to the HUD Contract. The HUD Contract Form 51915 clauses can't be amended or deleted. IHA will consider and respond to such written correspondence, and if the prospective offeror is not willing to abide by IHA's response (decision), then that prospective offeror shall be deemed ineligible to submit qualifications.

- **HUD Forms.** Please note that IHA 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.

Contract Compliance Statement:

- The offeror shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. The offeror must state compliance with the terms of this RFQ.
- The offeror must demonstrate that the qualifications meet **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

Personnel:

- Shall be well qualified on subject matter.
- Shall be skilled in the type of work for which they are employed on the project and shall work under the direction of a competent superintendent.
- Shall have knowledge and understanding of multifamily building, major services and activities required to perform services required.
- Shall have a minimum of five (5) years of directly related experience.

Insurance:

- The winning offeror(s) will be required to **name IHA as an additional insured** and maintain the insurance for the duration of the Contract.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The winning Firm(s) shall be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The winning Firm(s) shall be required to provide a certificate of insurance illustrating professional liability minimum of \$1,000,000.
- The liability coverage shall be a minimum of \$1,000,000 per occurrence.
- The winning Firm(s) shall be required to provide a certificate of insurance illustrating Errors and Omissions Insurance. Coverage shall be a minimum of \$1,000,000 per occurrence.
- Proof of such coverage must be presented to IHA upon request.

Reimbursable Expenses:

- Expenses may be invoiced during the monthly pay request at cost plus 1.5% markup.
- Expense of reproductions, except those needed for the use of the A&E Professional and their consultants, are reimbursable.

- Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the A&E Professional and employees and consultants in the interest of the Project(s).

Equal Employment Opportunity:

The offeror shall affirm that it does not have to subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

Diversity Business Enterprise (DBE) Program Requirements:

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the offeror shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Authority of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting qualifications are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the qualifications. Following the award of the contract, no additional subcontracting of the services provided herein will be allowed without the express prior written consent of IHA.

Termination:

- IHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor(s). Payment to the Contractor(s) shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to Authority approval, cost for closing its work, and the Contractor(s) shall have no claim for loss of anticipated profits or any additional compensation.
- Despite the above, the Contractor(s) shall not be relieved of liability to IHA for damages sustained by virtue of any breach by the Contractor(s).
- Omissions of Wage Determinations and Contracts Clauses.

If IHA terminates a contract due to missing contract clauses or wage determinations, IHA shall withhold, cross-withhold, and/or otherwise identify and obligate sufficient funds through a termination settlement agreement drafted by IHA to pay any

necessary back wages. The contractor(s) shall sign said termination settlement agreement and shall comply with its terms.

Termination of Contract for Cause:

- If, through any cause, the Contractor(s) shall fail to fulfill in timely and proper manner any obligation under this Contract, or if the Contractor(s) shall violate any of the covenants, agreements, or stipulations of this Contract, IHA shall thereupon have the right to terminate this Contract by giving written notice to the Contractor(s) of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor(s) under this Contract shall, at the option of IHA, become its property and the Contractor(s) shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- Despite the above, the Contractor(s) shall not be relieved of liability to IHA for damages sustained by IHA by virtue of any breach of the Contract by the Contractor(s), and IHA may withhold any payments to the Contractor(s) for the purpose of setoff until such time as the exact amount of damages due IHA from the Contractor(s) is determined.

Termination of Convenience by Authority:

- IHA may terminate this Contract at any time by a notice in writing from IHA to the Contractor(s). If the Contract is terminated by IHA for Convenience, the Contractor(s) will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor(s) may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor(s) during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor(s), Termination for Cause or Convenience will be determined by IHA in its sole discretion.
- Termination of this contract can be for other reasons, as noted in HUD 5370 {attached}.

QUALIFICATIONS SUBMISSION FORMAT

The successful offeror(s) shall be the Firm(s) who, as determined by this RFQ's detailed evaluation process, is the top-rated responsive and responsible offeror(s).

To allow for easier comparison of responses during evaluation, all responses must contain the following tabs and include page numbers in the following format with components clearly identified by cover page:

Tab 1: Executive Summary:

The Executive Summary must include a clear statement of the respondents' understanding of the RFQ and the objectives of the IHA. At a minimum, include an outline of the offeror's firm, identification of the offeror or offeror's team and any sub-contractors that would be a part of the team, a description of the responsibilities of the project team, and a summary of the services to be provided.

Tab 2: Experience, Qualifications, and Personnel Listing:

The offeror must provide detailed information and documentation under this section describing their relevant experience, qualifications, and personnel to perform the work. Included in this section are:

- The number of years the firm has been in practice.
- The offeror's qualifications, relevant experience, and the ability of staff to successfully perform the required services.
- The names, qualifications, education, skills, and specific experience of staff who will provide the services.

Tab 3: Scope of Services:

Describe in detail how the firm will deliver the scope of services. Include a detailed description of tasks, deliverables, and timeframes.

Tab 4: Required HUD and IHA Forms (Appendix A):

All forms must be fully completed and submitted under this section as part of the response submittal.

- HUD Form 5369-C: Certifications & Representations of Offerors for Non-construction Contracts
- Company Profile Form
- Client References
- Non-Collusive Affidavit
- Vendor Disclosure Agreement
- Fair Employment Practice Statement

Tab 5: Other Information (Optional):

The Respondent may include under this section up to ten (10) pages of other information the Respondent believes is appropriate to demonstrate its qualification to provide the identified SOW.

QUALIFICATIONS EVALUATION FACTORS

Qualifications will be evaluated based on the criteria outlined in this RFQ. If an award is granted based on this solicitation, it will be conferred upon the highest-rated **responsive and responsible** "Offeror(s)" who, in the discretion of IHA, most effectively fulfills the factors specified in this RFQ and aligns with IHA's long-term goals and needs. Furthermore, any Contract(s) resulting from this RFQ will be subject to additional requirements or restrictions imposed by the U.S. Department of Housing and Urban Development (HUD).

Each response received will undergo initial evaluation for responsiveness, ensuring it meets the minimum requirements. Submissions deemed responsive will subsequently be evaluated by an IHA review committee based on the following factors and their respective assigned values.

FACTOR	FACTOR DESCRIPTION	FACTOR TYPE	MAX POINT VALUE
1	Demonstrated ability to perform the work as indicated by profiles of the principals' and staffs' professional and technical competence and experience, and their facilities.	Subjective (Technical)	20
2	Capabilities for completing construction plans, including identifying key personnel and availability.	Subjective (Technical)	20
3	Ability to provide professional services in a timely manner to meet schedules.	Subjective (Technical)	15
4	Successful past performance fulfilling requirements of contract, including quality of work, cost control, and compliance with performance schedules.	Subjective (Technical)	15
5	The overall quality, organization, and professional appearance of the qualifications submitted .	Subjective (Technical)	5
6	Capabilities for cost estimating, including identifying key estimating personnel and availability.	Subjective (Technical)	10
7	The offeror's demonstrated knowledge of and experience with HUD, Local, State, NFPA, RI Fire Code related Federal, State, and local laws and ordinances as it relates to early childhood education centers.	Subjective (Technical)	15
TOTAL SCORE			100

An **additional six (6) points** will be added to the final score for companies registered as **(MBE)** or **(WBE)**. Registered businesses must provide a copy of their Certification to receive these additional points. The State of Indiana Office of Diversity, Equity & Opportunity website offers comprehensive information on the certification process and defines the category of individuals eligible to certify as a W/MBE

Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged people. Such disadvantages may arise from cultural, racial, chronic economic circumstances or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

QUALIFICATIONS EVALUATION METHOD

1. Initial Evaluation for Responsiveness:

Each qualification received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

2. Evaluation Packet:

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators
- Qualifications Tabulation Form
- Written Narrative Form for each offeror
- Copy of all pertinent RFQ documents

3. Evaluation Committee:

IHA anticipates selecting a minimum of a three-person committee to evaluate each of the responsive “hard copy” qualifications submitted in response to this RFQ. PLEASE NOTE: No offeror shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, an offeror does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. The designated Project Manager is the only person at IHA that the offerors shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such offeror(s) to be eliminated from consideration for award.

4. Evaluation:

The appointed evaluation committee, independent of the Contracting Officer or any other person at IHA, shall evaluate the responsive qualifications submitted and award points pertaining to Evaluation Factors. Upon final completion of the qualification’s evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

5. Points Awarded Range:

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ) are shaded.

Points Awarded Range						
Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	26-27	80-89
Potentially Acceptable	Average	70%/+	7	14-15	24-25	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-23	0-69

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

**Total available points to be awarded, including cost points, minus preference points.

6. Potential "Competitive Range" or "Best and Finals" Negotiations:

IHA 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 IHA in as timely a manner as possible, but in any case, within no longer than ten (10) days after the beginning of such negotiations with the Firms deemed to be in the competitive range.

7. Determination of Top-ranked Offeror(s):

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the IHA Subject Matter Expert (SME) to determine the final rankings, which are typically forwarded by the SME to the Contracting Officer for approval. If the evaluation was performed to the satisfaction of the Contracting Officer, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at IHA's option, be conducted prior to or after the BOC approval.

8. Minimum Evaluation Results:

To be considered to receive an award, an offeror must receive a total calculated average of at least 70 points (of the 100 total possible points).

9. Ties:

In the case of a tie in points awarded, the award(s) may 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" OR multiple awards granted.

10. Notice of Results of Evaluation:

If an award is completed, all offerors will receive by e-mail a Notice of Results of Evaluation. Such a notice shall inform all offerors of:

- . Which offeror(s) received the award(s);
- . Where each offeror placed in the process as a result of the evaluation of the qualifications received.

11. Restrictions:

All people having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an offeror entity will be excluded from participation on IHA evaluation committee. Similarly, all persons who have ownership interest in and/or contract with an offeror entity will be excluded from participation on IHA evaluation committee.

Appendix A

Forms to be filled out and returned with the RFQ package

- HUD Form 5369-C: Certifications & Representations of Offerors for Non-construction Contracts
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Certifications and Representations of Offerors

Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree 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:

COMPANY PROFILE FORM

Company: _____
Address: _____
Email: _____
Phone: _____

Please attach a brief biography / resume of the company, including the following information:

- a) Year Firm Established.
- b) Year Firm Established in RI, if applicable.
- c) Former Name and Year Established, if applicable.
- d) Name of Parent Company and Date Acquired, if applicable.

IDENTIFY PRINCIPALS / PARTNERS IN FIRM

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

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

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

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

African American	Native American	Hispanic American	Asian/Pacific American	Hasidic Jew
%	%	%	%	%
Asian/Indian American	Woman-Owned (WBE)	Woman-Owned (Caucasian)	Disabled Veteran	Other (Specify)
%	%	%	%	%

WMBE Certification Number:

Certified By:

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Federal Tax ID Number: _____

State of RI License Type and Number: _____

Worker's Compensation Insurance Carrier:

Policy Number: _____ **Expiration Date:** _____

General Liability Insurance Carrier:

Policy Number: _____ **Expiration Date:** _____

Professional Liability Insurance Carrier:

Policy Number: _____ **Expiration Date:** _____

FELONY DISCLOSURE

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes () / No ()

If "Yes," please attach a full detailed explanation, including dates, circumstances, and status.

PLEASE NOTE: IHA reserves the right to not make an award to any offeror that has principal or staff who has been convicted of a felony if IHA believes that doing so is in its best interests.

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 Indiana, or any local government agency? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Indianapolis Housing Agency? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

~~The undersigned offeror 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 Indianapolis Housing Agency discovers that any information entered herein is false, that shall entitle the Indianapolis Housing Agency to not consider, make award, or cancel any award with the undersigned party.~~

Company:

Address:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

CLIENT REFERENCES SHEET

The Respondent must include a list of at least three references from clients with projects similar in size and scope that were completed within the last five years. One reference must represent a housing authority or housing-related Authority. The offeror must provide a brief description of the work performed and must include contact information for each reference as follows:

Client Name: _____

Address: _____

Contact Person: _____

Email: _____

Phone Number: _____

Provide a brief description of the vendor's responsibilities for this client and the current status of such project(s):

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of: _____,

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Indianapolis, Indiana, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature & Title:

Owner: if the bidder is an individual

Partner: if the bidder is a partnership

Officer: if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

VENDOR DISCLOSURE AGREEMENT

Entity Completing Form:

Address:

Company Contact Name:

Telephone:

The Indianapolis Housing Agency requires the following written disclosure prior to the award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a Indianapolis Housing Agency employee, Board Member, or Agent* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

* Agent is defined as the Indianapolis Housing Agency legal counsel

☐ I certify that I am not related to a Indianapolis Housing Agency employee, Board member, or Agent

☐ I am not aware of any relatives being employed by the Indianapolis Housing Agency

☐ I am related to an individual and disclose the following information:

Name(s) of Individual(s):

Address(es) of Individual(s):

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at the IHA>

Signature:

Date: _____

FAIR EMPLOYMENT PRACTICE STATEMENT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is
_____ of _____ (Offeror) and that by its employment policy, standards
and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment,
dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

Signature

Type/Print Name

Subscribed and sworn to before me this

_____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

Appendix B:

Sample Contract

51915: Model Form of Agreement Between Owner & Design Professional

HUD 51915A: Contract Provisions Required by Federal Law or Owner with
The U.S. Department of Housing and Urban Development

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

Model Form of Agreement Between Owner and Design Professional

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

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

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

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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 plan-ning, 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 inquiries
 - o Drafting and issuing addendum approved by Owner
 - o Attending prebid conference(s)
 - o Attending public bid openings
 - o Reviewing and tabulating bids
 - o Recommending list of eligible bids
 - o Recommending award
 - o Altering drawings and specifications as often as required to
-

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

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

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

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 written notice.

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

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

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

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

C. 2.0 Owner's Responsibilities

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

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

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

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

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

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

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

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

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

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

Article D: Contract Administration

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

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

D. 1.2 Substitutions.

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

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

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

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

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

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

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 2 CFR 200.

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

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

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification of compliance with the requirements of 48 CFR 200.1001,

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

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

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

Such a conflict would arise when:

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

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

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

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

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

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

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

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

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

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

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

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

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

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

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

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

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

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

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

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

Owner

(Housing Authority)

(Signature)

Design Professional

(Firm)

(Signature)

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)

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

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

**Contract Provisions Required by Federal Law
or Owner Contract with the
U.S. Department of Housing and Urban Development**

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

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

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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

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

and conform to the Contract pricing provisions of 2 CFR 200.

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

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

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905.312), the Design Professional shall provide such a certification to the Owner.

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.

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

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

Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his or her immediate family,

(iii) His or her partner, or

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

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

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.

1.8 Disputes. In part because of HUD regulations (24 CFR 200), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

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.

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.

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.

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.

1.13 Reserved.

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.

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

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.

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.

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.