



**REQUEST FOR QUALIFICATIONS**  
**SOLICITATION NO. 2018-100-023**

**ARCHITECTURAL/ENGINEERING (A/E) DESIGN SERVICES FOR NEW  
CONSTRUCTION OF 1900 SHERMAN AVENUE, EVANSTON**

**PROPOSAL DUE DATE & TIME:**  
**JUNE 25, 2018 AT 2:00 P.M. (CST)**

**INTERESTED PROPOSERS ARE TO EXECUTE AND SUBMIT FIVE (5) COMPLETE  
PACKAGES (ONE (1) ORIGINAL, ONE (1) ELECTRONIC AND THREE (3) COPIES)**

**(ONE) FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE**

**ALL PROPOSALS AND OTHER COMMUNICATIONS  
MUST BE ADDRESSED AND RETURNED TO:**  
HOUSING AUTHORITY OF COOK COUNTY  
DEPARTMENT OF PROCUREMENT SERVICES  
175 WEST JACKSON BOULEVARD, SUITE 350  
CHICAGO, ILLINOIS 60604  
**ATTENTION:** Deborah O'Donnell, Procurement Manager

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Proposals must clearly indicate the name of the project, "ARCHITECTURAL/ENGINEERING (A/E) DESIGN SERVICES FOR NEW CONSTRUCTION OF 1900 SHERMAN AVENUE, EVANSTON ", the Specification Number "2018-100-023" and the time and the date specified for receipt. The name and the address of the Proposer must be clearly printed on all correspondence. Proposals will be accepted at the Housing Authority of Cook County, until **2:00 p.m. (CST), June 25, 2018.**

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**RICHARD J. MONOCCHIO**  
**EXECUTIVE DIRECTOR**

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## INTRODUCTION

HACC is a municipal corporation, formed under the United States Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. HACC provides publicly assisted housing, comprised of conventional public housing and Section 8 housing. HACC currently manages nearly 2,100 public housing units located in suburban Cook County including Evanston, Skokie, Niles, Wheeling, Des Plaines, Franklin Park, Arlington Heights, Ford Heights, Chicago Heights, Park Forest, Robbins, Summit and Harvey. Additionally, HACC's Housing Choice Voucher Program serves over 12,000 households, including seniors, persons with disabilities and families with children.

The United States Department of Housing and Urban Development (HUD) provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations. The HACC is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

In keeping with its mandate to provide efficient and effective services, the HACC is now soliciting proposals from qualified, licensed and insured entities to provide Architectural/Engineering (A/E) services to the HACC. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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## RFQ INFORMATION AT A GLANCE

HA CONTACT PERSON	Deborah O'Donnell, Procurement Manager Telephone 312-542-4725 Email: <a href="mailto:dodonnell@thehacc.org">dodonnell@thehacc.org</a>
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<a href="http://thehacc.org">http://thehacc.org</a> Doing-business-with-the-hacc Open Solicitations
PRE-PROPOSAL CONFERENCE	Housing Authority of Cook County 175 West Jackson Blvd. Suite 350 - Boardroom Chicago, Illinois 60604 <b>June 8, 2018 at 10:00 AM</b>
REQUEST FOR INFORMATION (RFI)/QUESTIONS DEADLINE	All Questions must be submitted in writing and emailed to Deborah O'Donnell at <a href="mailto:dodonnell@thehacc.org">dodonnell@thehacc.org</a> .  <b>June 15, 2018 at 2:00 PM</b>
PROPOSAL SUBMITAL RETURN & DEADLINE	Housing Authority of Cook County 175 West Jackson Blvd., Suite 350 Chicago, Illinois 60604 Attn: Deborah O'Donnell, Procurement Manager  Proposal Due on: <b>June 25, 2018</b> The "hard copy" proposal must be received in-hand and time-stamped by the HA by no later than 2:00 PM on this date.
ANTICIPATED APPROVAL BY HACC BOARD OF COMMISSIONERS	TBD

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**1.0 HACC'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive, or Terminate the RFQ.** The HACC reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the HACC to be in its best interests.
- 1.2 Right to Not Award.** The HACC reserves the right not to award a contract pursuant to this RFQ.
- 1.3 Right to Solicit Additional RFQ(s).** The HACC reserves the right to pursue additional RFQ(s) for stand-alone projects or specialty projects, if deemed by the HACC to be in its best interests.
- 1.4 Right to Terminate.** The HACC reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 5 days written notice to the successful proposer(s).
- 1.5 Right to Determine Time and Location.** The HACC reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.6 Right to Determine Financial Responsibility and Viability.** The HACC reserves the right to require of proposer information regarding financial responsibility and viability or such other information as the HACC determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.7 Right to Retain Proposals.** The HACC reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the HACC Contracting Officer (CO).
- 1.8 Right to Negotiate Fees.** The HACC reserves the right to negotiate the fees proposed by the proposer entity.
- 1.9 Right to Reject Any Proposal.** The HACC reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.10 No Obligation to Compensate.** The HACC shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.11 Right to Prohibit.** The HACC shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [www.thehacc.org](http://www.thehacc.org) Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HACC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACC, but not the prospective proposer, of any responsibility pertaining to such issue.

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**2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HACC is seeking proposals from qualified, licensed and insured A/E firms to provide the following A/E services:

**2.1 Project Description:** The HACC seeks to select a Project Architect to design an eleven story apartment building at its 1900 Sherman Avenue property in Evanston, Illinois. The new building will be located to the south of the existing eleven story Jane R. Perlman Apartments building, which provides housing for low income seniors and disabled persons. The new building may abut the existing building, but will be structurally and functionally independent, except for shared parking and ingress/egress. The first three floors of the new building will be dedicated to structured parking. The new building will provide apartments for residents of mixed incomes, with the proportion of various income restricted units to be determined during the design process. All the units in the building will be age restricted to persons 55 years of age or older.

**2.2 Scope of Services:** The Scope of Services provided by the Project Architect will include: a) schematic design; b) design development; c) contract documents; d) bidding; and e) construction administration. HACC has conducted a Feasibility Study of the site, which determined that there is sufficient space on the site to add a second building. The Feasibility Study is attached to this RFP. HACC has also initiated discussions with City of Evanston regarding zoning relief needed for the project, and the City has encouraged HACC to move forward.

**2.3 Phases of the A/E Services:** Shall consist of five phases of work are described below.

**2.3.1 Phase 1: Schematic Design.** Phase 1 work will consist of preparing schematic floor plans and elevations for the new building, working within the parameters outlined in the Feasibility Study. The floor plate for the new building is largely defined, however the architect shall assess the configuration of units within the floor plate as well as the elevators and staircase connecting the apartment levels, parking levels, and the ground level. Two alternative exterior designs shall be prepared for consideration by HACC and the City of Evanston. HACC would like the exterior design of the building to be distinctive. Schematic floor plans and elevations shall be prepared at a scale of 1" = 1/4', or other scale approved by HACC. The schematic floor plans shall show the units per floor and the configuration of rooms within each unit. The exterior elevations shall include all four elevations and be color rendered, suitable for presentation at public meetings. One 3-D color rendering shall be prepared for each alternative schematic design. The Architect shall also prepare an opinion of probable cost based on the schematic design.

Phase 1 work shall be integrated with HACC's pursuit of zoning approval from the City of Evanston. Work in Phase 1 shall include:

- A. Meetings with HACC to present schematic designs;
- B. Attending up to three project team meetings to prepare for zoning hearings;
- C. Attending up to three public zoning hearings;

The schematic design plans will be made part of the zoning approval documents, which are expected to include amended planned development documents. The architect is advised that the allowable degree of change to the approved plans going from schematic design to design development/contract documents shall be limited to "minor changes" for planned

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developments as defined by the City of Evanston Zoning Ordinance.

**2.3.2 Phase 2: Design Development.** Phase 2 work will delineate all features of the building, describing in detail what will get built. This shall include all apartment units, all common areas, accessory use space, site features and modifications, parking structure, and other features of the building and related site improvements. One of the two exterior designs shall be selected during the zoning approval process in Phase 1. The Architect shall develop this exterior design in elevation and two 3-D renderings to show all materials and the overall visual quality of the building's exterior. The Architect shall prepare an opinion of probable cost, based on the design refinement conducted in Phase 2. Design development materials will be prepared such that all aspects of the building will meet the City of Evanston's Building Code in Phase 3, Contract Documents.

**2.3.3 Phase 3: Contract Documents.** Phase 3 work will describe in detail how the building and its various components will be built in both drawings and written construction specifications. The building components described shall include, but be limited to:

- A. Structural
- B. Electrical
- C. Plumbing
- D. Mechanical
- E. Floor Plans
- F. Carpentry
- G. Exterior Finishes
- H. Interior Finishes and Furnishings
- I. Windows and Doors
- J. Site Improvements

The Architect shall prepare contract documents for three review stages: 1) 50% complete; 2) 75% complete; and 3) 100% complete. HACC shall provide review comments and provide direction on revisions, particularly as relates to cost engineering. The Architect shall provide updated estimates of probable cause at each review stage.

**2.3.4 Phase 4: Construction Bidding.** The Architect shall assist HACC in reviewing the construction bids received to assess completeness and consistency with plans and specifications, and provide technical support as needed.

**2.3.5 Phase 5: Construction Administration.** The Architect shall assist HACC in construction administration by providing the following services:

- A. Make periodic inspections of construction activity to assess conformance with plans and specifications.
- B. Review contractor requests for payment, determining if the work requested for payment has been completed.
- C. The Architect will review shop drawings, product data and samples submitted by the contractor for compliance with the design intent only.
- D. The Architect will prepare change orders and construction change directives, and may authorize minor changes that do not affect the contract sum and/or contract time.
- E. The Architect will inspect the Work to determine the dates of substantial completion and final completion check if the contractor finished his punch list, and if the Work conforms to the Contract Documents.

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- F. The Architect will receive and forward to HACC all close out requirements, and will issue the final Certificate for Payment.
- G. The Architect will interpret and decide matters concerning the Contract Documents, decide matters regarding performance, and will respond to contractor's requests for information regarding the Contract Documents.

**2.4 HACC Goal:** The goal of the HACC is to select one firm with knowledge and experience in affordable housing, residential, in-fill housing, and public housing design and development. The HACC intends to use this selection process as the basis for obtaining a consultant for architectural and engineering design services for a period of three (3) years from the date of final ranking.

**2.5 Design Product:** The design product shall meet all State of Illinois Building and Residential Codes, Cook County and the City of Evanston building code requirements and all other applicable local codes (locality specific code requirements) and, ordinances, regulations and standards, including HUD's Section 504 program; UFAS, ADA and ANSI requirements.

**3.0 PROPOSAL FORMAT:**

**3.1 Tabbed Proposal Submittal:** The HACC intends to evaluate the proposals pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HACC will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HACC can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACC has published herein or has issued by addendum.

Tab No.	Description
<b>1</b>	<b>Proposal Submittal Check List</b> This Form is attached hereto as Attachment A to this RFQ document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
<b>2</b>	<b>Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.</b> This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under
<b>3</b>	<b>Profile of Firm Form:</b> The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.
<b>4</b>	<b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (a) As detailed within Section 4.1, Evaluation Factor No. 1, evidence of the proposers <b>ABILITY TO PERFORM THE WORK</b> as indicated by profiles of the principals' and staffs'

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	<p>professional and technical competence/experience, and their facilities; (b) As detailed within Section 4.1, Evaluation Factor No. 2, herein, evidence of the proposers CAPABILITY to provide professional services in a timely manner; (c) As detailed within Section 4.1, Evaluation Factor No. 3 evidence of the proposers DEMONSTRATED EXPERIENCE in providing design and construction services for affordable (single-family and/or multi-family) residential development projects or public housing development projects in the last 5 years. Include the project description, overall cost and current status of the project as well as references; (d) As detailed within Section 4.1, Evaluation Factor No. 4, herein, evidence of the proposers PAST PERFORMANCE in terms of cost control, quality of work, and compliance with performance schedules; (e) As detailed within Section 4.1, Evaluation Factor No. 5, herein, evidence of the proposers DEMONSTRATED KNOWLEDGE of Federal, State of California, and Riverside County (including incorporated cities within Riverside County) building codes/ordinances and knowledge and experience in processing local land use entitlements and building and safety plan check processes; (f) Evidence that the proposer is licensed in the State of California; (g) A complete description of the products and services the firm provides.</p>
<b>5</b>	<p><b>Standard Form 330 (8/2016):</b> This Form is attached hereto as Attachment D to this RFQ document. This Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.</p>
<b>6</b>	<p><b>Managerial Capacity/Financial Viability:</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i>. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.</p>
<b>7</b>	<p><b>Client Information:</b> The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: (a) The client's name; (b) The client's contact name; (c) The client's telephone number; (d) A brief description and scope of the service(s) and the dates the services were provided;</p>
<b>8</b>	<p><b>Equal Employment Opportunity:</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.</p>
<b>9</b>	<p><b>Section 3 Business Preference Documentation (Optional Item):</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment E and any documentation required by that form.</p>
<b>10</b>	<p><b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the bidder believes is appropriate to assist the HACC in its evaluation.</p>
	<p>If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.</p>
	<p><b>Proposal Submittal Binding Method:</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HACC can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.</p>



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- 3.2 Fees:** No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process. The HACC will, as detailed within Sections 4.0 and 5.0 herein, negotiate such fees with single firm selected from the pre-qualified list of vendors for the project services required. Further, as may be detailed herein, the HACC does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ.
- 3.3 Proposal Submission:** All proposals must be submitted and time-stamped received in the designated HACC office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Housing Authority of Cook County  
Attn: Deborah O'Donnell, Procurement Manager  
175 West Jackson Boulevard, Suite 350  
Chicago, Illinois 60604

The package exterior must clearly denote the following, "**RFQ No. 2018-100-023 for Architectural/Engineering (A/E) Design Services for 1900 Sherman Project**" and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

- 3.3.1 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACC by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HACC decides that any such entry has not changed the intent of the proposal that the HACC intended to receive, the HACC may accept the proposal and the proposal shall be considered by the HACC as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet site, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HACC delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.
- 3.3.2 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACC, including the RFQ document, the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and

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submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HACC requirements contained within the documents may cause that proposer to not be considered.

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

**3.4.1 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFQ are made—between the HACC and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers.

This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

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

Attachment	Description
<b>A</b>	Proposal Submittal Checklist
<b>B</b>	Form HUD 5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract
<b>C</b>	Profile of Firm Form
<b>D</b>	Standard Form 330 (8/2016), Architect-Engineer Qualifications
<b>E</b>	Section 3 Forms, including explanation
<b>F</b>	Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction
<b>G</b>	HACC Sample Agreement Form (please note that this Agreement is being given as a sample only – HACC reserves the right to revise any clause herein and/or to include the ensuing contract any additional clauses that the HACC feels it is on the best interest to do so)

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**4.0 PROPOSAL EVALUATION:**

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

No.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	15 Points	Subjective (Technical)	Evidence of the proposers' ability to perform the work as indicated by profiles of the principals' and staffs' professional and technical competence / experience and their facilities.
2	10 Points	Subjective (Technical)	Evidence of the proposers' capability to provide professional services in a timely matter.
3	30 Points	Subjective (Technical)	Evidence of the proposers' demonstrated experience in providing design construction services for affordable (single-family and/or multi-family) residential development projects or public housing development projects in the last 5 years. Include the project(s) descriptions, overall cost and current status of the project(s) as well as references.
4	10 Points	Subjective (Technical)	Evidence of the proposers' past performance in terms of cost control quality of work, and compliance with performance schedules.
5	25 Points	Subjective (Technical)	The proposers' demonstration knowledge of Federal, State, Cook County and City of Evanston building codes/ordinances and knowledge and experience in processing land use entitlements and building and safety plan check processes.
6	10 Points	Subjective (Technical)	The overall quality and professional appearance of the proposal submitted, based on the opinion of the evaluators.
	100 Points		Total Points

**4.2 Evaluation Method:**

**4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HACC reserves the right to reject any proposals deemed by the HACC not minimally responsive (the HACC will notify such firms in writing of any such rejection).

**4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

**4.2.2.1** Instructions to Evaluators;

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- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Justification Form for each proposer;
- 4.2.2.4 Recap of each proposer's responsiveness;
- 4.2.2.5 Copy of all pertinent RFQ documents.

**4.2.3 Evaluation Committee:** The HACC anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.4 of this document, the designated CO is the only person at the HACC that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration.

**4.2.3 Evaluation:** The appointed evaluation committee, independent of the CO or any other person at the HACC, shall evaluate the responsive proposals submitted and award points subjectively pertaining to Evaluation Factors No.'s 1-6. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

**4.2.4 Potential "Competitive Range" or "Best and Finals" Negotiations:** The HACC reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACC in a timely manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**4.2.5 Determination of Awardee List:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final pre-qualified list may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval.

**4.2.5.1 Ties:** In the case of a tie in points awarded, the tie-breaker shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

**4.2.5.2 Minimum Evaluation Results:** To be considered for the pre-qualified list a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

**4.2.6 Recommendation:** It is anticipated that the recommendation will be forwarded to the HACC Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The BOC

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will then make its determination as to whether or not to follow the evaluation committee's recommendation.

**4.2.7 Notice of Results of Evaluation:** If award is recommended, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.2.7.1** Which proposer was recommended to the contract;

**4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.7.3** Each proposer's right to a debriefing and to protest.

**4.2.8 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACC evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HACC evaluation committee.

## **5.0 CONTRACT AWARD:**

**5.1 Contract Award Procedure:** Pursuant to this RFQ, an A/E agreement will be awarded by following the detailed procedures below:

**5.1.1** By completing, executing and submitting the Proposal Submittal Checklist, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the HACC, in hard copy, including an agreement to execute the attached Sample Agreement Form (Attachment G)." The contract clauses already attached as Attachment H also apply. Accordingly, the HACC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HACC has not power or authority to negotiate any clauses contained within any attached HUD documents.

**5.1.2** HACC will forward the A/E Services Agreement to the HACC Board of Commissioners (BOC) for approval prior to signing the Agreement.

**5.1.3** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the HACC BOC. Execution of the contract documents shall constitute a written memorial thereof.

**5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACC pursuant to this RFQ:

**5.2.1 Contract Form:** The HACC will not execute a contract on the successful proposer form--contracts will only be executed on the HACC form (Sample Agreement Form, Attachment G), and by submitting a proposal the successful proposer agrees to do so (please note that the HACC reserves the right to amend this Agreement form as the HACC deems necessary). **Please note that the HACC 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.**

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

**5.3 Agreement Performance Period:** The HACC anticipates that the Agreement shall have a valid term of up to three (3) years.

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

**5.4.1 Insurance:** Without limiting or diminishing the Proposer's obligation to indemnify or hold the HACC harmless, Proposer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the HACC herein refers to the Cook County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**5.4.2 Workers' Compensation:** If the Proposer has employees as defined by the State of California, the Proposer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the HACC.

**5.4.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Proposer's performance of its obligations hereunder. Policy shall name the HACC, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

**5.4.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Proposer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the HACC, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**5.4.5 Professional Liability:** Proposer shall maintain Professional Liability Insurance

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providing coverage for the Proposer's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Proposer's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and Proposer shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2)

Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Proposer has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**5.4.6 General Insurance Provisions - All lines:**

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Illinois and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the HACC. If the HACC waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The Proposer must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the HACC, Proposer's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the HACC, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. Proposer shall cause Proposer's insurance carrier(s) to furnish the HACC with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HACC prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the HACC receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

***Proposer shall not commence operations until the HACC has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section,***

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***showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d. It is understood and agreed to by the parties hereto that the Proposer's insurance shall be construed as primary insurance, and the HACC's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the HACC reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the HACC reasonable judgment, the amount or type of insurance carried by the Proposer has become inadequate.

f. Proposer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the HACC.

h. Proposer agrees to notify HACC of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

**5.4.7** A copy of the proposer's business license allowing that entity to provide such services within the City of Evanston and Cook County, Illinois;

**5.4.8** If applicable, a copy of the proposer's license issued by the State of Illinois licensing authority allowing the proposer to provide the services detailed herein.

**5.5 Contract Service Standards:** It is the responsibility of the successful proposer to ensure that all work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, regulations and laws.



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**FORM OF PROPOSAL  
 (Attachment A)**

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

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

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment B)
_____	Tab 3 Profile of Firm Form (Attachment C)
_____	Tab 4 Proposed Services
_____	Tab 5 Standard Form 330 (Attachment D)
_____	Tab 6 Managerial Capacity/Financial Viability
_____	Tab 7 Client Information
_____	Tab 8 Equal Employment Opportunity Statement
_____	Tab 9 Section 3 Business Preference Documentation (Optional; Attachment D)
_____	Tab 10 Other Information (Optional)

**SECTION 3 STATEMENT**

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

**PROPOSER’S STATEMENT**

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

\_\_\_\_\_  
 Signature                      Date                      Printed Name                      Company

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<b>PROFILE OF FIRM FORM (Attachment C)</b>
--

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

(1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

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

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

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

\_\_\_\_\_  
**Signature    Date    Printed Name    Company**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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## **1900 Sherman Avenue Feasibility Study**



## MEMORANDUM

**TO:** Rich Monocchio, Executive Director; Housing Authority of Cook County  
**FROM:** Bill James, Principal Consultant  
**DATE:** December 21, 2017; Revised April 2018  
**RE:** 1900 Sherman Avenue Feasibility Study

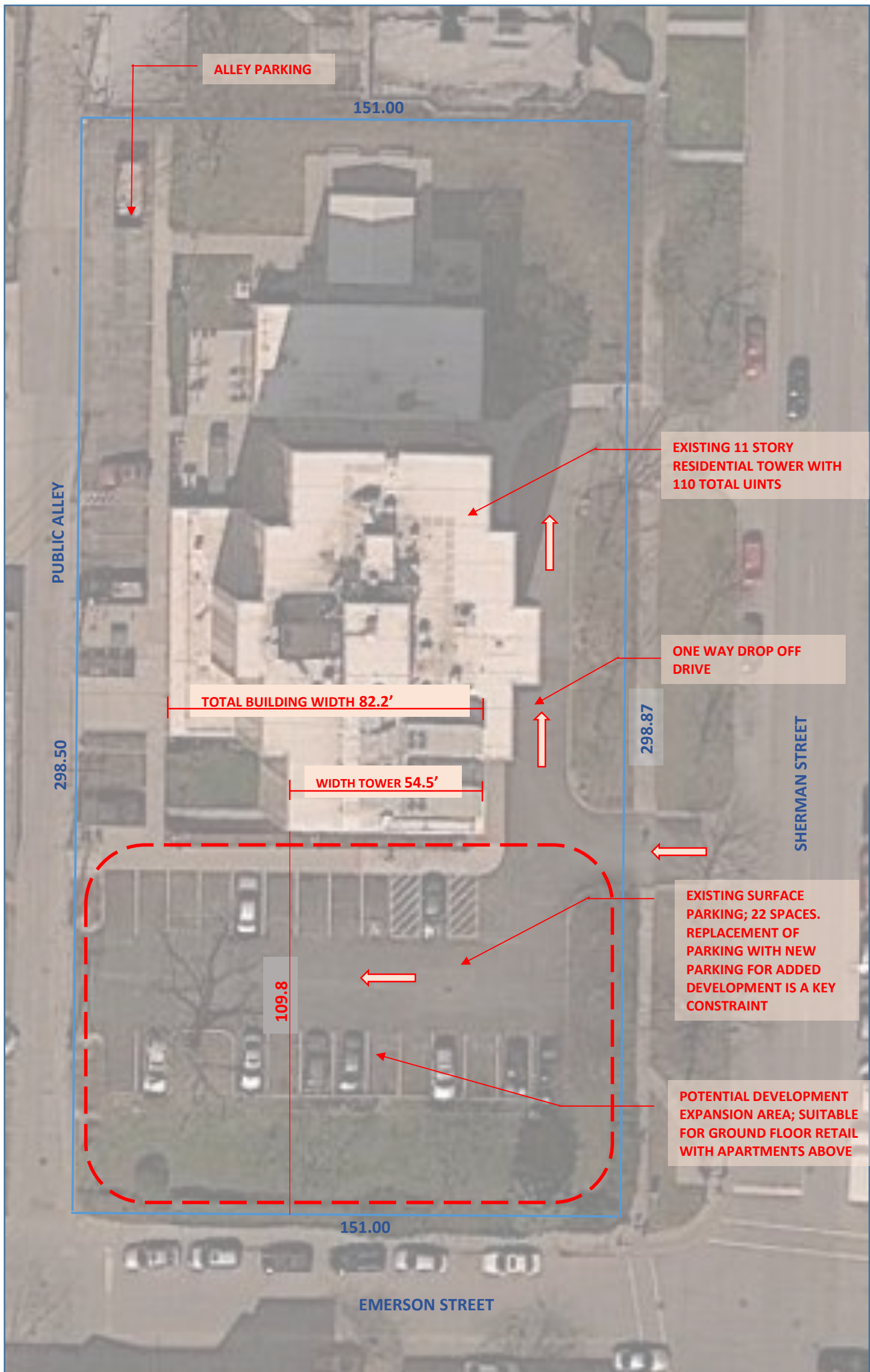
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**Introduction.** This memorandum presents Camiros' findings of its feasibility study for expanding development on the 1900 Sherman Avenue property in Evanston, Illinois, which is the Jane R. Perlman Apartments facility providing affordable housing for seniors and persons with disabilities. The intent of this study is to assess whether it is potentially feasible to add additional development to the southern portion of the property (expansion area), which contains a surface parking lot and landscape area. This study is intended as an initial assessment to determine whether further, more detailed analysis, is warranted. This feasibility assessment focuses on: 1) obtaining zoning changes/relief from the City of Evanston needed for any additional development; 2) the size of the expansion area to support additional development; 3) suitability of the expansion area in terms of location and configuration for additional residential development as well as potential ground floor retail space; and 4) the ability to provide additional parking needed for the expansion of development.

**Site Analysis.** The assessment of key site characteristics is presented on Figure 1, Site Analysis.

**Summary of Findings.** Based on the assessment presented in this Memorandum, expansion of development within the southern portion of the property is potentially feasible. Key findings are summarized below.

- A. Development Entitlement:** The property is currently zoned R-6 and would need to be rezoned to allow for mixed use development. Rezoning would probably also be needed for a significant intensification of residential use because the current site is already at the maximum level of impervious surface coverage and does not meet parking requirements. Whether the City of Evanston would grant the zoning changes and relief needed to facilitate expanded development cannot be definitively assessed without conducting preliminary inquiries. However, Camiros has learned that the property immediately to the west on Emerson Street was recently granted a zoning change from R-6 to C-1 to allow for a mixed-use development that is awaiting construction. The granting of the zoning change for that property is an indication that the City may respond favorably to a similar request on this property.
- B. Size of Expansion Area:** The size of the expansion parcel is small, but is large enough to support a viable multi-story residential building, particularly if combined with ground floor retail space. Ground floor retail space would typically be located close to the street frontage, creating a large enough floor plate for significant upper story apartments.



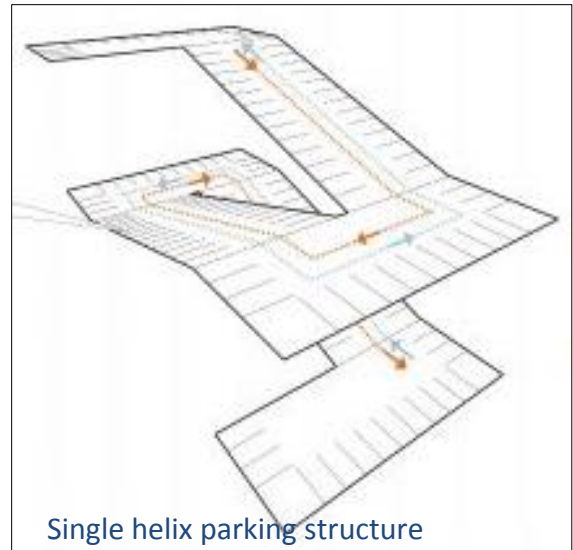
**FIGURE 1**  
**SITE ANALYSIS MAP**  
 JANE R. PERLMAN APARTMENTS  
 1900 SHERMAN AVENUE, EVANSTON  
 Housing Authority of Cook County

Prepared by: **Camiro** Chicago, Illinois  
 December 21, 2017



**C. Development Suitability:** The expansion area is not ideal in terms of its location and configuration, but is adequate to support both new apartment units and new ground floor retail. Emerson Street contains some retail uses immediately to the west, and a new mixed use development is proposed in this area. Retail use may be on the rise in this location, but it is not currently a strong retail environment, thus the market demand for new retail space at the 1900 Sherman is uncertain. Pedestrian and vehicular circulation on the existing site is adequate. Adding structure parking will be needed to provide for new residential units and new ground floor retail. Vehicular circulation for this new parking will be tight, but workable.

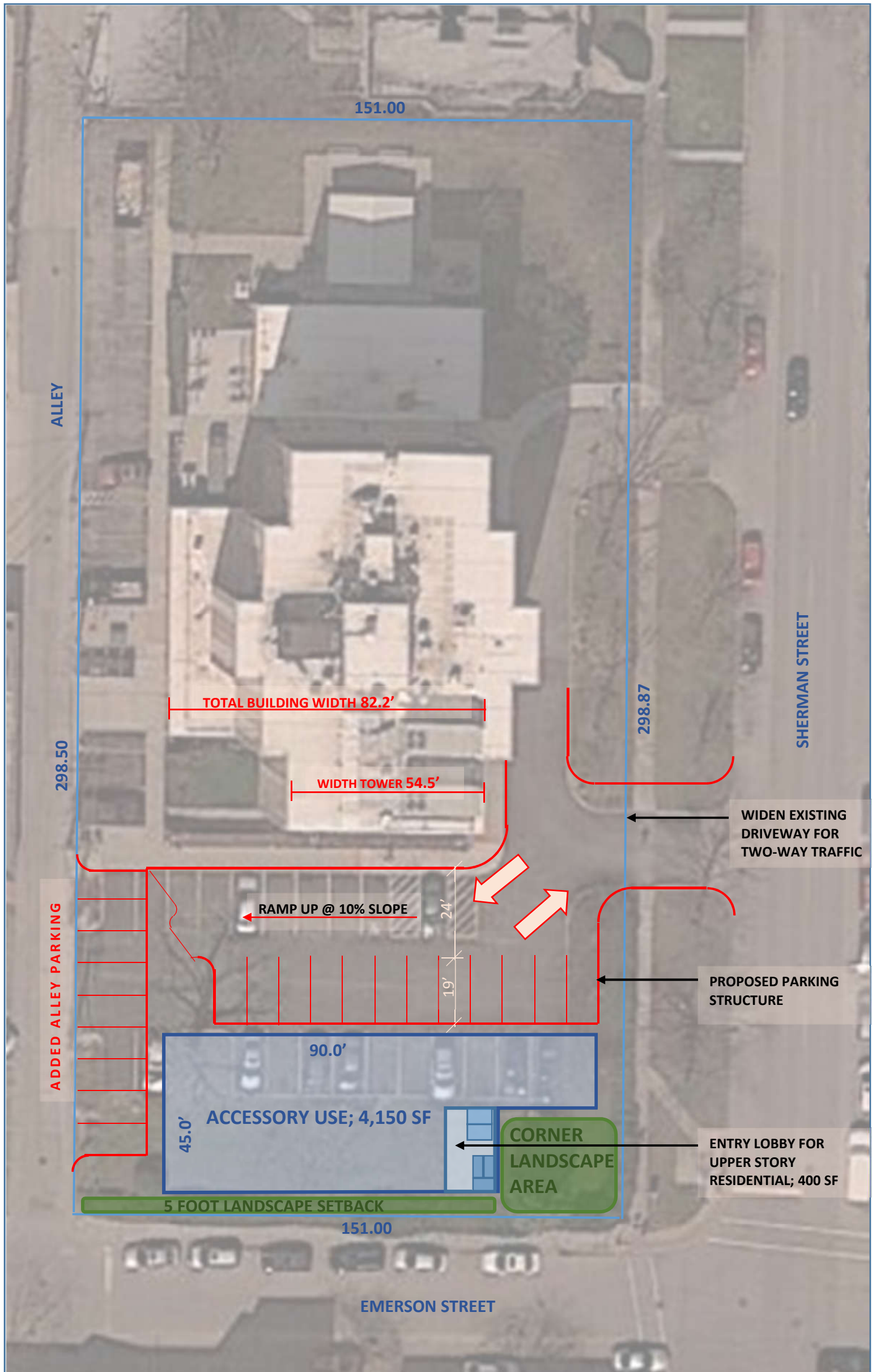
**D. Additional Parking:** Providing parking for existing and new development will be the biggest challenge to expanding development on the site. The size of the development area is approximately 109' x 151'. This size is too small for conventional parking structures, the smallest of which is the "single helix" layout shown at right. The single helix structure has two double-loaded bays of parking alongside aisles of alternating inclines. This structure requires a width of at least 120 feet. The effective width of the expansion area is only 109 feet. This means that a structure parking on the 1900 Sherman Avenue site will need to be of an unconventional design, which will be less cost efficient. A schematic design for a parking structure is shown on the schematic design included in this Memorandum. The parking structure design shown appears workable from a functional perspective. Whether the cost of providing parking in such a structure can be justified depends on the overall cost structure of the development.



**Schematic Development Plan.** A key element in assessing the feasibility of expanded development on the site is framing how expanded development could be configured through schematic site planning. While a range of designs for expanded development is possible, a number of site conditions will shape the design to reflect the following:

1. Substantially all of the expansion area will need to be used to provide structured parking for the new residential units.
2. Given the need to maximize the area of the parking structure, it makes sense to include a component of retail use to create an attractive and suitable edge along both Emerson Street and Sherman Avenue.
3. While it is possible to connect/integrate the new building with the existing building, it will be more practical to design the new building to operate independently.
4. The existing driveway entrance to the 1900 Sherman building must be used as the main entrance for both the existing and new buildings.

The schematic design used to assess development feasibility is shown on the following pages, followed by narrative discussion that explains how the schematic design can facilitate new development.



NORTH ▲ SCALE: 1" = 30"

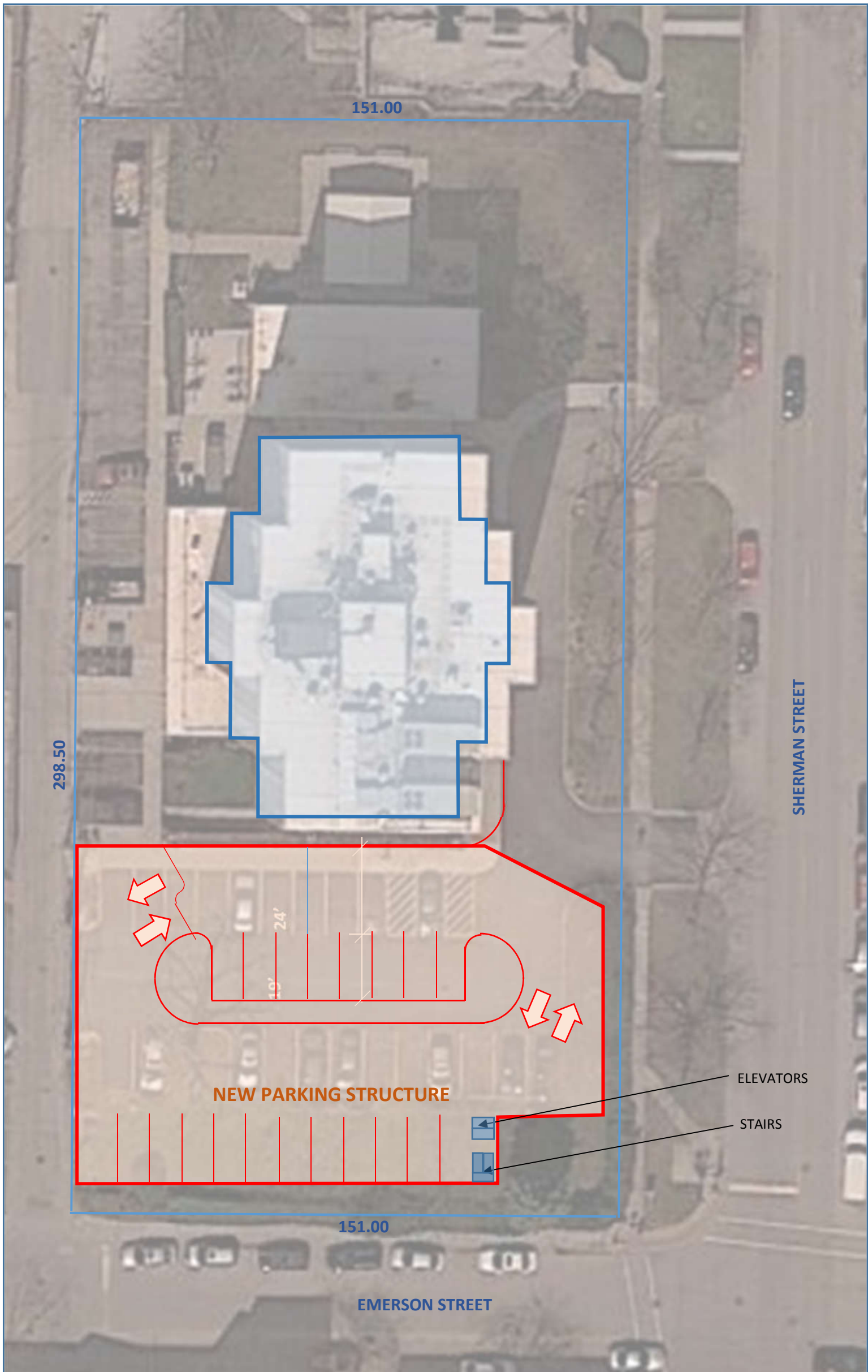
## GROUND FLOOR PLAN; DEVELOPMENT EXPANSION

JANE R. PERLMAN APARTMENTS  
1900 SHERMAN AVENUE, EVANSTON  
The Housing Authority of Cook County

### GROUND FLOOR DEVELOPMENT PROGRAM

NEW RETAIL SPACE:	4,050 SQUARE FEET
ENTRY LOBBY:	400 SQUARE FEET
PARKING ADDED:	21 SPACES
PARKING REMOVED:	22 SPACES

Prepared by: **Camiros** Chicago, Illinois  
April 20, 2018



NORTH ▲ SCALE: 1" = 30"

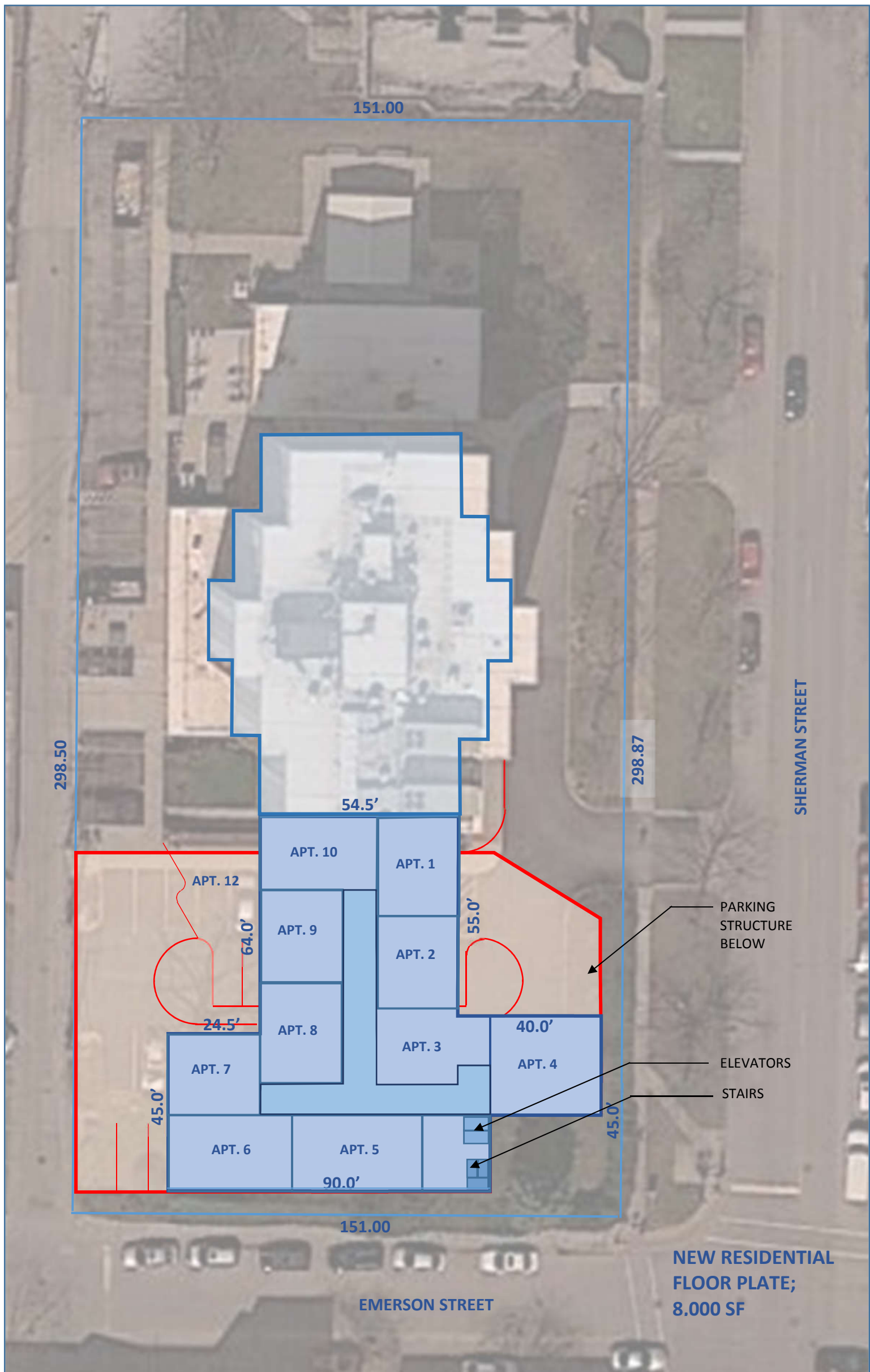
**2ND AND 3RD FLOOR PLAN;  
DEVELOPMENT EXPANSION**  
JANE R. PERLMAN APARTMENTS  
1900 SHERMAN AVENUE, EVANSTON  
Housing Authority of Cook County

**2<sup>nd</sup> and 3<sup>rd</sup> FLOOR DEVELOPMENT PROGRAM**

PARKING ADDED PER FLOOR:	20 SPACES
TOTAL PARKING 2 <sup>ND</sup> & 3 <sup>RD</sup> FLOORS:	40 SPACES
PARKING REMOVED:	0 SPACES

Prepared by: **Camiros** Chicago, Illinois  
April 20, 2018





NORTH ▲ SCALE: 1" = 30"

**TYPICAL FLOOR PLAN;  
FLOORS FOUR TO ELEVEN  
DEVELOPMENT EXPANSION**

JANE R. PERLMAN APARTMENTS  
1900 SHERMAN AVENUE, EVANSTON  
Housing Authority of Cook County

**DEVELOPMENT PROGRAM; FLOORS 4 - 11**

NEW APARTMENTS PER FLOOR:	10
TOTAL NEW APARTMENTS:	80

Prepared by: **Camiros** Chicago, Illinois  
April 20, 2018

The vertical alignment of the various program elements is key to a workable plan for expanded development, which is why three different floor plans are presented. The **ground floor plan** shows: a) the retail space along Emerson Street; b) how vehicular access to the new building will be provided; c) how access to upper story residential units will be provided via an entry lobby located along Sherman Avenue; and d) how vehicular access to the second and third floor parking spaces is provided. The **second and third floor plan** shows how structured parking can work within the small floor plate of the expansion area. Finally, the **floor plan for floors four through eleven** show how new apartments can be configured on the new building's floor plate to create new units comparable in size to the units in the existing building.

The schematic design is not offered as a proposal for expanded development. Rather, it is offered as evidence that the expansion area on the 1900 Sherman Avenue site is large enough and configured in a way that would allow for a reasonable program of new development. As noted, the most significant challenge to expanded development is the provision of adequate parking through construction of a parking structure. The schematic design illustrates a parking structure design that meets the horizontal space requirements and assumes ramps grades that also meet design norms. However, until the design of a parking structure is assessed by a qualified engineer, this aspect of feasibility remains in question.

The schematic design illustrates a development comprised of: a) a 5,000 SF retail space; b) a 400 SF ground floor residential entry lobby; c) a net gain of 45 parking spaces; and d) 88 new apartments ranging in size from 600 SF to 775 SF.

**Summary.** This feasibility assessment indicates that expanded development on the 1900 Sherman Avenue Property is potentially feasible and merits further study. The prospect of City of Evanston's approval of zoning changes needed for the development cannot be known in advance, but there have been recent zoning actions in the immediate area that suggest this may not be a problem. The physical configuration of a new building large enough to support a reasonable program of new housing has been demonstrated. The vertical integration of the design of the various floors has been demonstrated to show full accessibility and functionality. The design and cost of the parking structure is the most significant program element affecting the feasibility of expanded development.

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**

**BY AND BETWEEN**

**HOUSING AUTHORITY OF COOK COUNTY**

**AND (ARCHITECT'S NAME)**

This Agreement is made by and between the Housing AUTHORITY of Cook County, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and **(ARCHITECT'S NAME)**, hereinafter referred to as "ARCHITECT."

**RECITALS**

**WHEREAS**, AUTHORITY is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the Illinois Health and Safety Code commencing with Section 34200 et seq.;

**WHEREAS**, pursuant to the Health and Safety Code, AUTHORITY is authorized to make and execute Agreements and other instruments necessary or convenient to exercise its powers;

**WHEREAS**, ARCHITECT has the expertise, special skills, knowledge and experience to perform the duties set out herein and agrees to provide such services to AUTHORITY;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: ARCHITECT shall provide all services and other activities necessary to design and prepare construction documents ready to advertise and receive bids for the PROJECT in accordance with the terms of this Agreement as outlined and specified in Exhibit A, consisting of \_ pages, attached hereto and by this reference incorporated herein.

1.1. PRELIMINARY/SCHEMATIC DESIGN PHASE: The AUTHORITY shall provide the ARCHITECT with available record data for the site, however, ARCHITECT shall take initiative to research other AUTHORITY plan files and obtain prints of relevant documents additional site information as needed. The ARCHITECT shall meet with Illinois Housing Development Authority (IHDA), Cook County and City of Evanston departments, other regulatory agencies and jurisdictions, and stakeholders as necessary to gather relevant input regarding the PROJECT. Prepare a program addressing all architectural, civil, grading, structural, mechanical, plumbing, and electrical requirements. 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 administration and to comply with current program and cost limitations. The ARCHITECT shall revise these documents consistent with the requirements and criteria established by the AUTHORITY to secure AUTHORITY's written approval. Additionally, the ARCHITECT shall make an independent assessment of the accuracy of the information provided by the AUTHORITY concerning existing conditions.

1.2. DESIGN DEVELOPMENT PHASE: After receipt of written approval of Preliminary/Schematic Design Phase Documents, the ARCHITECT shall prepare and submit to the AUTHORITY Design Development Documents. The ARCHITECT shall revise these documents consistent with the requirements and criteria established by the AUTHORITY to secure the AUTHORITY'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 Architectural

- Site Plan
- Floor Plan -Roof/Ceiling Plan
- Exterior Elevations
- Building and Wall Sections
- Details

- o Civil Engineering Grading Plan

- o Structural Drawings

- Foundation Plan
- Framing Plan
- Foundations and Framing Details/Cross Sectional Drawings
- Structural Calculations

- o Electrical/Mechanical Plan

- o Plumbing Plan

- o Title 24 Energy Calculations

1.3. CONSTRUCTION DOCUMENT PHASE: After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the AUTHORITY to proceed with the preparation of Construction Documents the ARCHITECT shall also prepare and assemble all supplemental and technical specifications and Contract Documents to include in the Invitation for Bids. The ARCHITECT shall revise these Bidding, Construction and Contract Documents consistent with the procurement requirements and criteria established by the AUTHORITY.

1.4. FINAL PROJECT CONSTRUCTION COST ESTIMATE: Prepare and submit to the AUTHORITY for approval a written final Project Construction Cost Estimate upon 100 percent completion of Construction Documents. The Project Construction Cost Estimate shall be itemized including estimates



for deductive bid items, in conformance with the form of proposal intended for bidding purposes. In the event that bids are not solicited within 100 calendar days after the date ARCHITECT submits 100 percent complete construction documents and final project construction cost estimate to the AUTHORITY, the ARCHITECT shall upon written direction by the AUTHORITY revise his final Project Construction Cost Estimate so as to reflect any changes in price due to increase or decrease in construction costs.

1.5. CONSTRUCTION CONTRACT ADMINISTRATION: After execution of the Construction Contract, the ARCHITECT shall in a prompt and timely manner assist the AUTHORITY in administering the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The ARCHITECT shall endeavor to protect the AUTHORITY against defects and deficiencies in the execution and performance of the work. ARCHITECT shall attend pre-construction conference and dispute resolution conferences and other meetings when requested by the AUTHORITY. Provide periodic on-site observation visits by a representative of the ARCHITECT with the intention of assisting AUTHORITY in determining the General Contractor's and sub-contractor's compliance with the contract documents. Review and approve General Contractor's shop drawings and other submittals for conformance to the requirements of the contract documents. Review applications for progress payment by the General Contractor. Assist AUTHORITY in job meetings and record action in a set of minutes which are to be provided to the AUTHORITY. Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders. Make recommendations to AUTHORITY for solutions to special problems or changes necessitated by conditions encountered in the course of construction. Promptly notify AUTHORITY in writing of any defects or deficiencies in the work or of any matter of dispute with the General Contractor. Assist the AUTHORITY to negotiate, prepare cost or price analysis for and countersign change orders. Prepare a set of reproducible as-built drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings

and other data furnished by the contractor to the ARCHITECT. Upon completion of the project, develop, with the General Contractor, a final punch list of all times to be completed.

1.6. ARCHITECT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the PROJECT. ARCHITECT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. ARCHITECT further represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. ARCHITECT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: ARCHITECT agrees it will diligently and responsibly pursue the performance of the services required of it by this Agreement and will deliver the construction contract documents suitable for bidding within **(CALENDAR DAYS TO COMPLETE PROJECT)** of execution of this Agreement by all parties thereto unless extended upon mutual agreement or due to events beyond the control of the ARCHITECT.

3. COMPENSATION/PAYMENT:

3.1 The AUTHORITY will compensate ARCHITECT for all services rendered and costs incurred in accordance with the terms in Exhibit A. AUTHORITY shall pay ARCHITECT, upon his itemized statement (with backup documentation upon request), for completed and approved services under this Agreement in the various phases.

3.2 The Total amount of compensation paid to the ARCHITECT under this Agreement shall not exceed the sum of **(ACCEPTED TOTAL AMOUNT OF PROJECT)**, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services, subject to approval by the Board of Commissioners.

### 3.3 Summary of Services:

3.4 ARCHITECT shall invoice the AUTHORITY once services are rendered in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Authority shall not be liable for any interest or late charges in the performance of this Agreement.

4. ADDITIONAL SERVICES: The ARCHITECT shall not perform any additional services or incur additional expense without first receiving the express written consent to proceed from the AUTHORITY in the form of an amendment to this Agreement.

5. AMENDMENTS TO WORK PROGRAM: The Executive Director of AUTHORITY is authorized to approve and execute changes to the Agreement to the extent such changes do not cause the total Agreement to exceed \$75,000. Such changes shall be mutually agreed upon by and between the Executive Director and ARCHITECT and shall be incorporated in written amendments to this Agreement.

6. INDEPENDENT CONSULTANT: AUTHORITY retains ARCHITECT on an independent contractor basis. ARCHITECT is not, and shall not be considered to be in any manner, an employee, agent or representative of the AUTHORITY. Personnel performing the Services under this Agreement on behalf of ARCHITECT shall at all times be under ARCHITECT's exclusive direction and control. ARCHITECT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service(s) and as required by law. ARCHITECT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

7 INDEMNIFICATION AND HOLD HARMLESS: The ARCHITECT agrees to and shall indemnify and hold harmless the AUTHORITY, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents

and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of ARCHITECT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ARCHITECT is responsible, arising out of or from the performance of services under this Agreement.

As respects each and every indemnification herein ARCHITECT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by ARCHITECT, ARCHITECT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ARCHITECT'S indemnification to Indemnitees as set forth herein.

ARCHITECT'S obligation hereunder shall be satisfied when ARCHITECT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ARCHITECT'S obligations to indemnify and hold harmless Indemnitees from third party claims. Such interpretation shall not relieve the ARCHITECT from indemnifying the AUTHORITY to the fullest extent allowed by law.

8. INSURANCE: Without limiting or diminishing the ARCHITECT'S obligation to indemnify or hold the AUTHORITY harmless, ARCHITECT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As

respects to the insurance section only, the AUTHORITY herein refers to the Cook County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

8.1 Workers' Compensation: If the ARCHITECT has employees as defined by the State of California, the ARCHITECT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the AUTHORITY.

8.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of ARCHITECT's performance of its obligations hereunder. Policy shall name the AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

8.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ARCHITECT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

8.4 Professional Liability: Architect shall maintain Professional Liability Insurance providing coverage for the Architect's performance of work included within this Agreement, with a

limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Architect's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ARCHITECT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ARCHITECT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

8.5 General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Illinois and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The ARCHITECT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the Authority Legal Department before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the AUTHORITY, and at the election of the Authority's Legal Department, ARCHITECT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the AUTHORITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. ARCHITECT shall cause ARCHITECT's insurance carrier(s) to furnish the AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance

and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the AUTHORITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***ARCHITECT shall not commence operations until the AUTHORITY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d. It is understood and agreed to by the parties hereto that the ARCHITECT's insurance shall be construed as primary insurance, and the AUTHORITY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material

change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Authority Legal Department reasonable judgment, the amount or type of insurance carried by the ARCHITECT has become inadequate.

f. ARCHITECT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the AUTHORITY.

h. ARCHITECT agrees to notify AUTHORITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. GENERAL:

9.1 Any waiver by AUTHORITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AUTHORITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AUTHORITY from enforcement of the terms of this Agreement.

9.2 In the event the ARCHITECT receives payment under this Agreement which is later disallowed by AUTHORITY for nonconformance with the terms of the Agreement, the ARCHITECT shall promptly refund the disallowed amount to the AUTHORITY on request; or at its option the AUTHORITY may offset the amount disallowed from any payment due to the ARCHITECT.

9.3 ARCHITECT shall not provide partial delivery or shipment of services or



products unless specifically stated in the Agreement.

9.4 ARCHITECT shall not provide any services or products subject to any chattel mortgage or under a conditional sales Agreement or other agreement by which an interest is retained by a third party. The ARCHITECT warrants that it has good title to all materials or products used by ARCHITECT or provided to AUTHORITY pursuant to this Agreement, free from all liens, claims or encumbrances.

9.5 The AUTHORITY agrees to cooperate with the ARCHITECT in the ARCHITECT'S performance under this Agreement, including, if stated in the Agreement, providing the ARCHITECT with reasonable facilities and timely access to AUTHORITY data, information and personnel.

9.6 ARCHITECT shall comply with all applicable Federal, State and local laws and regulations. ARCHITECT will comply with all applicable AUTHORITY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the ARCHITECT shall comply with the more restrictive law or regulation.

9.7 ARCHITECT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

9.8 ARCHITECT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of Illinois (IL/DOL).

10. TERMINATION: AUTHORITY may, by written notice to ARCHITECT, terminate this Agreement in whole or in part at any time. Such termination may be for AUTHORITY'S convenience or because of ARCHITECT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of ARCHITECT to timely perform services pursuant to this Agreement. Termination for Convenience and Default (Cause) as detailed in Clause 3 of HUD 5370-C1 General Conditions for Non-Construction Contracts.

11. CONFLICT OF INTEREST: ARCHITECT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

12. ADMINISTRATION: The AUTHORITY Executive Director (or designee) shall administer this Agreement on behalf of AUTHORITY.

13. ASSIGNMENT: This Agreement shall not be assigned by ARCHITECT, either in whole or in part, without prior written consent of AUTHORITY. Any assignment or purported assignment of this Agreements by ARCHITECT without the prior written consent of AUTHORITY will be deemed void and of no force or effect.

14. NONDISCRIMINATION: ARCHITECT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

15. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

16. ELIGIBILITY: Services and benefits shall be provided by ARCHITECT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

17. LICENSE AND CERTIFICATION: ARCHITECT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

18. CONFIDENTIALITY: ARCHITECT shall observe all Federal, State and

AUTHORITY regulations concerning confidentiality of records. ARCHITECT shall refer all requests for information to AUTHORITY.

19. OWNERSHIP OF DOCUMENTS:

19.1. AUTHORITY acknowledges that ARCHITECT's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by ARCHITECT, they nonetheless shall in this instance become upon their creation the property of AUTHORITY whether the PROJECT is constructed or not. The AUTHORITY may use the design documents and the designs depicted in them without ARCHITECT's consent in connection with the PROJECT or other AUTHORITY projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the PROJECT(s). Any reuse of the documents by AUTHORITY without the written consent of AUTHORITY shall be at AUTHORITY's sole risk and without liability or legal exposure to ARCHITECT, and AUTHORITY shall indemnify and hold AUTHORITY harmless from any claims or losses arising out of such use of the design documents by AUTHORITY.

19.2. Upon completion of each of the Phases described in Exhibit "A," ARCHITECT shall furnish to AUTHORITY two (2) copies of all documents for that phase. Upon approval thereof by AUTHORITY, ARCHITECT shall furnish one (1) reproducible set along with a CD in AutoCAD and/or PDF of construction documents.

20. JURISDICTION AND VENUE: This Agreement is to be construed under the laws of the State of Illinois. The parties agree to the jurisdiction and venue of the Superior Court for the Cook County, State of Illinois.

21. MEDIATION: ARCHITECT and AUTHORITY agree that in the event of any controversy or dispute between AUTHORITY and ARCHITECT arising out of this Agreement, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise, which are not

adequately addressed by the AUTHORITY's informal and formal dispute resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select a mediator acceptable to ARCHITECT and AUTHORITY. The mediation shall take place in the Cook County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither AUTHORITY nor ARCHITECT will waive their rights to bring the appropriate legal action in a court of competent jurisdiction within the Cook County.

22. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. COUNTERPARTS: This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

24. ENTIRE AGREEMENT: This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

25. SURVIVABILITY OF TERMS: Provisions of this Agreement that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.

26. MISCELLANEOUS: As used in this Agreement, the term ARCHITECT also includes Architect's owners, officers, employees, representatives and agents.

27. EXHIBITS: The Agreement Documents means and includes, without limitation, all of the following which are incorporated herein by this reference and are made a part of this AGREEMENT as if fully set forth herein. The Agreement Documents consist of the following

component parts:

27.1. Exhibit A: Scope of Services

28. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Richard J. Monocchio

(ARCHITECT SIGNEE'S NAME)

Housing Authority of

(ARCHITECT'S NAME)

Cook County

(ADDRESS)

175 West Jackson Blvd.

(CITY, STATE, ZIP CODE)

Chicago, Illinois 60604

(signatures on next page)

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

By: \_\_\_\_\_  
(Signature)

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

License #: \_\_\_\_\_

**Housing Authority of Cook County**

By: \_\_\_\_\_  
Richard J. Monocchio, Executive Director

**A. SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE**

**Please provide, in a separate document labeled ‘Statement of Section 3 Compliance’ how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.**

**SECTION 3 CLAUSES**

- 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 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 labour organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labour organization or worker’s 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 applicant 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 Services 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 Subcontractor 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, where not filled to circumvent the Contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD 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. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Further information may be found on the U.S. Department of Housing and Urban Development’s website at [www.hud.gov](http://www.hud.gov) and in the Code of Federal Regulations (24 CFR Part 135).**

**SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM**

**Instructions: This form is to be completed by the Proposer as statement of self-certification of MBE/WBE Participation under this Contract.**

**9. SMALL BUSINESS PARTICIPATION**

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

Yes  No  N/A

**10. MINORITY BUSINESS PARTICIPATION**

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

Yes  No  N/A

**MINORITY TYPE:**

- African American
- Native American
- Hispanic
- Asian
- Other: \_\_\_\_\_
- Female African American
- Female Native American
- Female Hispanic
- Female Asian
- Female White American

If "No", are any Subcontractors classified as Minority Business Enterprises?

Yes  No  N/A

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

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	\$ _____	_____ %

**11. WOMEN-OWNED BUSINESS PARTICIPATION**

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369C?

Yes  No  N/A

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

Yes  No  N/A

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

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	\$ _____	_____ %



**MBE/WBE SUBCONTRACTOR AFFIDAVIT**

**Instructions: This form is to be completed by MBE/WBE Sub Contractors being proposed for participation under this Contract.**

**Specification Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes  No   
WBE: Yes  No

Name of Prime Contractor – To: \_\_\_\_\_

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated \_\_\_\_\_.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described goods and/or services are offered for the following price and described terms of payment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

if more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within three (3) business days of receipt of a signed contract from HACC.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

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**SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM**

**Instructions: This form is to summarize all MBE/WBE firms proposed for participation under this Contract whether directly or indirectly utilized.**

**Specification Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**State of** ( \_\_\_\_\_ )

**County (City) of** ( \_\_\_\_\_ )

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
(Name of Contractor)

**and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE participation of this contract.**

**All MBE/WBE firms included in this plan are currently certified as such (Letters of Certification Attached).**

**Direct Participation of MBE/WBE Firms**

**(Note: The Contractor will, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)**

**If Contractor is a certified MBE or WBE firm, attach copy of current Letter of Certification. (Certification of Contractor as a MBE satisfies the MBE participation only. Certification of Contractor as a WBE satisfies the WBE participation only.)**

**If Contractor is a joint venture and one or more joint venture partners are certified MBEs and WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.**

**MBE/WBE Subcontractors/Suppliers/Consultants:**

**Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Dollar Amount Participation:** \$ \_\_\_\_\_

**Percentage Amount of Participation:** \_\_\_\_\_ %

**Affidavit of Subcontractor attached? Yes  No \***

Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percentage Amount of Participation: \_\_\_\_\_ %  
Affidavit of Subcontractor attached? Yes  No \*

Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percentage Amount of Participation: \_\_\_\_\_ %  
Affidavit of Subcontractor attached? Yes  No \*

Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percentage Amount of Participation: \_\_\_\_\_ %  
Affidavit of Subcontractor attached? Yes  No \*

Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percentage Amount of Participation: \_\_\_\_\_ %  
Affidavit of Subcontractor attached? Yes  No \*

Attach additional sheets as needed.

\* All Affidavits of Subcontractors and Letters of Certification not submitted with proposal must be submitted so as to assure receipt by the Contracting Official within three (3) business days after receipt of proposal.

**Indirect Participation of MBE/WBE Firms**

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE participation has not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

**MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:**

**Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Dollar Amount Participation:** \$ \_\_\_\_\_

**Percentage Amount of Participation:** \_\_\_\_\_%

**Affidavit of Subcontractor attached?** Yes  No \*

**Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Dollar Amount Participation:** \$ \_\_\_\_\_

**Percentage Amount of Participation:** \_\_\_\_\_%

**Affidavit of Subcontractor attached?** Yes  No \*

**Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Dollar Amount Participation:** \$ \_\_\_\_\_

**Percentage Amount of Participation:** \_\_\_\_\_%

**Affidavit of Subcontractor attached?** Yes  No \*

**Name of MBE/WBE:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Dollar Amount Participation:** \$ \_\_\_\_\_

**Percentage Amount of Participation:** \_\_\_\_\_%

**Affidavit of Subcontractor attached?** Yes  No \*

**Attach additional sheets as needed.**

**\* All Affidavits of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.**

**Summary of MBE/WBE Firms Proposed**

**MBE Direct Participation**

<b>MBE Firm Name of Participation</b>	<b>Dollar Amount of Participation</b>	<b>Percent Amount of Participation</b>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation:</b>	\$ _____	_____ %

**MBE Indirect Participation (from Section II):**

<b>MBE Firm Name of Participation</b>	<b>Dollar Amount of Participation</b>	<b>Percent Amount of Participation</b>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation:</b>	\$ _____	_____ %

**WBE Direct Participation:**

<b>WBE Firm Name of Participation</b>	<b>Dollar Amount of Participation</b>	<b>Percent Amount of Participation</b>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct WBE Participation:</b>	\$ _____	_____ %

**WBE Indirect Participation (from Section II):**

<b>WBE Firm Name of Participation</b>	<b>Dollar Amount of Participation</b>	<b>Percent Amount of Participation</b>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect WBE Participation:</b>	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

\_\_\_\_\_  
Signature (Date)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name(s) of person(s))  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Notary Public Signature: \_\_\_\_\_ (Seal)

Commission Expires: \_\_\_\_\_

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

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

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

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

## INDIVIDUAL AGENCY INSTRUCTIONS

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

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

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

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

**Firm:** Defined in FAR 36.102.

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

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

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



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Section C. Proposed Team.

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section G. Key Personnel Participation in Example Projects.**

**Section H. Additional Information.**

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

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

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

**Section I. Authorized Representative.**

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

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

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

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

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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

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**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

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31. SIGNATURE

32. DATE

33. NAME AND TITLE



# Certifications and Representations of Offerors

## Non-Construction Contract

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/offers 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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

\_\_\_\_\_  
Typed or Printed Name:

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

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

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

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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