

ADVERTISEMENT FOR PROPOSALS

PROJECT: REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND
ENGINEERING SERVICES

LOCATION: SUPERIOR, WISCONSIN

Request for proposals for Architectural and Engineering services will be received by The Housing Authority of the City of Superior, Wisconsin in the office of the Executive Director, 1219 N. 8th St., P.O. Box 458, Superior, Wisconsin until 2:00 p.m., local time, November 21, 2024.

Proposal documents are on file and may be requested at the office of the Housing Authority, 1219 N. 8th Street, Superior, Wisconsin, 54880, 715-394-6601 or are available on our website www.superiorhousing.org.

The Superior Housing Authority reserves the right to accept or reject any or all proposals and to waive any minor informalities therein and to award the contract in their best interest. No quote shall be withdrawn after the closing of bids for a period of sixty (60) days after the ultimate time set for the receipt of the proposal.

Published by the Authority of the Housing Authority of the City of Superior, Wisconsin, Pam Benson, Executive Director.

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1.0 GENERAL SCOPE OF WORK & INTRODUCTION

The Housing Authority of the City of Superior (SHA) is soliciting proposals from qualified firms to provide architectural and engineering services under our Indefinite Quantities Contract program (IQC). Multiple firms may be selected to provide these services on an as-needed basis. As services are needed a specific scope will be defined and the fee negotiated. Familiarity with Housing Authorities and knowledge of HUD Procurement Regulations and HUD Forms is desired.

The SHA also encourages stand-alone Mechanical Engineering (ME) firms to submit Proposals. Other than new construction and major renovation work, the SHA reserves the right to award a contract to ME firm for professional assistance with plumbing, heating, and electrical projects not requiring architectural services.

2.0 SCOPE OF WORK

2.1 Objective

A. SHA proposes to use the services of a consultant on specific projects to be designated by the SHA during the term of this agreement. This work will consist of an undetermined number of individual project assignments. Services to be provided include but are not limited to the following:

1. Preparation of concept designs.
2. Preparation of construction documents including any/all drawings, specifications and details necessary for contract bidding purposes.
3. Preparation and submission of advertisement for bids.
4. Preparation of construction cost estimates.
5. Review of studies, evaluations, reports, and construction documents for completeness, technical adequacy and optimum construction feasibility and economy.
6. Assistance in the bid process.
7. Review of shop drawings, catalog cuts or other construction contractor submittals for approval or recommendation for any other appropriate action.
8. Provide construction-monitoring services.

B. The Firm's consultant shall be experienced in all facets of design of new construction and renovation of institutional buildings, roads, site developments and utilities (water, sewer, storm drain, steam, gas, electric, telephone and communication). Knowledge of Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Uniform Federal Accessibility Standards (UFAS), the Architectural Barriers Act (ABA) of 1968, Fair Housing. The consulting team shall be comprised of Architects, Engineers, Landscape Architects and appropriate Consultants (i.e., lead-based paint abatement, asbestos abatement, etc.), registered and/or licensed to do work in the State of Wisconsin.

C. The Consultant may either provide the above disciplines in his/her firm, or through joint ventures or agreements with other firms.

D. It will be incumbent upon the Consultant to ensure that all services are performed using prudent architectural and engineering practices in accordance with the latest codes and regulations and any other applicable design standards.

2.2 Implementation

It is the desire of the SHA that the consultant services begin immediately upon execution of the contract.

2.3 Task Order Award Process

A. The process for issuing a Task Order will be:

1. The SHA will issue a Request for a possible Task Order to the IQC consultant. The Request will provide background on the perceived need, it will identify any applicable statutory or administrative requirements, it will indicate the desired services and/or products, it will provide guidance on the anticipated period of performance (including any binding deadline), and the anticipated level of effort. The Request may be indicative of, but not inclusive, regarding the need, scope and/or level of effort. The Contractor will be expected to provide substantial assistance in responding to the task requirements.

2. The Contractor's Project Director will review the Request. Within the specified period for response (typically no more than seven (7) days, the Contractor will prepare a draft Task Order).

3. The draft Task Order will provide the following:

- a. Task Leader and key staff
- b. Proposed approach to accomplishing the task
- c. Work Plan and schedule
- d. Budget and schedule of payments

4. The Authority will review the draft Task Order and approve it intact, negotiate modifications, or reject it with a request for re-submittal. If the Authority rejects a proposed Task Order, it can choose to pursue completion of the work by other means.

5. The Authority will issue a binding Notice to Proceed. The work will begin within fourteen (14) days unless otherwise specified in the Task Order Plan.

6. All work products will be delivered in appropriate form, with a hard copy which is to be reproduced and with an electronic version which is compatible with the system used by the Authority.

B. The SHA may hold conferences to outline the required services for each individual work effort (Task Order) to be assigned to the Consultant. The Consultant will, within a reasonable time (but not in excess of seven business days) following each conference, provide a written proposal which shall include a description of the services to be provided; proposed time for completion; personnel to be employed on the assignment; and a schedule of each employee's rate reflecting base salary cost, overhead, and profit. Price shall be based on the accepted hourly rate multiplied by the Consultant's proposed number of hours for each appropriate category or discipline plus any approved direct costs.

C. The Consultant shall employ the proposed staff to provide the services required in the professional quality and timeliness agreed upon. Only sub-consultants listed in the submittal may be employed in this work. Substitutes may only be used with the prior notice and written approval of SHA.

D. The SHA and the Consultant will mutually agree upon the work schedule for each project. The failure of the Consultant to satisfactorily complete work assignments within the time specified on a single work assignment wherein SHA has given notice that the completion date is critical, may be cause for termination.

E. All documents that are prepared by the Consultant and form a part of his/her services shall, upon completion, become the property of the SHA. The Consultant shall be responsible for the protection and/or replacement of any contract document in his/her possession. The SHA shall receive all original drawings and the Consultant shall retain reproducible copies.

F. The SHA shall furnish information, data, reports and maps, as are existing and identified by the Consultant, which may be for the carrying out of the work. The SHA shall cooperate with the Consultant in every way possible, providing, their needs are made known.

G. The SHA will not provide clerical assistance to the Consultant and SHA personnel will not be asked to undertake surveys, analyses, tabulations, summaries, etc., for Consultant produced data or documentation.

H. The SHA may conduct reviews and provide comments on drawings and specifications at the normal event times, i.e., schematics, design development, fifty percent (50%) construction documents, ninety-five percent (95%) construction documents, one hundred percent (100%). Two sets of each shall be provided at normal intervals for review purposes. Review points will be established with each task assigned.

I. Any work assignment in which it is necessary to obtain site surveys, soil borings and soil reports will be undertaken by the Consultant.

J. The Consultant will deliver to the SHA the originals of the drawings, plans and specifications in traditional paper form, as well as copied to a flash drive (i.e., PDF, CADD, etc.) as requested by the SHA.

K. The SHA's acceptance of required designs, etc. shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand and at no cost to the SHA. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, maps or reports and incorrectly assembled reports, plans, specifications, etc., which is caused by error or omission after the final delivery by the Consultant.

3.0 PROPOSAL FORMAT

3.1 An original and **5 copies** of the Proposal must be submitted in a sealed envelope to:

Pam Benson
Executive Director
Superior Housing Authority
1219 N. 8th Street
P.O. Box 458
Superior, Wisconsin 54880

3.2 The submittal shall be arranged in the following format and sequence:

- A.** Business Organization
- B.** Project Management Structure and Approach Including Sub-Consultants
- C.** Prior Experience
- D.** Personnel (to include schedule of current hourly rates)

E. Authorized Negotiator

3.3 Any proposal may be withdrawn prior to award of the contract(s).

3.4 The SHA reserves the right:

- A. To waive informalities required herein;
- B. To request additional information;
- C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
- D. To conduct all investigations and background checks necessary for adequate evaluation.

4.0 PROPOSAL EVALUATION FACTORS

4.1 All Consultants are required to demonstrate the items below:

- Evidence that the consultant is currently licensed/registered to provide services in the State of Wisconsin.
- Knowledge of State and Local Building Codes.
- Provide a certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.

4.2 Evaluation Criteria and Value Proposals will be evaluated using the factors and assigned values listed in Section 4.2 (A-E).

A. Experience (25 points) The Proposals shall indicate recent relevant experience of the firm. Specifics should be given to demonstrate successful performance on those contracts and the firm's or team's understanding of the requirements. If sub-consultants or a joint venture is proposed, indicate past working relationships (especially on similar projects).

B. Specialized Expertise of Team Members (25 points) The Proposal shall list individuals who will be used on the contract. One-page resumes for a minimum of one (preferably two) registered persons for each discipline. This includes sub-consultants to be used as well. Any significant change from the proposed list of team members, that is not acceptable to the SHA, can be grounds for termination of the contract.

C. Past Performance (20 points) The Proposal shall indicate past performance in terms of cost control, quality of work and compliance with performance schedules in completing previous projects.

D. Accessibility to SHA (20 points) The Proposal shall include the consultant's ability to respond to the requests of the SHA (Less than 30 min.; less than 1hr; less than 2hrs; less than 3hrs; less than 4hrs; etc.)

E. References (10 points) The quality of work performed on similar contracts in the past will be considered. Provide five (5) references for evaluation. Of the five references submitted, two must show experience with handicap accessibility for projects other than for the Superior Housing Authority. References to include Company Name, address, contact person, phone number, and fax number. **The SHA will contact all references using the A&E Reference Check Form included with this RFP.**

5.0 COST INCURRED IN RESPONDING

5.1 All costs directly or indirectly related to preparation of a response to the Request for Proposal or any oral presentation required to supplement and/or clarify the submittal which may be required by the SHA shall be the sole responsibility of and shall be borne by Offeror(s).

5.2 Each firm by submitting a proposal waives any claim for liability against the SHA as to loss, injury and costs or expenses which may be incurred as a consequence of its response to this document.

6.0 INQUIRIES

6.1 Questions submitted in writing on Offeror's letterhead and properly signed will be accepted until **Thursday, November 14, 2024**. Responses to written inquiries will be mailed, electronically mailed, or faxed to Offeror's. Direct all questions to:

Rhonda Berg
Confidential Office Manager
Superior Housing Authority
P.O. Box 458
1219 N. 8th Street
Superior, Wisconsin 54880

7.0 SUBMISSION DEADLINE

Date: Thursday, November 21, 2024 no later than 2:00 p.m.

8.0 REJECTION

8.1 The SHA reserves the right to reject any and all submittals and/or waive any informality in the solicitation process or parts thereof and to re-solicit.

8.2 The SHA does not guarantee that a contract will be awarded as a result of this Request for Proposal.

9.0 CONTRACT COMPLIANCE STATEMENT

9.1 The Offeror shall state his/her compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Offeror must state his compliance with terms of this Request for Proposal (see attachment).

9.2 The Offeror must demonstrate that the proposal meets all applicable rules, regulations, zoning, permitting, registration and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Consultant to determine the applicability of any rule, regulation or other requirement.

10.0 TERMS AND CONDITIONS

10.1 Contract Period The selected firm(s) will be offered a two (2) year contract with three (3) one-year options to extend the contract upon mutual agreement.

10.2 Contract Clauses The following shall be essential terms and conditions of this Agreement:

A. Termination. The SHA shall have the right to terminate the Agreement at any time, should funding for the implementation be discontinued.

In the event the Consultant fails to comply with any provision of this Agreement, or if the progress or quality of the work is unsatisfactory, the SHA may serve written notice upon the Consultant and if the Consultant fails within a period of ten (10) days thereafter to correct failure, the SHA may terminate the Agreement upon written notice to the Consultant. Upon such termination, the Consultant shall immediately cease its performance of the Agreement and shall deliver to SHA all completed or partially completed work. The SHA shall determine and pay to the consultant the amount due for such satisfactory work.

The SHA reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall

be accomplished by written notice delivered to the consultant. Upon receipt of notice, the Consultant shall immediately cease work and deliver to the SHA all completed or partially completed work. Payment to the Consultant shall be made for work performed prior to receipt of the termination notice, together with the Consultant's cost for closing down its work, and the Consultant shall have no claim for loss if anticipated profits or any additional compensation.

B. Breach of Agreement. If the Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, the SHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Consultant shall not be relieved of liability to the SHA for damages sustained by virtue of any breach by the Consultant.

C. Modification of Agreement. Such Agreement may be modified only by written amendment executed by all parties.

D. Partnerships/Joint Ventures. Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this Agreement. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Agreement.

E. Waiver. No waiver of any provision of such Agreement shall affect the right of the SHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

F. Employment. The Consultant shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender or physical handicap, and that it has not been convicted of violating Federal, State or Local laws, regulations or ordinances.

G. Gratuities and Kickbacks.

a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of

any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

b) Kickback. It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

H. Indemnification. The Consultant shall agree to indemnify and hold the SHA, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs, and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the SHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Consultant's servants, agents and/or employees.

I. Assignment-Consent Required. The provisions of such Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of the SHA. Any such assignment transfer or subcontract shall not release the Consultant from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Consultant hereunder and the SHA may contract with or reimburse any such assignee without waiving any of its rights against the Consultant.

J. Entire Agreement. Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

K. Force Majeure. No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

11.0 MISCELLANEOUS PROVISIONS

The Consultant and SHA mutually agree as follows:

A. Ownership of Documents. Tracings, plans, specifications and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the SHA. Basic design notes and sketches, charts, computations, all original drawings and other data prepared or obtained under this Agreement shall be made available, upon request, to the SHA without restriction or limitation on their use.

B. Progress. The Consultant shall prepare progress schedules for the work and shall submit monthly progress reports based on such schedules to the SHA.

C. Personnel. The Consultant represents that he/she has or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the SHA.

All services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform services.

D. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and technicians performing work under this Agreement shall be promptly reported in writing by the Consultant to SHA for the latter decision which shall be final.

E. Interest of Other Local Public Officials. No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

F. Consultant's Endorsement. The Consultant's endorsement shall be placed on the final report cost estimates; also other data and documents furnished by the Consultant to the SHA.

G. Control. All work by the Consultant is to be performed in a manner satisfactory to the SHA and in accordance with established customs practices and procedures and in conformance with HUD regulation, the SHA modernization program requirements, energy conservation, and cost effectiveness standards. The

decision of the SHA is to have control in all questions regarding the work covered hereunder. The Consultant is to periodically request sufficient conferences to insure that the Consultant is doing the work in a satisfactory manner and that all locations and work are made in accordance with the wishes of the SHA.

H. Access to Records. The Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

12.0 INSURANCE

Without limiting its liability hereunder, the Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

A. Worker's Compensation Insurance. Bodily injury by Accident, Bodily Injury by Disease, **\$1,000,000 each accident, \$200,000,000 aggregate.**

B. Comprehensive General Liability Insurance. Bodily injury and property damage combined single limit in the minimum amount of **\$500,000 for each occurrence, \$2,000,000 aggregate.**

C. Automobile Liability Insurance. Bodily injury and property damage combined single limit in the minimum amount of **\$500,000 for each occurrence, \$2,000,000 aggregate.**

D. Consultant's Professional Liability Insurance. Bodily injury and property damage combined single limit in the minimum amount of **\$500,000 each occurrence, \$2,000,000 aggregate.** The Comprehensive General Liability Insurance referred to in this Section, paragraphs (B) and (D) above, shall include broad form Contractual Liability Coverage for the liability assumed by the Consultant in SECTION 10, TERMS AND CONDITIONS, Paragraph H (Indemnification).

E. Errors and Omission. Minimum amount of \$250,000.

F. The Consultant's Certificate shall include:

- 1.** The name and address of Certificate Holder as The Housing Authority of the City of Superior, 1219 N. 8th Street, Superior, Wisconsin 54880

2. The company or/companies, upon request, agree to deliver within fifteen (15) days a certified copy of any and/or all of the policies of insurance to SHA.

3. If one (1) or more Umbrella Excess policies are used, there will be no gap between the limits of the primary policies and the deductible features of the Umbrella Excess policies.

4. Coverage under the primary policies have no deductible features. If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet that becomes a part of this Certificate.

5. The coverage provided shall not be canceled, reduced in coverage or allowed to lapse until the SHA receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the SHA at the address of the Certificate Holder above or the secondary Certificate Holder, if one is listed on the Certificate of Insurance.

13.0 LICENSING & BUSINESS REQUIREMENTS

A. The Offer is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential project manager to determine the applicability of any rule, regulation or other requirement.

14.0 EQUAL EMPLOYMENT OPPORTUNITY

The Architect shall take the following steps to ensure that, whenever possible, contracts are awarded to small business firms, minority firms, and subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- a)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b)** Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

15.0 ATTACHMENTS

- A. HUD-51915-A**, Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development.
- B. HUD-5369-C**, Certifications and Representations of Offerors, Non-construction Contract. **(must be submitted with proposal)**
- C. Proposal Evaluation Process**
 - a. Evaluation Instructions**
 - b. Evaluation Worksheet**
 - c. Evaluation Log**
- D. Sample Agreement**
- E. Task Order Award Process**
- F. Debarment Certification Form (must be submitted with proposal)**
- G. A&E Reference Check Form**

PROPOSAL EVALUATION PROCESS

Superior Housing Authority
A&E Selection Committee

Proposal Evaluation Instructions

1. Complete an evaluation worksheet for each proposal received.
2. Values will be entered from individual worksheets to the evaluation log under your coded column. (Each evaluator will receive a code)
3. Calculate the evaluation log totals and rank highest to lowest total score (highest total score is ranked no. 1, Second highest total score is ranked no. 2, etc.).
4. Review and recommend "up to six (6)" finalists for interviews and for contract negotiation.
5. The top three ranked A&E Firms will be authorized to sign IQC contracts with SHA.

Additional Information:

Once the work has been defined by the SHA, a request for proposals for a Task Order will be issued to the Firm (Firms under contract only) most qualified to complete specific work.

The Task Order proposal submitted by the Firm will be reviewed by SHA, modified or accepted by either a re-submittal request or by a Notice to Proceed.

The Task Order shall include details as required by task order award process identified in the original RFP.

Should the no. 1 ranked Firm and the SHA fail to come to an agreement, a request for proposals for a Task Order will be issued to the no. 2 ranked Firm, etc...

Required Information:

Evidence that the consultant is currently licensed/registered to provide services in the State of Wisconsin.

Knowledge of State and Local Building Codes.

Provide a certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.

EVALUATION WORKSHEET

Firm Name _____ Evaluator Code _____

Section 1 _____ pts.

Section 4 _____ pts.

Section 2 _____ pts.

Section 5 _____ pts.

Section 3 _____ pts.

Section 6 _____ pts.

Bonus _____ pts.

Total Score _____ pts.

Complete each Section and calculate the total score for each firm using a separate sheet for each.

1. Required Items (0 points) Did the Firm demonstrate all of the **required** items? (If no, do not continue, Firm is disqualified).

Check Box: Yes No

2. Experience (25 points) The Proposals shall indicate recent relevant experience of the firm. Specifics should be given to demonstrate successful performance on those contracts and the firm or team's understanding of the requirements. If sub-consultants or a joint venture is proposed, indicate past working relationships (especially on similar projects).

[example: 25 pts. for more than 25 yrs., 20 pts. for 21-25 yrs., 15 pts. for 15-20 yrs., etc..]

_____ pts.

3. Specialized Expertise of Team Members (25 points) The proposal shall list individuals who will be used on the contract. One-page resumes for a minimum of one (preferably two) registered persons for each discipline. This includes sub-consultants to be used as well. Any significant change from the proposed list of team members that is not acceptable to SHA can be grounds for termination of the contract.

[Example: 25 pts. for 5 areas, 20 pts. for 4 areas, 15 pts. for 3 areas, etc...]

_____ pts.

4. Past Performance (20 points) The Proposal shall indicate the ability of the firm to complete previous projects in a timely and cost effective manner.

[Example: 20 pts. for 10 or more projects, 10 pts. for 5-10 projects, 0 pts. for less than 5]

_____ pts.

5. Accessibility to SHA (20 points) The Proposal shall include the consultant's ability to respond to the requests of the SHA (Less than 30 min.; less than 1hr; less than 2hrs; less than 3hrs; less than 4hrs; etc.)

[Example: rate 20 pts. for <30 min., 15 pts. for <1 hr., 10 pts. for <2 hr., etc...]

_____ pts.

6. References (10 points) The quality of work performed on similar contracts in the past will be considered. Provide five references for evaluation.

[Example: rate 10 pts. for 5 references, 8 pts. for 4 ref., 6 pts. for 3 ref., etc...]

_____ pts.

CONTRACT AGREEMENT
Architectural, Engineering and Related Services

No. SHA-A25-001

THIS AGREEMENT, made and entered into January 1, 2025, by and between the Superior Housing Authority and Consultant.

WHEREAS, the Superior Housing Authority desires assistance with a variety of activities as set forth in its Proposal for an Indefinite Quantities Contract; and

WHEREAS, Consultant has special expertise and desires to render services in connection with such activities; and

WHEREAS, the Housing Authority desires to retain Consultant as an independent contractor to render the specified services with respect to said activity,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree with each other as follows:

1. Retention of Consultant as Independent Contractor.

The Superior Housing Authority hereby engages Consultant to provide services as described in paragraph 2 under the terms and conditions of this agreement, and Consultant hereby accepts such engagement.

2. Duties

The services to be performed by Consultant are more fully spelled out in the A&E Request for Proposals and Consultant proposal as accepted by the Superior Housing Authority. The terms and conditions of the proposal are hereby incorporated as if fully set forth herein and is attached to this document.

3. Compensation

The Superior Housing Authority agrees to pay to Consultant consideration at a rate set forth in the Consultant proposal and as further refined in the task orders that will germinate from this contract plus any actual expenses for the services set forth herein. Compensation will be paid to Consultant on an as completed basis (with respect to work completed by Consultant or an as incurred basis, with respect to cost incurred by Consultant in completing its

work under this agreement). Consultant shall submit a monthly disbursement request, setting forth the required disbursement, and the Housing Authority shall pay the amount of such required disbursement within 30 calendar days after receipt of the disbursement request.

4. Term

The term of this Agreement shall begin on the date set forth herein, and shall continue for two years from this date. Three (3) one-year options to continue with the contract with no break in service shall be maintained, if agreed upon in writing, by both parties. This agreement may be terminated upon thirty (30) days written notice by either party. Provided, however, if termination is failure by the Housing Authority to make payments, the notice for termination may be only ten (10) days. It is expressly noted that the Superior Housing Authority is guaranteeing Consultant no set amount of work under this contract. All work will be assigned and completed under task orders as set forth in the proposal received and accepted by the Superior Housing Authority.

5. Independent Contractor Status

The parties hereto acknowledge that Consultant is an independent contractor, and that neither Consultant nor any third party retained by Consultant is an employee of the Housing Authority.

6. Miscellaneous

a. Binding Effect. This agreement shall be effective as of the day first set forth above and shall be binding upon and inure to the benefit of Consultant and their successors and assignees. It shall be construed in accordance with the laws of the Commonwealth of Wisconsin.

b. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.

c. Amendments. This Agreement shall be subject to amendment or modification at any time only by written agreement of the parties.

d. Complete Agreement. This Agreement, together with any supplements or modifications thereof signed by the parties and the proposal presented by Consultant comprises the complete Agreement; none of the parties has made any representations or warranties other than those set forth in this Agreement and such supplements or modifications, if any. This Agreement may be executed in any number of counterparts which, when read together, shall constitute in the aggregate one instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement that date first above written.

Executive Director
Superior Housing Authority
1219 N. 8th Street
Superior, WI 54880

Consultant
Company Name
Address
City, State, Zip

Date

Date

TASK ORDER AWARD PROCESS

The Authority will issue a request for a possible Task Order to the IQC contractor. The request will provide background on the perceived need; it will identify any applicable requirements, indicate the desired services and/or products, anticipated performance deadlines and anticipated level of effort. The contractor will be expected to provide substantial assistance in responding to the task requirements.

The contractor will prepare a draft task order within a specified period for response (typically no more than 14 days).

The draft task order will provide:

- Task leader and key staff
- Proposed approach to accomplishing the task
- Work plan and schedule
- Budget and schedule of payments

The Authority will review the draft Task Order and approve it intact, negotiate modifications, or reject it with a request for re-submittal. If the Authority rejects a proposed Task Order, it can choose to pursue completion of the work by other means.

The Authority will issue a binding Notice to Proceed. The work will begin within fourteen (14) days unless otherwise specified in the Task Order Plan.

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, officer, or principal of the Contractor:

- a. Is presently debarred or suspended from covered transactions by any federal or state department/agency;
- b. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state or local) terminated for cause or default.
- e. The Contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number:
_____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who discloses to Contractor that it is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20_____

By _____
Authorized Signature for Contractor

Printed Name and Title

A&E REFERENCE CHECKS

Firm

Project(s)

Date Completed

HA/Business Contact

Contact Person

1. Did you have any problems with the Project team or Firm in general?

2. How accessible was the Project Manager or technician if a crisis situation developed?

3. Were Preliminary Plans, Final Documents and Cost Estimates completed on time?

4. How did the Actual Final Cost compare to the Original Budget Amount? Higher/Lower – (please explain)

5. Did this Firm, Project Manager, and/or technician work well with the maintenance department? - (please explain)

6. Since project completion, have there been any problems where follow-up has been required of the Consulting Firm, and if follow-up was required, how did the Firm handle the problem?

7. How knowledgeable was the Consulting Firm with handicap accessibility? (please use back of paper if needed)

8. Would you hire this Firm again and would you recommend their services to others?

9. Any final comments?

**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.

1.13 Reserved.

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

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

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

1.17 Non-applicability of Fair Housing Requirements in Indian 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.

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title: