



MARION COUNTY HOUSING AUTHORITY

REQUEST FOR PROPOSALS

CONSULTANT OF RECORD (COR) TO PROVIDE ARCHITECTURAL SERVICES ON A CONTINUING SERVICE BASIS

RFP No. 2023-01P

Release Date: June 23, 2023

Closing Date & Time: July 31, 2023

Point of Contact: Merrie Neely
procure@mchaor.org

Submit Proposals to: Housing Agency Marketplace
<https://ha.internationaleprocurement.com/>

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REQUEST FOR PROPOSALS (RFP) NUMBER: 2023-01P

Marion County Housing Authority Housing Authority

CONSULTANT OF RECORD (COR) FOR ARCHITECTURAL SERVICES ON A CONTINUING SERVICE BASIS

INTRODUCTION

The Marion County Housing is seeking proposals from qualified proposers to aid in the improvement of Housing Authority owned, operated and/or managed properties. The selected architect(s) may utilize outside consultants to aid in the design for areas outside of normal architecture i.e. using a structural engineer to aid in designs. Note: This is a Qualifications Based Selection (QBS) pursuant to ORS 279C.110.

Projects may be numerous and varied throughout the year, or no assignments may be made.

Proposals will be received until, but not after 3:00 p.m. (local time), July 31, 2023. Proposals will only be accepted electronically thru the Housing Agency Marketplace:

<https://ha.internationaleprocurement.com/>

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time of July 31, 2023 at 3:00 PM (local time). Marion County Housing Authority strongly recommends that you give yourself enough time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission.

Marion County Housing Authority accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each Proposal is instantly sealed and will only be visible to Marion County Housing Authority after the closing date and time.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

You will receive an email confirmation receipt once you finalize your submission.

Attached is the Marion County Housing Authority Vendor Registration Instructions for the Housing Agency Marketplace. (Appendix D)

Prospective Proposers may obtain these solicitation documents by registering on the Housing Agency Marketplace website and downloading them. Proposers shall consult the Housing Agency Marketplace system regularly until closing date and time to avoid missing any notices. To register on

Housing Agency Marketplace, go to:

https://ha.internationaleprocurement.com/registration/vendor/vendor_signup.html

Marion County Housing Authority shall advertise all Addenda on the Housing Agency Marketplace. Prospective proposers are solely responsible for checking the Housing Agency Marketplace to determine whether any Addenda have been issued. RFP documents will not be mailed to prospective proposers.

Marion County Housing Authority will be the sole judge in determining award of Agreement and reserves the right to reject all Proposals.

Human Rights: It is the express policy of Marion County Housing Authority that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identify or source of income as provided by Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful Proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Proposer of the successful Proposer's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

Note: Errors and Omissions Liability Insurance Coverage will be required.

Marion County Housing Authority is an Equal Employment Opportunity employer.

Questions regarding Marion County Housing Authority's RFP process may be addressed to Merrie Neely, Procurement Coordinator, who may be reached at (503) 798-4170, or by email at procurement@mchaor.org during normal business hours.

FIRST DATE OF SOLICITATION: June 23, 2023 **REQUEST FOR PROPOSAL NUMBER:** 2023-001HA
REQUEST FOR PROPOSAL CLOSING: July 31, 2023 at 3:00 pm (Local Time)

RFP # 2023-01P

Marion County Housing Authority

Consultant of Record (COR) To Provide Architectural Services on a Continuing Service Basis

SECTION 1: GENERAL INFORMATION

1.1 Consultant Services

Marion County Housing Authority is seeking proposals to hire up to three (3) Consultants of Record (COR) to provide professional services on a continuing service basis for architectural services. Services will be provided under a renewable annual contract with up to a maximum of four (4) additional one (1) year renewal periods. Under these contracts, work will be assigned on a project-by-project basis. It is anticipated this method of procurement may be used to provide technical expertise not possessed by Marion County Housing Authority staff as needed for various assignments. There are no predetermined, known project assignments at the time of the RFP. Some of this work may be federally funded.

1.2 Qualification Based Selection (QBS)

Marion County Housing Authority, via this competitive RFP process, intends to select up to three (3) Proposers to be named as the Consultants of Record (COR). Marion County Housing Authority, in its sole discretion, may select more or fewer Proposers based on the number of Proposals submitted and the results of the evaluations. If the estimated fee of an individual project assignment is under \$100,000.00, the project assignment may be by direct appointment to one of the qualified CORs. The Marion County Housing Authority, in its sole discretion, shall directly appoint the COR that is the most qualified and the best fit for the individual project assignment. If the estimated fee of an individual project assignment is between \$100,000.00 and \$250,000.00, the project assignment shall be made using an informal RFP process from the qualified CORs established by this RFP.

1.3 No Guarantee

There will be no guarantee as to the amount of work or size of any project assignment, if any, that a COR may be given under these contracts.

1.4 Project Dollar Limits

The annual contract maximum and individual project maximum dollar limits are shown in the table in Subsection 1.5.

1.5 Categories and Maximum Contract Amounts

Category of Service	Annual Contract Maximum	Individual Project Maximum
Architectural Services	\$500,000.00	\$250,000.00

RFP Reference Number: 2023-001HA

1.6 Rate Increases

The contracts will include set hourly rate schedules for the term of the contract set by each firm's proposal response to this RFP. Rates may be increased as approved by Marion County Housing

Authority, for each annual contract renewal, at a rate no greater than the inflationary rate for the preceding contract year (January 1 to December 31) as calculated by the Consumer Price Index for West for All Urban Consumers (CPI- U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Proposers must request increases at the time of contract renewal.

1.7 Direct Expenses

Travel: Travel expenses are allowable only if authorized by Marion County Housing Authority, are essential to the work, and directly related to the work. All travel shall be conducted in the most efficient and economical manner that results in the best value for Marion County Housing Authority. Travel, lodging, and per diem rates referenced in this section shall not be exceed the maximums set forth by going to <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Personal expenses shall not be authorized at any time.

Mileage: Mileage will not be reimbursed for trips less than 70 miles one-way. For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, all mileage approved by Marion County Housing Authority will be reimbursed according to the rates set forth by the Internal Revenue Service at <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020> that are in effect on the date when the travel occurs.

SECTION 2: SCOPE OF REQUESTED SERVICES

2.1 General Information

The COR shall provide technical services on an “assignment by assignment” basis and for a “not to exceed” fee based on the established rates for the contract. Marion County Housing Authority makes no guarantee as to the volume of work, if any, that will be assigned in any given contract year. Generally, services shall include but not be limited to, the general scope as shown in Subsection 2.4.

2.2 Project Assignment

All project assignments for projects with an estimated fee of under \$100,000.00 shall be based on the negotiated scope of work after direct appointment to a qualified COR. All project assignments for those projects with an estimated fee of between \$100,000.00 and \$1,000,000.00 shall be based on the written, signed project proposals received after Marion County Housing Authority’s issuance of an informal RFP. All project proposals shall be delivered to Marion County Housing Authority within forty-eight hours after issuance of the informal RFP. All project proposals shall include, at a minimum, the following: all key resources the Proposer will commit to the project, the availability of those key resources, the Proposer’s approach to the project, a detailed description of the scope of the project and breakdown of the hours required for the project and the Proposer’s schedule for completion of the project. Marion County Housing Authority reserves the right to request any additional information it deems relevant, in its sole discretion, to a specific project in its informal RFP.

Marion County Housing Authority will negotiate all project assignments with the selected Proposer(s). Marion County Housing Authority will, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if Marion County Housing Authority and the Proposer are unable, for any

reason whatsoever, to reach an agreement on a project assignment within a reasonable amount of time. Marion County Housing Authority may thereafter negotiate with the second most qualified Proposer, and so forth, until an agreement has been reached, or Marion County negotiation process.

2.3 Consultant's Contact Person

The COR shall designate a key staff person to be Marion County Housing Authority's primary contact for the duration of the annual contract. Substitution of these persons shall be by written request and subsequent approval by Marion County Housing Authority. Marion County Housing Authority expects the COR to maintain the same project manager and key team members through the duration of the project. Marion County Housing Authority reserves the right to accept or reject requests by the COR to change the team during the project.

2.4 General Scope and Minimum Qualifications

The Marion County Housing Authority (MCHA) was established in 1969 and has a long history of providing low-income housing throughout Marion County, Oregon. MCHA provides housing assistance to rural communities in Marion County outside of the urban growth boundaries of the cities of Salem and Keizer. MCHA's mission is to make Marion County a better place to live by developing, administering, and maintaining safe, decent, affordable housing for its citizens.

One way that MCHA provides housing assistance to the public in need is through the 270 housing units that are owned and managed by MCHA. The need to provide high quality housing to residents and the age of many of the properties necessitate constant physical improvements. Some areas of the physical improvements include building systems, structural, landscaping, and architectural appeal. The wide range of physical improvements necessitates having a versatile design professional to aid in the design and implementation of the physical improvements. As well as existing housing communities, MCHA is continuously seeking opportunities to develop new affordable housing within its jurisdiction.

The scope of services to be provided by the COR, is intended to be focused on but not limited to residential design. The requested services will include the following:

Prepare drawings and specifications for:

- Various residential and commercial remodeling projects
- New Community Rooms
- New multifamily, senior, and disabled housing
- Construction Documents
- Architectural details
- Floor plan changes
- Landscaping improvements
- Parking Improvements
- Mechanical Improvements
- Playground Improvements
- Utility Improvements
- Feasibility Studies

- Full Scale Building Renovation
- Provide designs and recommendations to achieve the best value
- Construction inspections
- Progress Reports
- Walkthroughs / Punchlists
- Interfacing with contractors and subcontractors
- Recommendations on design changes
- Evaluating contractor requests
- Review pay requests and change orders
- Provide construction management and testing services upon request
- Provide designs to meet ADA, 504, and Accessibility guidelines
- Provide designs in compliance with the HUD rehabilitation guide
- Provide cost estimates
- Provide designs within total project budget
- Provide services to obtain proper zoning for proposed projects
- Provide structural evaluation services
- Provide services to aid in developing facility life cycle and maintenance plans
- Provide Environmental evaluation
- Provide Land Surveys and Real Estate Appraisal
- Provide Land Use Consulting
- And other architectural services as defined in Oregon Revised Statutes (ORS) 671.010 to 671.220.

All designs and services must be in strict accordance with all applicable federal, state, and local rules and regulations. In addition, all projects funded by the U.S. Dept. Of Housing and Urban Development (HUD) shall follow all applicable HUD rules, regulations, and guidelines.

Drawings and Specifications prepared for Marion County Housing Authority shall not expressly or implicitly require any product by brand name or mark unless followed by the following language: “or approved equal”.

Drawings and Specifications shall be prepared in AutoCad 2008 or newer. On certain projects may be required to use REVIT 2008 or newer. Drawings on some projects may be required in pdf format. All Drawings and Specifications shall be submitted to MCHA in electronic format, and a “hard copy”, when requested by MCHA.

Specifications shall be in CSI format 2004 (50 Division).

All electronic submissions shall be in a form compatible with MCHA and as designated by MCHA.

Minimum Qualifications

The following are the minimum qualifications that must be possessed by the Proposer:

- Direct participation as a lead member on a federally funded project.

- Direct experience in dealing with governing bodies to obtain zoning approvals such as conditional use permits and zone changes.
- Direct experience in conducting public training and hearings as part of a large-scale project.
- Direct experience with obtaining cost estimates on publicly funded projects.
- Direct experience with design, development, and redevelopment of multi-family housing sites.
- Direct experience with HUD’s “Universal Design”, adaptable design, ADA regulations, sustainable design, and other applicable design criteria.
- Direct experience with HUD’s “Fair Housing and Equal Opportunity” regulations.
- Direct experience with Energy Star or approved equal efficient design practices that will conserve energy and decrease operating costs.
- Direct experience with surveying, inspecting and evaluating housing units, and various other structures.
- Direct experience in developing comprehensive revitalization plans that show excellence in design and incorporate the following:
 - a. Site plans that are compact, pedestrian friendly, with an interconnected network of streets and public open space;
 - b. Proposed housing, community facilities, and economic development facilities that is thoroughly integrated into the community through the use of local architectural tradition, building scale, grouping of buildings, and design elements.
 - c. Enhancements to the natural environment.

The COR shall appoint a key staff person with LEED AP to be MCHA’s contact for the duration of this contract. Substitution of this person shall be by written request and subsequent approval by MCHA.

The Marion County Housing Authority expects the Consultant to maintain the same project manager and key team members through the duration of the project. MCHA reserves the right to accept or reject requests by the Consultant to change the team during the project.

The COR will be required to provide applicable licenses, bonding, and insurance for all subconsultants before services are rendered.

The COR may and should be prepared to if required by MCHA to pay all employees and subconsultants at least the Davis Bacon minimum for design professionals, if required due to the presence of Federal Funding in a particular project. The Davis Bacon minimum wage shall be re-established on an annual basis prior to contract renewal.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 Organization of the Proposal

Proposers must organize and present their proposal materials in the same order as presented below and include page numbers. Proposals received without following this format or received after the deadline and stated place of delivery, may be rejected as non-responsive.

The proposal shall include, as a minimum, the following items:

- A. **Cover Letter:** A cover letter indicating your understanding and compliance of the services as specified in the Section 2.4, General Scope and Minimum Qualifications, to be performed and the approach to provide these services to meet the needs of MCHA. Signatory of this letter shall be authorized to contractually bind you to a contract with MCHA.
- B. **Licensing:** Copy of firm's active license to practice architecture per ORS 671.010.
- C. **Regulatory:** Proposer Information and Certification Sheet and HUD Section 3 form completed and returned. (See Appendix B & Appendix C, Federal Forms).
- D. **Organization Structure:** Brief summary of your organization, structure, and size. Specifically include a brief description of your available in-house areas of expertise, graphic and Computer Aided Design (CAD) or CADD, drafting capabilities, Building Information Modeling (BIM), and a list of your subconsultants who may be called on. Indicate which of your staff will be assigned to this contract as needed.
- E. **Qualifications of Firm's Staff:** Provide resume(s) with qualifications and experience of the individual(s) who will provide services to the MCHA in compliance with Section 2.4 General Scope and Minimum Qualifications. If using subconsultants, provide resume(s) of who will be providing services to MCHA. Describe specifically the number of years of experience they have in performing work substantially the same as that needed by MCHA and summarize their qualifications. [Summarize specifically any experience individuals within your firm and the subconsultants may have with MCHA and HUD design and construction standards, codes, policies, and procedures as well as LEED Project experience and accreditation]. Indicate the percentage of time the individuals would have to devote to MCHA projects.
- F. **Public Contracting Approach:** Provide a brief description of your approach to a typical public contract, presentations to Government staff, such as County Commissioners and/or City Councils, and coordination with other jurisdictions including regulatory agencies and school boards. Describe your firm's approach and commitment to sustainable design.
- G. **Mobilization:** Provide a statement of the ability of your firm to quickly respond to MCHA needs. Include in the statement that your firm will accommodate construction meetings within 48 hours, and design meetings within 72 hours of request. Specifically address how staff will be mobilized with very short notice to provide these services.
- H. **References:** A list of clients with telephone numbers that may be contacted for no more than five projects performed within the last five years by your firm or by the individuals that are closely related to those described in Section 2.4: General Scope.

SECTION 4: PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Evaluation Criteria

Although cost of services is important, Marion County Housing Authority will not necessarily select the lowest cost proposal for the award. Marion County Housing Authority reserves the right to award a contract based on initial proposal submittals or, at the sole discretion of Marion County Housing Authority, to conduct interviews with any or all Proposers. In addition to submitted proposal information, Marion County Housing Authority reserves the right to use any information that it is aware of, independent of the submitted proposals, in determining consideration of contract award.

Marion County Housing Authority will not pay for any costs incurred by Proposer in responding to this RFP to include costs to the Proposer to conduct interviews and presentations.

The evaluation criteria to be used for this RFP are summarized below:

The Marion County Housing Authority will evaluate proposals based on written proposals (50 points), and interviews/reference checks (30 points) for a total possible 80 points.

Initial Ranking:

1. Each of the items 5.2 D-G shall be evaluated by the review committee and assigned numerical ratings totaling 50 points as outlined in the table below. Evaluations shall be based on the ability of the Proposer to meet the needs of MCHA as determined by the committee.

Evaluation will be based on which Proposer provides the best value to MCHA. Initial selections will be based on the total numerical scores of the following criteria: (possible 50 points).

Criteria	Maximum Points
3.1A Cover Letter	Pass/Fail
3.1B Licensing	Pass/Fail
3.1C Regulatory Section 3 Form - Completed	Pass/Fail
3.1D Organization Structure	10
3.1E Qualifications of Firm's Staff	30
3.1F Public Contracting Approach	5
3.1G Mobilization	5
<i>Total Maximum Points Possible for Initial Selections</i>	<i>50</i>

4.2 Final Scoring:

The selection committee will then interview and check the references of up to four (4) Proposers as determined by the numerical ranking assigned to the proposals.

1. **Interviews:** The interviews of the Finalists will be comprised of three (3) parts as follows:
 - a. General introductions and background (not scored)
 - b. A presentation by the Proposer of 30 minutes or less outlining the Proposers expertise, resources, ability and proposed approach to the potential work as outlined in the RFP.
 - c. A scenario question. For example, “Describe your firm’s approach to sustainable design.”

Finalists will be awarded up to 20 points based on their ability to meet the needs MCHA as demonstrated in the interview process.

References: (Section 3.1H)

Finalists will be awarded up to 10 points based on their ability to meet the needs of MCHA as demonstrated in the reference checks.

Criteria	Maximum Points
1. Interviews	20
2. References	10
Total Maximum Points for Final Scoring	30

4.3 CONSULTANT SELECTION AND FEE NEGOTIATIONS

A. SELECTION

The final recommendation for selection will be made following the review and ranking of the written proposals, and any oral presentations by proposers. The selection committee shall recommend awarding a contract to the proposer(s) having the best overall qualifications to provide the services as set forth in this RFP.

B. FEE NEGOTIATIONS FOR PROJECT ASSIGNMENTS

Fee negotiations for project assignments will be conducted on a project-by-project basis.

SECTION 5: INFORMATION AND INSTRUCTIONS TO PROPOSERS

This section contains administrative and procedural information and instructions for preparation and submittal of the proposal. Note: This RFP process offers several opportunities for prospective Proposers to submit formal protests. Filing a protest with Marion County Housing Authority requires submitting \$500.00 with the formal written protest. Prospective Proposers and Proposers wishing to submit objections to or comments on RFP specifications of a non-protest nature, must submit them in writing to procure@mchaor.org. They must be received no later than July 17, 2020, at 3:00 p.m. (local time). There is no fee for filing objections to or comments on RFP specifications of this non-protest nature.

5.1 Anticipated Schedule (subject to change)

June 23, 2023.....Begin RFP Solicitation
 July 17, 2023 at 3:00 PM (local time).....Questions/Requests for Clarifications Due

July 21, 2023.....RFP Protest Period Ends
 July 31, 2023 at 3:00 PM (local time)RFP Closing Date
 August 2023.....Issuance of Notice of Intent to Award
 Ten (10) calendar days after Notice of Intent to Award.....Award Protest Period Ends
 August/September 2023.....Agreement Award (Anticipated Date)
 August 2023.....Notice to Proceed

5.2 Qualification Requirements

Each Proposer shall respond to the proposal requirements as presented in Section 3, Proposal Submittal Requirements, of this RFP. Proposals received without the required information may be rejected as being non-responsive.

Marion County Housing Authority shall have the right to disqualify any proposal because of the information gathered in its research.

5.3 Pre-Proposal Interpretation of RFP and Requested Changes

Technical questions relating to the requirement and scope of services of this RFP and/or the RFP process should be directed in writing to procure@mchaor.org

Any clarification or interpretation of the proposal documents will be made only by written notification. Marion County Housing Authority is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification.

Any person who contemplates submitting a proposal in response to this RFP and who wishes to have Marion County Housing Authority consider a change in any part of this RFP shall submit to the Procurement Coordinator of the Marion County Housing Authority a written request for a change or substitution no later than 3:00 p.m. (local time), July 17, 2023. The request shall include the proposed change and the reason for the change. Protest against award based on the scope of services or other content of this RFP will not be considered after this time. Changes to this RFP document shall only be by written addenda.

A copy of any written clarification, interpretation and addendum will be posted on The Housing Agency Market Place: <https://ha.internationaleprocurement.com/>

5.4 Protest of Solicitation Document and the Procurement Process

A prospective proposer may protest the procurement process or the solicitation document for an Agreement. A prospective proposer must deliver a written protest to the Procurement Coordinator at procure@mchaor.org no later than 3:00 p.m. (local time), July 21, 2023. The prospective proposers shall indicate the reasons for the disagreement through a written protest and shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

5.5 Execution of the Proposal

The proposal shall be executed in the name of the Proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held.

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the proposal is made by a Limited Liability Company (LLC), it shall be executed in the name of the LLC followed by the signature of the authorized member(s) or manager(s) authorized to sign for the LLC and the printed or typewritten designation of the office held in the LLC.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

5.6 Submission of Proposal

Proposals will be received until, but not after, 3:00 p.m. (local time), July 31, 2023.

Proposals will only be accepted electronically thru The Housing Agency Market Place.

Completed proposals must arrive electronically via The Housing Agency Market Place:

<https://ha.internationaleprocurement.com/>

NO LATE PROPOSALS WILL BE ACCEPTED.

Your proposal must be uploaded prior to the Closing Date and Time of July 31, 2023 at 3:00 PM (local time). Marion County Housing Authority strongly recommends that you give yourself enough time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission.

Marion County Housing Authority accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

Each Proposal is instantly sealed and will only be visible to Marion County Housing Authority after the closing date and time.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

You will receive an email confirmation receipt once you finalize your submission.

Need Help?

Please contact The Housing Agency Marketplace at support@internationaleprocurement.com or (866) 526-9266 for technical questions related to your submission.

Attached is the Marion County Housing Authority Vendor Registration Instructions. (Appendix D)

5.7 Response Date

To be considered for selection, proposals must arrive at the Contracts and Procurement Office in the manner and on or before the date and time specified in this RFP. Proposers mailing responses shall allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals or addressed to an office other than that of the Contracts and Procurement Office, will not be considered and will be returned to the Proposer(s) unopened. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer(s). Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

5.8 Withdrawal of Proposal

Proposer(s) may withdraw their proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the Contracts and Procurement Office. To be effective, the withdrawal must be received prior to closing date and time. The Proposer or Proposer's authorized representative may withdraw their proposal by appearing in person before the Contracts and Procurement Manager prior to closing date and time, with presentation of appropriate identification and evidence of authority to make the withdrawal satisfactory to the Contracts and Procurement Manager. The Proposer shall mark a written request to withdraw its proposal as follows: "Proposal Withdrawal - RFP #2023-001HA."

5.9 Notice to Proceed

The successful Proposer(s) may be given ten (10) calendar days to execute the Agreement and return it to Marion County Housing Authority. Contractual work may not begin until the notice to proceed has been issued. The notice to proceed will be issued after execution of the Agreements by Marion County Housing Authority. The notice to proceed will authorize commencement of the work based on the Agreement.

5.10 Rights of Housing Authority to Award or Reject Proposals

This RFP does not commit Marion County Housing Authority to award or enter into an Agreement. Under no circumstances will Marion County Housing Authority pay the costs incurred in the preparation of a response to this RFP. Marion County Housing Authority reserves the right to:

- Accept or reject any or all proposals or any portion thereof received because of this RFP.
- Negotiate with any Proposer(s).
- Accept a proposal and subsequent offers for Agreement from other than the lowest cost proposed.
- Waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer(s).
- In determining the most responsive proposer, take into consideration any or all information supplied by the proposer in the proposal and Marion County Housing Authority's investigation into the experience of the Proposer. In addition, Marion County

Housing Authority may accept or reject proposals based on minor variations from the stated scope of services and when such action is deemed to be in Marion County Housing Authority's best interest.

- Negotiate a final scope and price with the selected proposer that may differ in some respects from this RFP.
- To seek clarifications of each proposal.
- If proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposal as may be required.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of Marion County Housing Authority.
- To negotiate a final Agreement that is in the best interest of Marion County Housing Authority.

5.11 Contract Administrator

The Contract Administrator is Jason Icenbice. All questions relating to the RFP process should be directed in writing to Merrie Neely, Procurement Coordinator, email address: procure@mchaor.org

5.12 Economy of Proposal Preparation

Proposals should be prepared simply and economically, by providing a straightforward, concise description of the Proposer's capabilities related to specified elements units or services. Proposals should not include any information not specifically identified or specified as a required response.

5.13 Addenda

In the event that it becomes necessary to revise any part of this RFP, addenda will be posted on the Housing Agency Marketplace. Prospective proposers are solely responsible for checking the Housing Agency Marketplace to determine whether any addenda have been issued. Marion County Housing Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than five (5) County business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and SHALL BE SUBMITTED with the proposal. Proposals received without properly signed addenda may be considered non-responsive.

5.14 Protests of Addenda

A prospective Proposer may submit a written protest to an addendum within forty-eight (48) hours by the close of Marion County Housing Authority's next business day after issuance of the addendum. The written protest shall (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) Identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. Marion County Housing Authority will not consider a protest to matters not added or modified by the protested addendum. Written protests to addenda shall be delivered to Marion County Housing Authority's Office at 2645 Portland Rd. NE, Suite 200, Salem, Oregon 97301.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

5.15 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in an Agreement may result in cancellation of the award.

5.16 Public Records and Confidentiality of Proposal

This RFP and one copy of each original response received, together with copies of all documents pertaining to the selection of the successful Proposer and execution of a copy of the executed agreement, shall be kept for Marion County Housing Authority by the Contracts and Procurement Office for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

Public Records. By submitting a proposal, the Proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.513. The Proposer are responsible for becoming familiar with and understanding the provisions of the Public Records Law.

Note: Under no circumstances will any proposal information be disclosed by the Contracts and Procurement Office prior to receiving a written recommendation to award from the Department Head.

5.17 Human Rights

It is the express policy of Marion County Housing Authority that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Title VI of the Civil Rights Act of 1964 and other federal and state non-discrimination laws.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful Proposer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Proposer of the successful Proposer's obligations under this Agreement.

5.18 Discrimination in Subcontracting Prohibited

Proposer agrees not to discriminate against disadvantaged business enterprise, a minority- owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

5.19 Notice of Intent to Award

All responsive and evaluated Proposers to this RFP will be notified of Marion County Housing Authority's intent to award an Agreement not less than seven (7) days prior to award. Marion County Housing Authority will issue a notice of intent to award based on the results of its evaluation process. The notice of intent to award will be posted on ORPIN only.

5.20 Protest of Intent to Award

A Proposer may protest the award of the Agreement or the intent to award such Agreement, whichever occurs first, if the Proposer claims to have been adversely affected or aggrieved by the selection of a Proposer. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirements of this RFP or because the highest ranked proposers otherwise are not qualified to perform the services described in this RFP. The Proposer must deliver the written protest to Marion County Housing Authority's Office at 2645 Portland Rd. NE, Suite 200, Salem, Oregon 97301, within seven (7) days after issuance of the notice of intent to award the Agreement or if no notice of intent to award is issued, within forty-eight (48) hours after award. A Proposer's written protest shall specify the grounds for protest to be considered by Marion County Housing Authority pursuant to ORS 279B.410(2). Marion County Housing Authority shall not consider a proposer's award protest submitted after the above timeline.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

5.21 Incurred Costs

Neither Marion County Housing Authority, nor its officers, agents, or employees are liable for any cost incurred by Proposer(s) prior to issuance of an agreement, or purchase order. All prospective Proposer(s) who respond to this RFP do so solely at the Proposer's cost and expense.

5.22 No Warranty

All facts and opinion stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

5.23 Statement of Time

A period of time, unless stated as a number of business days, shall include Saturdays, Sundays, and holidays.

The word "day" as used in this RFP document, and any resulting Agreement awarded as a result of this process, shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a time period is identified by days, it is computed by excluding the first day and including the last day. When the last day falls on a Saturday, Sunday, or County holiday, that time period shall extend to the next County business day.

5.24 Right to Audit

The successful Proposer shall maintain financial records and other records as may be prescribed by Marion County Housing Authority or by applicable federal and state laws, rules, and regulations. The successful Proposer(s) shall retain these records for a period of five (5) years after final payment, or until they are audited by Marion County Housing Authority, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent five-year period for examination, transcription, and audit by Marion County Housing Authority, its designees, or other authorized bodies.

5.25 Accept or Reject Proposals

Marion County Housing Authority reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to Marion County Housing Authority if Marion County Housing Authority determines it is in the public interest to do so.

5.26 Additional Information

Marion County Housing Authority reserves the right to request additional information following their initial review of the proposal documents that Marion County Housing Authority deems reasonably necessary to evaluate, rank, and select the most qualified Proposer(s). Marion County Housing Authority staff may conduct a review and verification of confidential information with staff and consultants.

5.27 Right to Modify Process

Marion County Housing Authority reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The Procurement Coordinator will take reasonable steps to ensure that any modification or clarification to this RFP are posted on the Housing Agency Marketplace.

5.28 Debarment of Proposer

The Marion County Housing Authority may debar prospective Proposers from consideration for Agreements for a period of not more than three (3) years if:

1. The prospective Proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract subcontract or in the performance of such contract or subcontract;
2. The prospective Proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective Proposer's responsibility as a contractor;
3. The prospective Proposer has been convicted under state or federal antitrust statutes;

4. The prospective Proposer has committed a violation of a contract provision that is regarded by the Marion County Housing Authority or the Construction Contractors Board to be so serious as to justify debarment. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment; or
5. The prospective Proposer does not carry any insurance as required by applicable law.

The Contracts and Procurement Manager shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The Proposer shall be given not less than fourteen (14) days to respond to the Contracts and Procurement Manager in writing. The Contracts and Procurement Manager shall issue a written decision that states the reason for the action taken and that informs the Proposer of the Proposer's appeal rights.

SECTION 6: AGREEMENT TERMS AND REQUIREMENTS

6.1 Forfeiture of the Agreement

This Agreement may be canceled at the election of Marion County Housing Authority at any time for any willful failure or refusal by the successful Proposer to perform according to the terms of an Agreement as herein provided.

6.2 Non-Assignment

If an Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of Marion County Housing Authority. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of Marion County Housing Authority.

6.3 Liability Insurance

Successful Proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.
- Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "Marion County Housing Authority" located in Salem, Oregon, its officers, agents and employees";

- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Successful Proposer shall immediately notify Marion County Housing Authority of any change in insurance coverage;
- Successful Proposer shall supply an endorsement naming the Marion County Housing Authority, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by Marion County Housing Authority.

6.4 Errors and Omissions

Successful Proposer shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$2,000,000 (two million dollars). Successful Proposer shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to Marion County Housing Authority.

6.5 Workers' Compensation Law

All subject employers working under an awarded Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Proof of compliance will be required prior to Agreement execution. (See Appendix A)

6.6 Laws of the State of Oregon

By submitting a proposal in response to this RFP, Proposer(s) agree that, any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall also include the following laws of the State of Oregon are hereby incorporated by reference into the Agreement: ORS 279C.505, 279C.515, 279C.520, and 279C.530.

Any Agreements awarded and/or purchase order issued as a result of this RFP shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

6.7. Successful Proposer's Compliance with Tax Laws

Successful Proposer represents and warrants to Marion County Housing Authority that:

1. Successful Proposer shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful Proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
2. If applicable, the successful Proposer, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
- A. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - B. Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful Proposer; and
 - C. Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful Proposer's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of successful Proposer's warranty, as set forth in this Article, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle Marion County Housing Authority to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

Any Work delivered to Marion County Housing Authority under this Agreement shall be provided to Marion County Housing Authority free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

6.8 Agreement Term

The Agreement shall commence on contract execution and continue until December 31, 2024, and upon renewal (see renewal clause) shall continue for each additional consecutive calendar year until canceled or expiration of the Agreement term.

6.9 Renewal

If Marion County Housing Authority determines that it is in Marion County Housing Authority's best interest, Marion County Housing Authority may elect to extend the Agreement for four (4) additional one (1) year periods at the end of each year, January 1 through December 31, subject to the following conditions:

- a. Approval by the Marion County Housing Authority Board of Directors and budget approval.
- b. Service has been determined, by the Executive Director, to be satisfactory.

- c. Price remains firm for the additional year; adjusted only for any escalation/ de-escalation allowed under the terms of the Agreement.
- d. Agreement to extend the Agreements, in writing, by the successful Proposer after a minimum thirty (30) calendar days' notice by MCHA prior to the expiration of the Agreement.

6.10 Termination for Lack of Appropriations

Marion County Housing Authority may terminate all or portions of the Agreement for lack of funds if the successful Proposer is notified by certified mail thirty (30) calendar days in advance.

6.11 Cooperative Purchasing

Pursuant to ORS 279A.205 thru 279A.215, other public agencies within the State of may use the service agreement resulting from this RFP unless Proposer expressly notes in their proposal that the prices quoted are available to Marion County Housing Authority only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; Marion County Housing Authority accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, Marion County Housing Authority consents to such use by any other public agency.

6.12 Escalation/ De-Escalation Agreement

Prices shall remain firm throughout the initial Agreement term except in the case of price decreases. Price decreases will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

Price increases will be considered at the time of Agreement renewal. Successful Proposer(s) must submit a written request with documentation justifying any price increase at least ninety (90) days prior to Agreement renewal to the Contracts and Procurement Division. Proposed price increases shall not exceed the consumer price index for this region. Proposer is to provide all documentation for verification purposes.

Marion County Housing Authority shall have the option of accepting the price increase or allowing the Agreements to expire (non-renewal) and rebidding the contract. Marion County Housing Authority reserves the right to audit the records of the successful Proposer when requesting price increases to the extent that such records relate to cost or pricing data.

6.13 Type of Agreement

This is a non-exclusive one-year annual Agreement; with renewal provisions (see Subsection 6.9) and escalation/de-escalation agreement (see Subsection 6.12).

6.14 Form of Procurement Agreement

Any Agreement that is awarded as a result of this RFP will incorporate the RFP document, the successful Proposer's written proposal, any required certificates, and all other documents incorporated by reference therein.

It is Marion County Housing Authority's intent to award Agreements in substantially the form of the Agreement attached as Appendix A. Proposer may submit an alternative Agreement for MCHA review. Marion County Housing Authority, at its sole determination, may approve the Proposer's offered Agreement as is, require modifications, or reject the Proposer's Agreement and require that Marion County Housing Authority's Agreement be executed for the purpose of this RFP.

A Proposer may not condition its Proposal on execution of any Agreement it submits. Any such condition shall result in rejection of their Proposal.

Any additional Agreements shall contain the following provisions:

1. The following laws of the State of Oregon are hereby incorporated by reference into the agreement: ORS 279C.505, 279C.515, 279C.520, and 279C.530.
2. The Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate this choice of venue.
3. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity, or source of income as provided by Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. Proposer agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations. Further, Proposer agrees not to discriminate against disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.
4. Successful Proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.
- Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the Marion County Housing Authority" located in Salem, Oregon, its officers, agents and employees" with respect to claims arising out of successful Proposer's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Proposer shall immediately notify Marion County Housing Authority of any change in insurance coverage;
- Proposer shall supply an endorsement naming Marion County Housing Authority, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by Marion County Housing Authority.

All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Successful Proposer shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$2,000,000 (two million dollars). Successful Proposer shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to Marion County Housing Authority.

6.15 PAY EQUITY COMPLIANCE

As required by ORS 279C.520, successful Proposer shall comply with ORS 652.220 and shall not discriminate against any of successful Proposer's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, successful Proposer must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of successful Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Successful Proposer's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles Marion County Housing Authority to terminate this Agreement for cause.

Successful Proposer may not prohibit any of successful Proposer's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Successful Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If selected for award and as applicable, Proposer shall submit to Marion County Housing Authority a true and correct copy of an unexpired Pay Equity Compliance Certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167). The Bidder upon completion of the curriculum and assessment understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the Proposer employs 50 or more full time workers and submitted a proposal for a procurement with an estimated contract price that exceeds \$500,000.

See <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx> for training requirements.

Appendix A: SAMPLE AGREEMENT

Appendix B: PROPOSER INFORMATION AND CERTIFICATION SHEET

Appendix C: FEDERAL FORMS

*Section 3 info

* Form HUD HUD-51915-A

Appendix C: Housing Agency Marketplace Guide

AGREEMENT #

PROFESSIONAL SERVICES AGREEMENT

(Consultant of Record)

This Agreement is made between:

**THE MARION COUNTY
HOUSING AUTHORITY,
("MCHA"),**

and

_____,
("Provider"),

As an engagement for the continuing provision of
ARCHITECTURAL SERVICES

IN CONSIDERATION of the mutual benefits and obligations set forth herein, the parties agree as follows:

1 PROVIDER'S OBLIGATIONS

- 1.1 Provider shall perform all tasks and complete all services defined and described in each individual written "Project Assignment" issued by the MCHA and approved by Provider under Article 3 of this Agreement. These tasks and services defined and described in each individual Project Assignment shall hereinafter be referred to as the "Work."
- 1.2 Provider shall be responsible for all subordinate tasks and services necessary to accomplish the Work described in each Project Assignment, whether or not expressly enumerated therein; EXCEPT that Provider shall not be obligated to undertake any task or service specifically designated therein as the responsibility of the MCHA or a third party.
- 1.3 Provider shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in the Project Assignment, except as otherwise expressly provided therein.
- 1.4 Provider shall be fully and exclusively responsible to engage and compensate any and all subcontractors and subconsultants necessary to accomplish the Work described in the Project Assignment.
- 1.5 Prior to acceptance of a Project Assignment, Provider and the MCHA's project manager shall negotiate a written scope of services which shall become part of the Project Assignment and a not to exceed fee based on the negotiated scope of services. The MCHA may require a change in the scope of services, provided that the MCHA and Provider have negotiated any appropriate change to the not to exceed fee based on the changed scope of services. Any change in the scope of services and fee shall be set forth in writing and shall also become part of the Project Assignment.
- 1.6 Exhaustion of the maximum amount payable under Article 2 of this Agreement without completion of all Work described in the Project Assignment shall not relieve the Provider of the obligation to complete full performance of such Work. It is the intent of the parties that the basis for Provider's compensation is a not to exceed fee per each Project Assignment issued by the MCHA unless otherwise agreed to in writing by the MCHA.
- 1.7 Provider's Work Product furnished to the MCHA shall be fit for all purposes and services as described in the Project Assignment.

- 1.8 All Work performed under this Agreement shall meet or exceed the standard of professional quality of Provider's profession in the State of Oregon at the time such Work is performed.
- 1.9 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.10 As required by ORS 279C.520, Provider shall comply with ORS 652.220 and shall not discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Commencing on January 1, 2019, Provider must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Provider's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Provider's compliance with this article constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the MCHA to terminate this Agreement for cause. Provider may not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Provider may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2 MCHA'S OBLIGATIONS

- 2.1 The MCHA shall compensate Provider for the Work performed under Article 1 as follows:
 - 2.1.1 Provider's fee for the performance of all Work described and defined in any individual Project Assignment shall be based on the time and materials expended by Provider in furtherance of the Work at the rates, within the limits, and subject to the standards contained in the SUPPORTING DOCUMENTS. In no event shall Provider's fee for a particular Project Assignment be greater than the maximum sum identified in that Project Assignment. The compensation paid by the MCHA to Provider pursuant to this Agreement shall not exceed the amount of \$_____ annually.
 - 2.1.2 The MCHA shall pay Provider for the percentage of the compensation corresponding to the percentage of the Work which has been performed by the Provider during the billing period upon receiving Provider's monthly statement of account. The MCHA shall, unless it disputes the account statement, pay such billings within thirty (30) days after receipt. The MCHA shall pay interest at the rate of 1½ percent per month on any balance owed and unpaid more than thirty (30) days after receipt.

PROVIDER ACKNOWLEDGES THAT AUTHORIZATION FOR EXTRA WORK AND THE BASIS FOR ITS COMPENSATION MUST BE IN WRITING IN THE FORM OF AN AGREED-UPON AMENDMENT TO A PROJECT ASSIGNMENT. PROVIDER AGREES THAT ANY WORK DONE WITHOUT SUCH WRITTEN AUTHORIZATION IS DONE AS A

VOLUNTEER AND AT PROVIDER'S OWN RISK AND EXPENSE.

2.2 The MCHA shall furnish Provider all information, supplies, services, equipment, and other things which the Project Assignment specifies as the MCHA's responsibility.

3 PROJECT ASSIGNMENTS

- 3.1 This is a non-exclusive Agreement. The MCHA reserves the right to assign any project without regard to this Agreement and to procure any work through any selection procedure authorized by law. Notwithstanding that general policy, the MCHA reserves the rights to assign projects to any such service provider where, in the MCHA's sole discretion, that service provider is the best qualified for the work, and to exclude this Provider from consideration for any assignment where, in the exercise of its sole discretion, the MCHA determines that the work involved requires qualifications beyond the Provider's expertise.
- 3.2 The MCHA, through its Project Manager, shall give written notice of a Project Assignment, including a general scope of Work and schedule requirements. Provider shall then submit a written, signed project proposal within forty-eight (48) hours of the MCHA's written notice or as otherwise specified by the MCHA. If the Provider is unable to provide these services, the Provider shall notify the MCHA of this inability within forty-eight (48) hours of the notice of the Project Assignment. The MCHA reserves the right to withdraw the offer of the Project Assignment and offer it to another service provider if this Provider does not submit a written proposal within the required time frame.
- 3.3 After receipt of the written project proposal from Provider, the MCHA will review the proposal and, if approved, issue a Purchase Order Release which will include Provider's detailed scope of services as an attachment. If the proposal is not acceptable to the MCHA, the parties shall attempt to negotiate a proposal that is mutually acceptable. If such an agreement is not reached on the project proposal within seventy-two (72) hours after its receipt, the MCHA reserves the right to withdraw the offer and offer the project to another service provider.

4 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 4.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 4.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work as defined in each individual Project Assignment.
 - 4.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than the MCHA or Provider.
 - 4.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document, or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to the MCHA pursuant to the Work as defined in each individual Project Assignment.
- 4.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the MCHA. The MCHA and Provider agree that such original Work Product is "work made for hire" of which the MCHA is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to the MCHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work as defined in each Project Assignment, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the MCHA. Provider retains no right, ownership, or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work as defined under this Agreement. Upon the MCHA's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in the MCHA. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement including, without limitation, any and all rights arising under 17 USC §106A.

- 4.3 Provider Intellectual Property. In the event that any Work Product contains Provider Intellectual Property, Provider hereby grants to the MCHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on the MCHA's behalf.
- 4.4 Third Party Works. In the event that Work Product contains Third Party Intellectual Property, Provider shall secure on the MCHA's behalf and in the name of the MCHA, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on the MCHA's behalf.
- 4.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the MCHA are instruments of service for the Project Assignment only, and shall remain the property of the MCHA whether the Project Assignment is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

5 WARRANTIES

- 5.1 Provider warrants that it owns or is the lawful licensee of all patents, copyrights, trademarks, service marks, and other intellectual property rights incorporated into the Work Product provided to the MCHA and that it has the full legal right to provide the Work and all components thereof, including any license granted pursuant to Article 4 of this Agreement. Provider shall indemnify and defend the MCHA, its officers, agents and employees against any and all claims of infringement of copyright, patent, trademark, or other intellectual property right arising out of Provider's production of the Work Product contemplated in this Agreement; PROVIDED, HOWEVER, that Provider shall have no such obligation with respect to Work Product which the MCHA modified without Provider's consent, to the extent that such modification was a substantial factor in the alleged infringement.

6 RISK ALLOCATION

- 6.1 Provider shall indemnify MCHA, its officers, employees and agents from and against any and all claims, demands, suits and legal actions, including appeals, arising out of or resulting from Provider's and its officers', employees', agents' and subcontractors' performance or provision of any service or the Work under this Agreement; provided, however, that Provider shall have no such obligation with respect to any such claim, demand, suit or legal action which arises out of or results from Work Product which has been materially altered by the MCHA without Provider's express written authorization.
- 6.2 Provider agrees that it is as fully responsible to the MCHA for the acts and omissions of its subcontractors, consultants and of any other persons either directly or indirectly employed by its subcontractor and consultant, as Provider is for the acts and omissions of persons directly employed by Provider.
- 6.3 Subject to the limitations imposed by the Oregon Tort Claims Act, Oregon Revised Statutes 30.260 to 30.300, the MCHA agrees to indemnify Provider from each and every claim which the MCHA would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the MCHA, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the MCHA, its officers and employees.
- 6.4 "Indemnify," as used herein, means to indemnify, defend, save and hold harmless.
- 6.5 Provider shall obtain and maintain in effect during the term of this Agreement and until the MCHA's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent,

of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

6.5.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;

6.5.2 Automobile Liability with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars).

6.5.3 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insureds "the Marion County Housing Authority, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

6.5.4 Provider shall immediately notify the MCHA of any change in insurance coverage.

6.5.5 Provider shall supply an endorsement naming the Marion County Housing Authority, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement,

6.5.6 Be evidenced by an endorsement of such insurance approved by the MCHA.

6.5.7 Provider shall carry Errors and Omissions (professional liability) coverage with combined single limits of not less than \$2,000,000 (two million dollars). Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the MCHA.

6.5.8 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

7 GENERAL PROVISIONS

7.1 This Agreement, including the SUPPORTING DOCUMENTS, represents the entire and integrated understanding between the MCHA and Provider and supersedes all prior negotiations, representations and agreements, whether written or oral.

7.2 This Agreement may be amended only by written instrument executed by both the MCHA and Provider with the same formalities as this Agreement. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of its provisions shall be held to be waived or modified by reason of any act whatever, other than by a written amendment as provided in this Article.

7.3 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.4 In the event the Work called for in a Project Assignment calls for Provider to furnish a plan or design to be constructed by others, it is agreed that Provider has not been retained or compensated to provide construction review services relating to the subsequent contractor's safety precautions, or to the means, methods, techniques, sequences, or procedures employed by that contractor to achieve the result called for in the Provider's plans, unless Provider's responsibilities under the Project Assignment specifically include construction management services, and Provider has specified a particular means, method, technique, sequence, or procedure in the plans or specifications for the project.

7.5 Neither party to this Agreement shall assign its interest in the Agreement or any part thereof, nor sublet it as a whole without the written consent of the other; nor shall the Provider assign any

- monies due or to become due hereunder without the previous written consent of the MCHA.
- 7.6 Nothing in this Agreement shall be construed to create any contractual relationship between any subcontractor/consultant and the MCHA.
 - 7.7 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.
 - 7.8 Should litigation occur between the parties relating to the provisions of this Agreement, all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees, and court costs incurred by the prevailing party shall be paid to the prevailing party by the non-prevailing party, and all such expenses and costs may be included in the judgment entered in favor of the prevailing party.
 - 7.9 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
 - 7.10 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279C.505, 279C.515, 279C.520 and 279C.530.
 - 7.11 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
 - 7.12 Provider is an independent contractor and not an employee of the MCHA for any purpose.

8 NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile transmission to the address or facsimile number set forth below:

If to the MCHA:

Attn: Jason Icenbice
2645 Portland Rd. NE, Ste. #200
Salem, OR 97301
Phone: (503) 584-4775
Fax: (503) 798-4171
Email: jicenbice@mchaor.org

If to Provider:

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by commercial overnight courier shall be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

9 SUPPORTING DOCUMENTS

9.1 The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The Request for Proposals No. [INSERT], issued by the the Marion County Housing Authority, together with any documents incorporated by reference therein.
- The Provider's complete written Proposal dated: [DATE]

Any of the following which may be delivered or issued on or after the Effective Date of this Agreement:

- Written Project Assignment (s).
- Purchase Order Release(s).
- Change Order(s).
- Written Amendment(s).
- Purchase Order Adjustment Form(s).

9.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Subarticle 9.1 of this Agreement.

10 REMEDIES

10.1 In the event Provider is in default of this Agreement, the MCHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 10.1.1 termination of this Agreement;
- 10.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- 10.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 10.1.4 exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and the MCHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

10.2 In the event the MCHA terminates the Agreement, or in the event the MCHA is in default, Provider's sole monetary remedy shall be:

- 10.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and

10.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by the MCHA, less previous amounts paid and any claim(s) that the MCHA has against Provider.

10.2.3 In no event shall the MCHA be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider, Provider shall immediately pay any excess to the MCHA upon the MCHA’s written demand.

11 TERM AND TERMINATION

11.1 Except as provided in Article 11.5. and unless sooner terminated as provided in this Article, this Agreement shall become effective on the date of execution on behalf of the MCHA, as set forth below (the “Effective Date”), and shall terminate on December 31, 2023, PROVIDED, however, that this Agreement shall continue in effect as to any Project Assignment accepted by Provider and still uncompleted on the foregoing termination date.

11.2 This Agreement may be extended for no more than four (4) additional one-year terms upon the mutual written consent of the parties.

11.3 The provisions of Article 6 shall survive termination or expiration of this Agreement as to the rights and liabilities relating to Work done by Provider under a Project Assignment.

11.4 This Agreement may be terminated by either party for any or no cause by giving not less than thirty (30) days’ prior written notice to the other; PROVIDED, however, that with respect to any uncompleted Project Assignment, this Agreement may be terminated by either party only for good cause, after not less than thirty (30) days prior written notice to the other, and then only where the party in default has not cured the default within such thirty (30) day period.

11.5 The rights and obligations created under Articles 4, 5 and 6, and subarticles 7.8 through 7.10 of this Agreement are continuing with respect to matters within the scope of this Agreement, and shall survive its termination or expiration.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**THE MARION COUNTY
HOUSING AUTHORITY,
OREGON**

[PROVIDER]

By: _____

By:

**Jason D. Icenbice,
Executive Director**

Title: _____

Date:

Printed Name: _____

Date: _____

ATTACHMENT B
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ **City, State, Zip:** _____

State of Incorporation: _____ **Entity Type:** _____

Contact Name: _____ **Telephone:** _____ **Email:** _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment E and as modified by any Addenda, except for those terms and conditions that MCHA has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 90 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles MCHA terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of MCHA, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify MCHA in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment E at the time of Contract execution.

Authorized Signature

Date

(Printed Name and Title)

Contractor/Subcontractor Section 3 Certification and Agreement

(This Certification to be included in all subcontracts)

Section 3 of the Housing and Urban Development Act of 1968 requires that Housing Authorities, to the greatest extent feasible, direct economic opportunities to “Section 3 businesses” that provide economic opportunities to low-income persons. **Section 3 resident** means (1) a public housing resident; or (2) an individual who lives in the Marion County area who is a low income person or family whose income(s) do not exceed 80% of the median income for the area. Income limits as published by HUD 2023 are as follows:

<u>Family Size</u>	<u>Income Limit</u>	<u>Family Size</u>	<u>Income limit</u>
1 Person	\$46,900	5 Person	\$72,350
2 Person	\$53,600	6 Person	\$77,700
3 Person	\$60,300	7 Person	\$83,050
4 Person	\$66,950	8 Person	\$88,400

You are a Section 3 business if you meet any one of the 3 qualifications below. To certify to your Section 3 status, please mark one or more of the 3 categories below and provide the requested information regarding Section 3 recipients.

(Select One)

- (1) This business is 51% or more owned by section 3 (low income) residents as defined above.
Name(s) of Section 3 qualified owners: _____

- (2) OR, at least 30% of our permanent employees are section 3 residents, or they were section 3 residents within three years prior to the date of first employment with this business.
Name(s) of Section 3 employees _____

- (3) OR, this business provides evidence of a commitment to subcontract at least 25% of the dollar amount of all subcontracts to section 3 businesses.
Name(s) of Section 3 Subcontractor(s) _____

- (4) OR, this **is not** a qualified Section 3 business.

Contractor/Subcontractor:

Name (print or type)	Company
Signature	Date

Federal ID (or SS) # _____ Phone (____) _____

The information below is optional for bidders. It will be required from the successful contractor and all subcontractors.

Racial/Ethnic Code of Owner:
 Caucasian African American Native American Hispanic Asian/Pacific Hasidic Jew
 Woman Owned Business? Yes No

Section 1001, Title 18 of the US Code of Federal Regulations makes it a crime to make willful false statements or misrepresentations to any department or agency of the United States on any matter within its jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

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

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

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

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

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

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

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

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

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

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

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

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

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

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

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

G. Reserved.

H. Reserved.

I. Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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

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

1.17 Non-applicability of Fair Housing Requirements in Indian 85. Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 c U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

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

Marion County Housing Authority “Vendor Registration Instructions”



Please follow these instructions to register for the marketplace as a vendor

Click or Copy and Paste this URL :

https://ha.internationaleprocurement.com/requests.html?company_id=71014

Step 1: Marketplace Registration

Click “Register your Company”

You will be redirected to a form that will allow you to Create and Account



The screenshot shows the Housing Agency marketplace website. At the top, there is a logo and the text "Housing Agency marketplace". Below this, a green banner displays "Customer Support: 1-866-526-9266". The main content area shows the date and time "Sat. May 25, 2019 09:42 AM EDT". The user is logged in as "Fort Worth Housing Authority". A red arrow points to the link "Register your company" which is underlined and has a mouse cursor over it. Below this, there is a link "Click here to login" for already registered users. The page lists three sections: "Bids (QSPs) by Fort Worth Housing Authority.", "Proposals (RFPs) by Fort Worth Housing Authority.", and "Quotes (RFQs) by Fort Worth Housing Authority.". Each section has a table header with columns for Title, Main Commodity/Service Category, Solicitation #, Buyer, Phone, and Submission Deadline. All three sections indicate "No active" items. The footer contains "Contact", "Customer Support: 1-866-526-9266", and "© Copyright 2019, Economic Engine".


Step 2: Creating an Account

Enter your company name and click on
“Search Companies”

If no company is found, click on
“Register your company.”

If your company was found, follow
instructions to register as a
salesperson.

Submit the request.

Create an Account 

Thu, May 02, 2019
08:45 AM EDT

You can create a new company or join an existing one.

By creating this account, you are agreeing with the [Housing Agency Marketplace Vendor Agreement](#) [Adobe Acrobat PDF Format].

Please enter your company name below to find out if your company is already enrolled.

1. Company Information:

Enter the name of your company as you would want the buyer to view (eg: Office Depot). Then click on the 'Search Companies' button.

Step 3: Company Information

Complete Company Information Form

You must include all information unless it states
“optional”

Be sure to check either “None” on the MWBE
Classification, or all boxes that apply to your company

Please enter your company information below.

Company Information:

Please enter your company information below

Note: All fields are required unless otherwise noted

Company Name:	Sample Company
Address:	1212 Main St
City:	Anytown
State:	Alaska (AK) ▼
Postal Code:	55555
County:	Any County
Country:	U.S.A. ▼
Province: (optional)	
Timezone:	Alaska ▼
Web Address: (optional)	http://www.samplecompany.com
Contact Name:	Bill Jones
Contact Title:	President
Contact Phone:	888 555 - 5555 Ext. <input type="text"/>
Contact Fax: (optional)	<input type="text"/> - <input type="text"/>
Contact Email:	bill.jones@samplecompany.com
Year Established:	2000
Number of Employees (include yourself): (optional)	25

- MWBE Classification:
- None (not Woman- or Minority-owned)
 - Woman-owned Business Enterprise
 - African-American Business Enterprise
 - Hispanic-American Business Enterprise
 - Native American Business Enterprise
 - Asian Pacific-American Business Enterprise
 - Asian Indian-American Business Enterprise
 - Hassidic Jew-American Business Enterprise
 - Qualified Disabled Veteran Owned
- Other Classification: Section 3 Vendor [[HUD Section 3 Brochure](#)]

Step 4: Point of Contact

Complete Point of Contact (Site Administrator) Information

Click Submit

Point of Contact (Site Administrator)

The Point of Contact administers the site. They will be the one who receives bid notifications. The Point of Contact may add additional users after logging in and going to the "Manage Users" area on the software menu.

First Name:	<input type="text" value="Sam"/>
Last Name:	<input type="text" value="Smith"/>
Phone Number:	<input type="text" value="888"/> <input type="text" value="555"/> - <input type="text" value="5555"/> Ext. <input type="text"/>
Title: (optional)	<input type="text" value="VP Purchasing"/>
Email Address:	<input type="text"/>
Confirm Email Address:	<input type="text" value="sam.smith@samplecompany.com"/>
Password:	<input type="password" value="....."/>
Confirm Password:	<input type="password" value="....."/>

By clicking Submit you agree to the [Housing Agency Marketplace Vendor Agreements](#).

Step 5: Company Services / Commodities List

Check each box that is appropriate to your business

You may use the "Click Here" link to search for codes

Click Save & Continue



User Profile

Thu, May 02, 2019
05:08 AM AKDT

User Commodities/Services

Please check the commodities/services that you wish to receive emailed bid notifications in the future.

[Click here](#) if you wish to search by suggested keywords that link to a specific commodity/service

Once completed, please click on the "Save" button.

Save

These are the present commodities/services that you have selected. They are shown in bold with a check to the left of each commodity/service code. Please be sure and check all that may apply to your company. You can view your selected codes from the "Bid Assistant" located on the left hand Software Menu.

- Accounting and Auditing Services
- Adobe Applications**
- Advertising**
- Appraisal Services
- Architectural and Engineering Services
- Art, Collectibles, and Awards
- Arts and Crafts Supplies
- Asphalt / Concrete Paving
- Asset Management Services
- Audio / Visual Equipment & Services**
- Automatic Doors, Gates and Services
- Banking and Investment Services
- Bearings, Bushings, Wheels, and Gears
- Beeper Equipment, Accessories and Services
- Beverages
- Broker Services
- Building Materials / Products
- Business Administration Services
- Business Credit Reports
- Cabinets and Accessories
- Cable and Satellite Television Services
- Cameras, Accessories and Film

Step 6: Login to the Marketplace

Enter your email address and password to enter our marketplace.

You will be prompted to check a site usage agreement before entering our Marketplace.

Once you check this box and hit submit, you will then be allowed to enter.

THERE IS NO COST TO RECEIVE SOLICITATIONS FROM OUR AGENCY THROUGH THE HOUSING AGENCY MARKETPLACE

Housing Agency marketplace

HOME PAGE

E-mail: samplecompany@gmail.com
Password:

LOGIN

[Forgot Password?](#)

**Section 3
Economic Opportunity**

Agencies Utilizing Marketplace

Sign-up now:
As a Vendor
As a Housing Agency

Customer Support

Marketplace Comments

"Following the steps laid out in the software helps me to feel more confident that our procurements are compliant. Work the system and it will work for you! The marketplace is also very beneficial because of all of the additional vendors that I can solicit, thereby adding more competition for each project. My favorite feature however, is the fact that the software will automatically generate many of the forms needed at the end of the procurement based on the information I input. That saves me time because I don't have to create my own!"

Thank You,
Rebecca Hilliard
Project Coordinator/Network Admin
Housing Authority of Hopkinsville
270-887-4275 ext. 1105
270-887-4080 Fax

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ECONOMIC ENGINE
YOUR E-PROCUREMENT TOOLBOX