

Request for Proposal

No. RFP-22-0920

Make Ready Unit Painting & Cleaning Services

Issued By:

The Housing Authority of Kansas City, Missouri

3822 Summit Street

Kansas City, Missouri 64111

October 7, 2022

**REQUEST FOR PROPOSAL
RFP-22-0920**

THE ABOVE NUMBER MUST APPEAR ON ALL RESPONSES AND RELATED CORRESPONDENCE.

REQUEST DATE: October 7, 2022

THIS IS NOT AN ORDER

Proposals Due:

November 8, 2022 by 2:00 p.m. Central

Mary Jackson

Contract Specialist

mjackson@hakc.org

Ph. (816) 968-4203

Pre-Bid Conference:

October 19, 2022 at 10:00 a.m. Central

Starting at Pemberton Heights

Located at: 3710 E. 51st St. 64130

PART ONE

INTRODUCTION AND BID STRUCTURE

1. This is a request for proposal (RFP) and is not an offer to contract. Instead, this RFP seeks to establish a common framework within which a contract may be reached between the Proposer and the Housing Authority of Kansas City, Missouri (HAKC). Further, this RFP and your firm's response will be the basis for and be incorporated into any legal contract between HAKC and the successful bidder. Proposals submitted in response to the RFP shall represent a firm offer to contract with the HAKC on the terms and conditions described in such proposals. Each representation of fact and promise of future performance therein will be incorporated into the contract as a warranty or covenant.
2. **MISSION STATEMENT OF THE HOUSING AUTHORITY OF KANSAS CITY, MISSOURI:** The Mission of the Housing Authority of Kansas City, Missouri is to develop, rehabilitate and manage decent, safe and sanitary quality affordable housing in a manner that promotes equal opportunity, fair housing and the deconcentrating of race and poverty. In accomplishing this goal, HAKC is committed to maintaining its developments as affordable housing assets that can meet the needs of low-income households in the long term and serve as viable community resources promoting economic independence and self-sufficiency for its residents.

The Housing Authority of Kansas City, Missouri is a municipal corporation and political subdivision of the State of Missouri organized under the laws of the State of Missouri. It owns and operates over 1700 units of conventional public housing in multifamily and single-family sites through the city and provides rental assistance subsidies to approximately 10,000 households under the Housing Choice Voucher program. The Authority has an annual operating budget of \$220 million.

3. **Pre-Proposal Meeting**

To be held on Wednesday, **October 19, 2022 at 10:00 am** to conduct onsite walkthrough on various properties and unit sizes:

Starting location - Pemberton Heights 3710 E 51st St
Brush Creek Towers – 1800 Cleaver Blvd II
Theron B. Watkins – 1301 Vine St.
West Bluff – 1210 West Bluff Dr.
Riverview Gardens – 299 Paseo Blvd.

4. For the convenience of the bidder, this solicitation is structured as follows:

Part I Introduction and Bid Structure
Part II Scope of Work Description and Terms

Documents

- a. Maintenance Wage Rate
- b. Section 3 Requirements
- c. Pricing Form
- d. Development Unit Sized
- e. No Bid Response Form
- f. **Notarized Non-Collusive Affidavit**
- g. **References (pertaining to similar projects)**
- h. **Listing of Proposed Subcontractors**
- i. **Statement of Qualifications**
- j. **Notarized Release of Information**
- k. **List of Core Employees**
- l. **Joint Venture Questionnaire**
- m. General Contract Conditions – HUD 5370-C
- n. Instructions to Offerors – HUD 5369
- o. **Certifications and Representations of Offerors –HUD 5369-C**
- p. Sample Contract

BOLD indicates forms required to be completed and returned with **every** bid submission.

Failure to provide the indicated forms, may cause your submission to be removed from consideration.

1. SCOPE OF WORK

The Housing Authority of Kansas City, Missouri (HAKC) is seeking proposals to contract with qualified companies or individuals for **Ready Unit Painting and Cleaning** in accordance with the attached scope of work.

Term – this service contract will be for a three (3) year term with the option for two (2) – one (1) year renewals at the sole option of HAKC.

2. TAXES

HAKC is a sales tax exempt entity. Copies of the sales tax exemption information will be provided to the successful bidder on request. The contractor shall not include in the bid amount, any taxes chargeable against the performance of the work.

3. PERMITS

Before starting work, the contractor shall obtain and pay for all necessary permits and licenses whether issued by the State, County, or City, and furnish proof of insurance as required, for all work under these specifications. The contractor shall be held responsible for all violations for any cause in connections with the work.

4. CHARACTER OF WORKMEN AND WORK

At all times, the contractor shall be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform the work assigned to them properly.

5. ASSIGNMENT OF THE CONTRACT

The contractor shall not enter into any sub-contracts' or assign, transfer, convey or otherwise dispose of the ensuing contract, or any and all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of HAKC.

6. PROVISIONS FOR CHANGES OR AMENDMENTS.

If at any time HAKC desires to expand, alter, or terminate a portion of the scope of work, as defined herein, the contract will be amended to reflect these changes at costs/deductions acceptable to both parties. HAKC shall provide prior written notice to the contractor for any changes to the scope of work. The contractor shall not hold the Authority responsible for termination due to no fault of HAKC.

As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the **Project Manager, Jerome Robins at 816-564-2503**. The HAKC will not be responsible for payment of any change(s) not authorized in advance, by the Project Manager.

7. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the federally funded area, and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. As a recipient of HUD funding, HAKC maintains an aggressive Section 3 policy, which emphasizes employment of public housing residents, or other low-income residents on contracts let by the Authority and that affirmative efforts be taken to contract with Section 3 business concerns, which includes resident-owned businesses.

HAKC believes that Section 3 is an effective tool for advancing economic development and self-sufficiency opportunities for public housing residents. HAKC requires the contractor to emphasize resident hiring for new positions required because of this contract. See "Section 3 Program" attachment for additional information on compliance with Section 3 requirement.

8. INSURANCE, BONDING AND HOLD HARMLESS AGREEMENT

The contractor must carry insurance with respect to property and operations as set forth below. If applicable, Fidelity Bond requirements may be set prior to contract execution.

Liability/Bodily Injury

General:

- a) Three million dollars (\$3,000,000) for all claims arising out of a single occurrence;
- b) Four hundred thousand dollars (\$400,000) for any person in a single accident or occurrence;
Property Damage
- c) Five hundred thousand dollars (\$500,000) for each occurrence.

Auto:

- d) Five hundred thousand dollars (\$500,000) each person
- e) Five hundred thousand dollars (\$500,000) each occurrence
Property Damage
- f) Five hundred thousand dollars (\$500,000) for each occurrence

Worker's Compensation

- g) Policy shall contain limits \geq the policy limits required by state or federal law, and not less than: Five hundred thousand dollars (\$500,000) per accident

In addition, the contractor agrees that it will indemnify and hold HAKC harmless for any acts, including acts of negligence, on the part of the contractor's agents or employees and from any and all claims on or about the premises resulting from the acts, including acts of negligence, of the contractor, its employees, or agents. The contractor shall investigate and furnish HAKC with full reports on all accidents, claims and potential claims for damages relating to the services provided under this contract, and will cooperate fully with HAKC and its' agents in connection with all claims.

As a "public entity" seeking to enter into a written contract with a "Contractor" for a "public works" project as those terms are defined in Section 107.170 RSMo., estimated to meet or exceed the sum of fifty thousand (\$50,000.00) dollars, the HAKC must require the Contractor to furnish to HAKC a payment bond with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such work,

and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. As an additional condition of the contract the Contractor shall also furnish to HAKC a performance bond with good and sufficient sureties in the amount of **one hundred per cent (100%)** of the total cost of the contract whereby said surety shall, among other things, insure for the completion of all work that is the subject of the contract. All bonds executed and furnished pursuant to this contract shall be deemed to contain the requirements and conditions set out within Section 107.170 RSMo., regardless of whether the same be set forth in said bond, or of any terms or provisions of the said bond to the contrary notwithstanding.

9. PAYMENT

In order for payment to be processed, the contractor must:

- a. Certify that no additional staff was hired in order to complete this project. This will be verified by submission of the payroll sheets, (if Davis Bacon applies).
- b. If additional staff is to be hired, contractor must advertise in the newspaper of record for the area, and demonstrate that additional contacts were made to locate qualified Section 3 residents. Sources for locating Section 3 residents include the individual development where the work is to be performed; other HAKC developments; HAKC's Department of Resident Services; the City of Kansas City, Missouri; etc. If additional staff were hired, contractor must show proof that 30% of those hired (one individual hired for each three positions filled) are Section 3 residents in accordance with current median income data.

This information can be found at the following website: www.factfinder.census.gov/home/saff/main.html.

- c. If no qualified Section 3 residents are available, the contractor must show proof of attempts to locate and hire Section 3 residents.
- d. If additional staff are hired for this project, one-third (1/3) of the available hours for the "new" positions must be worked by the Section 3 resident.
- e. For additional information, contractors may refer to 24, CFR, Sec. 135.38.
- f. Contractor shall certify that all employees of the contractor are United States citizens or have work visas to work in the United States. Copies of the work visas shall be submitted with the first payroll sheets submitted requesting payment.

The contractor shall invoice per the firm, fixed prices indicated on the Bid Form. The firm, fixed prices shall be legally binding for the entire term of the contract. When providing services, contractor must obtain the signature of the Property Manager or their designee, on the work order or receipt, to verify the service/work provided is complete, satisfactory and in accordance with the scope of work. A copy of said work order or receipt is to be provided with each monthly invoice.

- g. Invoices for payment shall be submitted monthly in accordance with the agreement and to be considered complete must include:

- Date of Service
- Agreement #
- Description of Work Performed
- Invoice number
- Name of Service Provider
- Cost

The contractor shall submit all requests for payment under this contract to:

Accounts Payable
Housing Authority of Kansas City Missouri
3822 Summit Street
Kansas City, MO 64111

Monthly invoices (with required backup) may be submitted electronically to ap@hkc.org.

10. QUESTIONS

Questions relating to the bid content or procedures for submission must be submitted in writing via e-mail to:

Mary Jackson, Contract Specialist at mjackson@hkc.org

11. SUBMISSION REQUIREMENTS

Proposals must be received at the offices of the Housing Authority of Kansas City, Missouri no later than **2:00 PM CDT, November 8, 2022**. **Proposals will be accepted via drop off, USPS or email to procurement@hkc.org**

Technical Proposals shall be submitted separate from the Pricing Proposal and clearly identified as a response to the "Request for Proposals – RFP – 22-0920 Make Ready Painting & Cleaning Services 1) Technical Proposal and 2) Cost Proposal.

Any submission received later than **2:00 PM CDT, November 8, 2022** will not be accepted. The bidder is also responsible for demonstrating adequate staffing for managing multiple jobs within the periods specified herein.

When the contractor is declared the successful bidder, and at the time the contract is signed, he/she may be asked to certify that:

- a. Contractor is aware that Maintenance Wage Rate Decision 2022 applies
- b. Contractor will, or will not, be required to hire additional staff
- c. Contractor will comply with, and provide documentation of US citizenship or legal status for all his/her employees
- d. Contractor has the necessary financial resources available to complete the work associated with this contract.

Failure to follow the instructions of this RFP may result in the elimination of your bid as being non-responsive. Failure to sign your completed proposal will be cause for automatic rejection.

HAKC reserves the right to consider historic information whether gained from the proposal, references, or any other source, in the evaluation process. HAKC also reserves the right to reject all bids/proposals, make no award, multiple or partial awards, and to waive any minor informality or irregularity in the bids/proposals received in response to this solicitation.

12. **PROPOSED SCHEDULE**

Pre-Bid Meeting:	October 19, 2022 at 10:00 am
Questions Due By:	October 21, 2022
RFP Closing Date:	November 8, by 2:00 pm

13. **REQUIRED CONTENT AND SUBMITTAL FORMS**

Respondents must submit the following documents with the proposal:

- 1. Information requested on evaluation criteria
- 2. Pricing Form(s)
- 3. Required Contract Documents (attachments)

14. **EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee on the basis of the following criteria:

14.1 **Service Program Plan Understanding the Proposal – 25 pts**

Responsiveness to this Request for Proposal, the specifications and general provisions to the Scope of Work services described.

14.2 **Experience and Capabilities - 25 pts**

Respondents must provide a brief history of their business (maximum one page) including the number of years the vendor has been in business and its major relevant experience with similar program.

14.3 **References – 15 pts**

References in the areas of painting, cleaning and general maintenance repair services. Three (3) references required of similar scope of services.

14.4 **Interview – 15 pts**

If applicable.

14.5 **Costs – 20 pts**

Cost of services to be provided as a flat fee for the services requested in this RFP. In addition, provide cost of services stated as an hourly fee describing additional services that may be provided as requested.

15. EVALUATION PROCESS

The HAKC will consider a proposal non-responsive when critical information is lacking or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the HAKC.

15.1 Responsive proposals will be evaluated in the following manner:

- a. An evaluation committee will review, rank-order and score all proposals individually on their technical merits and according to the criteria established in Section 12 of this RFP. The committee may contact respondent(s) if any clarification is needed on the proposal.
- b. Based on the rankings of the evaluation committee, respondents whose proposals are in the competitive range may be asked to participate in negotiations to discuss factors to ensure a mutual understanding of both HAKC's requirements and the bidder's proposal. Negotiations may be conducted either in person or by telephone. **However, HAKC may determine that negotiations are not necessary and make an award based on the initial proposals received in response to this solicitation.**
- c. If negotiations are to occur the HAKC will establish a date and time for negotiations. Once negotiations have concluded, HAKC may request Best and Final offers.
- d. Best and Final offers will be submitted only once unless the Manager of Procurement and Contracts or General Counsel makes a written determination that is in HAKC's best interest to conduct additional negotiations or change HAKC's requirements and request another submission of best and final offers. After Best and Final offers are received, a final round of evaluations may occur.
- e. The responsive firm whose proposal is most advantageous to the HAKC may be recommended for award. If a contract is awarded, it will be awarded to the firm that provides HAKC with the best value and service based on the evaluation criteria.

PART TWO

Scope of Work

Housing Authority of Kansas City

Project: Ready Unit Painting and Cleaning
Locations: HAKC Family Developments and Scattered Sites Units

Please note your bid must be indicated on the Bid Form that is included in this Invitation for Bids. The Bid Form is your official response and requires your signature in order for your bid to be considered responsive and responsible.

It is the Contractors responsibility to make a site visit and take steps as may be reasonably necessary to ascertain the nature and location of the work and general conditions that could affect the work or the cost thereof.

Over the past two and half years the Housing Authority of Kansas City averaged approximately 40 vacated units per month, which required painting and cleaning services. It's imperative that the Contractor performing this contract properly staff to handle the average vacated units and anticipate the possibility of above average vacancies.

1. **PAINTING SERVICES**

Units range in size from Studios to 5-Bedrooms with some minor variance in size within a given type of unit. Paint and primer, if necessary, will be provided by the HAKC. In most instances paint and primer for a unit will be located in the unit to be painted and cleaned. Please note on occasion, while available at the development site, paint may have to be obtained from the Property Manager. All unused paint shall be left in its original container in the unit. Due to settling issues the HAKC will only provide caulk for Chouteau Courts Apartment Complex.

The Contractor agrees that individual work orders, for painting and cleaning, from the time work begins until the unit is complete, is as follows: 72 hours (3 days) for a studio or one bedroom unit; 96 hours (4 days) for a two- or three-bedroom unit; and 120 hours (5 days) for a four or five bedroom unit. Days are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Additional time will be allowed for additional services e.g. cabinet refinishing, knock-down application, floor refinishing. The Property Manager will contact the Contractor for scheduling via email or telephone. The Contractor shall make contact with the Property Manager within 1 business day for scheduling. Should the Primary Contractor fail to return the message or unable to begin work at a minimum in 72 hours the Property Manager may contact a separate contractor to obtain these services. However, failure to meet these deadlines may result in termination of this contract. **All completed work must be inspected and approved by the Property Manager, or their designee within 24 hours of completion.** Any noted deficiencies must be corrected within 24 hours of notification.

The scope of work is for interior painting of unoccupied residential units on an on-call basis. Complete interior painting is defined as the application of one coat of latex semi-gloss enamel on previously painted walls, ceilings, wall base, previously painted doors, window frames, and doorframes (Note: this includes the exterior side of all front and rear entry doors). This includes surface preparation, touch up, filling of nail/anchor holes, sanding of gouges and patching areas two (2) square feet or less in size (to include texture, if applicable), and applying primer to the wall surface. Natural finished wood shall not be painted unless the Property Managers states otherwise. Natural finished wood shall be cleaned, sanded and coated with one coat of clear varnish.

The table below (Table 1) shows the HAKC calculation averages for the different size units.

Table 1

<u>Item</u>	<u>Wall Area</u>	<u>Ceiling Area</u>	<u>Windows</u>	<u>Interior Doors</u>	<u>Exterior Doors</u>
S	1200	425	4	5	1
1	2080	560	7	8	1
2	2340	740	8	8	1
3	2840	824	11	8	2
4	3496	1248	17	11	2
5	4096	1450	19	14	2

2. LABOR, TOOLS, AND EQUIPMENT REQUIREMENTS

- 2.1 All labor, tools, and equipment required for interior painting of specified residences shall be provided by the contractor.
- 2.2 No thinning of ready mixed paint will be allowed.
- 2.3 Paint and other coatings shall be thoroughly stirred, have uniform consistency, be applied within limitations of manufacturer (humidity, temperature, surface preparation, and sun exposure.)
- 2.4 Contractor shall perform all necessary prep, including but not limited to: the thorough cleaning and sanding of all wall surfaces to assure a proper and uniformed application, caulking joints, puttying of defects and nail holes, and masking and the protection of non-painted surfaces/materials. All outlet covers shall be removed, cleaned and reinstalled only after the paint is thoroughly cured. The Property Manager reserves the rights to have the Contractor remove and dispose of existing outlet covers. In these instances, the Property Manager will provide new outlet covers for the Contractor to install.
- 2.5 Application rates shall be at least 1.5 mil thick.
- 2.6 Finish work shall be free of brush marks, lap marks, streaks, skipped or missed areas, sags, runs, defects such as granules of dirt or texture particles, drips, spills, splashes, stains, finger marks, and application defects such as air bubbles.
- 2.7 Clean up ALL paint splatters or droppings. Surfaces that were previously painted must be brought to the manager's attention prior to work commencing. The contractor will be held liable for cleaning surfaces that were not reported and not intended for paint such as hardware, sprinkler heads, baseboards, electrical outlets, cabinets, trim etc.
- 2.8 Finish previously painted/varnished interior doors on tops, bottoms, side edges, and faces to match face finish.
- 2.9 Previously painted doors, windows, frames, and baseboard shall be repainted. This includes portable and stationary closets located at Dunbar Gardens.
- 2.10 Natural finished wood shall be lightly sanded, cleaned and one coat of clear varnish applied.
- 2.11 Protect work of other trades, whether to be painted or not, against damage by painting and finish work. Correct any damage by cleaning, repairing, or replacing, and repainting as acceptable to owner. Preexisting damage must be reported to the property manager prior to work commencing.
- 2.12 The contractor shall apply coatings per manufacturers written application instructions.
- 2.13 Any requirement for a second coat of paint must be approved by the Property Manager, or their

designee, in advance. **Contractor acknowledges work performed without prior approval is done so at the contractor's sole expense.**

2.14 Texture applied to finish surfaces must match surrounding areas.

2.15 There may be instances where a substantial amount of wall/ceiling texture may be requested. Contractor shall provide an alternate square foot price for knock down, pop-corn and orange peel finishes.

3.0 ALTERNATE PRICING FOR KITCHEN AND BATH CABINET REFINISHING

This work will only be issued on an as needed basis and work is to only be performed with the authorization of the property manager.

3.1 Naturally finished cabinets shall be cleaned, lightly sanded and one coat of varnish applied. Varnish to be supplied by contractor.

3.2 Previously painted cabinets shall be cleaned, caulked, holes filled as needed and one coat of paint applied. HAKC will supply paint.

CLEANING SERVICES

4.0 LABOR, SUPPLIES AND CLEANING REQUIREMENTS

The Contractor agrees to provide training to all cleaning personnel providing services under this agreement on the proper use of all cleaning supplies.

All cleaning equipment and supplies are to be furnished by the cleaning Contractor.

The HAKC defines the word clean as free from dirt, debris, dust, foreign or extraneous matter and sanitized. Please refer to the Property Manager if further clarification is needed. For information purposes, the following cleaning supplies are recommended/required:

- High gloss floor wax (required)
- Industrial floor stripper (required)
- Wood oil soap
- Toilet bowl cleaner
- Oven cleaner
- General purpose degreaser
- Window cleaner
- All purpose disinfectant cleaner
- Shower/Tub Cleaner

5.0 GENERAL CLEANING OF THE UNIT

- a. All light covers, not already removed by painter, will be removed, cleaned and secured back in place.
 - b. All windows shall be cleaned thoroughly, to include inside and out, windowsills, window tracks, window stool areas and mini blinds.
 - c. All cabinets and drawers to be sanitized, wiped free of dead insects, dust, debris, inside and out and all cabinets and drawers to be cleaned with wood oil soap.
 - d. Clean all ceiling fans
 - e. Thermostats to be wiped free of foreign matter.
 - f. All vents and louvers shall be **removed**, wiped free of dust inside and out and reinstalled.
- 5.1 Bathrooms and fixtures shall be thoroughly cleaned to include, but not limited to, the toilet, bathtub,

shower, medicine cabinet, mirrors, vanity, vanity cabinet, tile and exhaust fan cover. Exhaust fan covers shall be removed and wiped clean; internal components shall be wiped cleaned prior to reinstalling exhaust cover. Clean and shine all faucets.

- 5.2 Bedrooms shall have all closets, shelves and storage areas cleaned.
- 5.3. Kitchens shall be cleaned as follows:
- a. Stove to be thoroughly cleaned; burner assembly, oven, broiler pans and broiler drawer to be free of burnt on food, grease and grime.
 - b. Exterior of stove to be cleaned with degreaser and wiped clean (front and sides).
 - c. Range hood to be cleaned with degreaser and wiped clean.
 - d. Refrigerator cleaned inside and out and eliminating stains.
 - e. All countertops, backsplash, tile and sink areas shall be thoroughly scrubbed and wiped clean.
 - f. Clean and shine all faucets.
- 5.4 Tile floors:
- a. Shall be cleaned, removing all wax and dirt using an industrial strength vinyl floor stripper and a commercial stripper machine(s) and applied per manufacturer's instructions.
 - b. Apply a minimum of two full coats of high gloss wax solution over the floor and allow each application to dry thoroughly before applying the next coat. All waxed floors shall be buffed using a rotary polisher, including hardwood floors.
 - c. Wood floors shall be thoroughly cleaned and one coat of wax applied. Flooring shall be buffed using an industrial sized machine.
- 5.5 Carpet shall be thoroughly vacuumed to remove any debris. The HAKC will shampoo carpets.
- 5.6 Entry doors shall be cleaned inside and out to remove dust, dirt and foreign matter, to include all components of storm doors, and all thresholds. Front and rear porches/decks shall be swept and made clean of all dirt and foreign debris.
- 5.7 Hallways/Stairwells
- a. All stair treads and cove base shall be scrubbed clean and wiped free of all foreign matter.
 - b. All globes, thermostats and light switch covers shall be cleaned and wiped free of all foreign matter.
- 5.8 Equipment Room areas must be thoroughly cleaned, wiping all dust off the furnace, water heater and ductwork surfaces. Cobwebs are to be removed in its entirety. Floors are to be cleaned and mopped as necessary. Exterior storage areas must also be cleaned (only at Guinotte Manor, Riverview and a few Scattered Site locations).
- 5.9 Scattered Site Basements/Attached Garages shall have all cobwebs removed, walls shall be wiped clean and floor surface thoroughly cleaned to remove all foreign matter.

6.0 PAINTING AND CLEANING UNIT ACCESS AND INSPECTION INFORMATION

Keys for a unit scheduled to be painted and cleaned shall be signed out by the Contractor or their designee and shall be returned to the Property Manager on completion and approval of the final inspection. Should a contractor lose the keys to a unit, responsibility for replacing the locks shall be the responsibility of the contractor.

HAKC staff will perform the initial trash out of a unit, which will include all bulky items and all personal items including food items, which may have belonged to the previous tenant. For example, dust, dirt and small debris which can be swept into a dustpan will remain in the unit. Such debris may be a result of the previous tenant or maintenance work performed in the unit. The HAKC will not be liable to sweep a unit in preparation of this contract. The Contractor is expected to sweep, bag and properly dispose of all remaining small debris.

Removal of all trash generated by the Contractor in the performance of the work will be the responsibility of the contractor. Trash shall be bagged, secured, and properly disposed of on site. The contractor will be responsible for the off-site disposal of any hazardous or other materials that cannot be properly disposed of in a residential trash container. Do not use the drains within the unit(s) for disposal of paints, paint thinners, varnish etc... The Contractor will be responsible for the off-site disposal of these and similar materials.

Upon the Contractor's notification of completion of services, all work will be inspected within 24 hours by the Property Manager, or their designee, The Contractor must contact the Property manager to schedule the inspection, prior to the close of business (5:00 p.m.) on the final day of the project. In the event the Property Manager will not be available the unit will be inspected by his/her designee. Upon approval of work completed, the Property Manager or their designee shall sign & date the invoice/work ticket for this unit. This signed verification shall be submitted with the monthly invoicing.

In order to facilitate the final inspection and/or contact the Property Manager during the completion of the project, a listing of the office and cellular telephone numbers for each of the Property Managers will be provided.

Development Unit Sizes

Developments	Studio	1 BR	2BR	*3BR +	4 BR	5BR
Brush Creek - 1800 Emmanuel Cleav	417 sq ft	446 sq ft	646 sq ft	N/A	N/A	N/A
Jaqueline Banks - x4195						
Pemberton Heights - 3710 E 51st St	N/A	530 sq ft	703 sq ft	N/A	N/A	N/A
Monique Jones - x4198						
Dunbar Gardens - 3392 Colorado	428 sq ft	576 sq ft	1,163 sq ft	N/A	N/A	N/A
Daniela Campbell						
T.B. Watkins - 1301 Vine	N/A	589 sq ft	1,026 sq ft	1,404 sq ft	1,533 sq ft	1,682 sq ft
Joyce Boul -x4193						
Wayne Minor Court - 1940 E 11th S	N/A	N/A	N/A	* 1,039 sq ft	N/A	N/A
*3BR+ = (All units are the same size)						
Guinotte Manor - 1100 E 4th St	N/A	636 sq ft	897 sq ft	1,047 sq ft	1,244 sq ft	N/A
Monica Dunlap - x4192						
Riverview Gardens - 299 Paseo	N/A	506 sq ft	747 sq ft	1,006 sq ft	912 sq ft	N/A
Chrissy Armstead - x4164						
West Bluff - 1210 W Bluff	N/A	626 sq ft	785 sq ft	927 sq ft	1,124 sq ft	1,296 sq ft
Avona Wright - x4194						

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations		HUD FORM 52158 (06/2006)
Agency Name: Kansas City, Missouri Housing Authority 920 Main Street Kansas City, MO 64105	LR 2000 Agency ID No: MO002A	Wage Decision Type: Routine Maintenance Nonroutine Maintenance	
FY 2020 - 2022 Contract Maintenance - Approved - Amended	Effective Date: 1/1/2020	Expiration Date: 12/31/2022	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>William Moore (Signed)-//ss// Contractor Industrial Labor Relations Specialist, Davis-Bacon and Labor Standards (DBLS) Division 3/10/2020</p> <p>_____ HUD Labor Relations Date (Name, Title, Signature)</p>			
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	



Painter
 General Laborer
 Carpet Installer
 Tree Trimmer
 HVAC Repair
 Plumber
 Electrician
 Carpenter
 Roofer
 Landscaping and Groundskeeping Worker

\$20.01
 \$19.50
 \$20.84
 \$25.48
 \$23.84
 \$29.78
 \$28.63
 \$25.73
 \$21.76
 \$14.98

N/A
 N/A
 N/A
 N/A
 N/A
 N/A
 N/A
 N/A
 N/A

The HUD Davis-Bacon and Labor Standards (DBLS) Division establishes and issues prevailing maintenance wage rates for maintenance workers/services (employee and contractors) performing maintenance work at low-income public housing units owned/operated by Public Housing Authorities (PHA). PHA's may not pay less than these rates or the applicable State Minimum Wage Rate, whichever is greater. Questions on these rates may be addressed to the approving authority at 913.551.6606.

POST in an area of the housing authority that is visible and accessible to all maintenance workers.

The agency employee benefit

program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

FOR HUD USE ONLY LR2000:

Log in: Directed
 Log out: 3/10/2020

 LR Staff Initial

**Page 1 of Pricing Form
RFP-22-0920**

Date: _____

FROM: _____
(Hereinafter called the "Bidder")

TO: Housing Authority of Kansas City, Missouri
3822 Summit Rd.
Kansas City, Missouri 64111
(Hereinafter called the "Owner")

The undersigned bidder for _____,
(*bidder's company name*) located at _____, (*bidder's company address*) in accordance with the applicable specifications and related documents prepared by the Housing Authority of Kansas City, Missouri, and having familiarized itself with the local conditions effecting the cost of the Work at the place where the Work is to be done (if applicable) and with the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, Special Conditions, Form of Agreement and other Contract Documents, and having examined the location of the proposed Work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all the Work required for **Ready Unit Painting and Cleaning** in accordance with the scope of work, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addendum Nos _____, _____, and _____, the receipt of which is hereby acknowledged), for the lump sum(s) hereinafter specified.

MBE/WBE PARTICIPATION

Does the bidder have a MBE/WBE policy for awarding to subcontractors? _____

The bidder agrees to make every effort to carry out this MBE/WBE policy through award of subcontracts to minority/women's business enterprises to the fullest extent consistent with the efficient performance of this contract.

If 'YES', indicate potential MBE/WBE participation level below:

MBE Percentage Participation _____ %
WBE Percentage Participation _____ %

**ALL pages of this Pricing Form must be:
filled out completely, signed and returned.**
**Failure to complete and submit all documents requested in
this RFP may remove your bid from consideration.**

**Page 4 of Pricing Form
RFP-22-0920**

PRICING FORM – Renewal Year Two

The unit and labor prices stated herein shall be legally binding for the term of the contract. Respondents are responsible for reviewing the work areas prior to submitting a bid. **HAKC reserves the right to award more than one contract as a result of this solicitation.**

<u>Size of Unit</u>	<u>Paint</u>	<u>Prime</u>	<u>Clean</u>	<u>Total Unit Price</u>
1. Studio	\$ _____	\$ _____	\$ _____	\$ _____
2. One Bedroom	\$ _____	\$ _____	\$ _____	\$ _____
3. Two Bedroom	\$ _____	\$ _____	\$ _____	\$ _____
4. Three Bedroom	\$ _____	\$ _____	\$ _____	\$ _____
5. Four Bedroom	\$ _____	\$ _____	\$ _____	\$ _____
6. Five Bedroom	\$ _____	\$ _____	\$ _____	\$ _____

Alternate Pricing for Knock-Down Applications \$ _____/square foot

Alternate Pricing for Cabinetry Refinishing \$ _____

Alternate Pricing for Complete Floor Refinishing \$ _____

The Bidder understands that the Owner reserves the right to reject any or all bids, to waive minor informalities in any bid, to award the contract in the Documents by mutual agreement with the successful bidder.

The Bidder agrees to deliver to the HAKC the Certification of Insurance, Representations, Certifications and Other Statements, HUD-5369/HUD-5369-C (as applicable) and any applicable bonds.

Name of Firm Street Address

Telephone Number City, State, Zip Code

Federal Tax ID Number Authorized Officer/Title

Date Signature

NO BID REPLY FORM

HOUSING AUTHORITY OF KANSAS CITY (HAKC)

**REQUEST FOR PROPOSAL (RFP) # 22-0920
MAKE READY PAINT & CLEANING SERVICES**

To assist us in obtaining good competition on our Request for Proposals (RFP), we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return to the Procurement department via email with the subject line "RFP #22-0920."

This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

____ 1. We do not wish to participate in the bid process.

____ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

____ 3. We do not feel we can be competitive.

____ 4. We do not provide the services on which Bids are requested.

____ 5. Other:

____ We wish to remain on the Bidders' list for these services.

____ We wish to be removed from the Bidders' list for these services.

FIRM NAME

SIGNATURE

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says:

That he is _____.
(Partner, Officer of Firm, Corp., etc.)

The party making the foregoing proposal or bid and attests to the following:

1. That no part of the contract price received by affiant was paid or will be paid to any person, or corporation, firm association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant who services in connection with the construction of the public building or project were in the regular course of their duties for affiant: and
2. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Kansas City, Missouri or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Name of Firm)

(Signature of Bidder)

Subscribed and sworn to before me this _____ day _____, 20__

NOTARY PUBLIC

My commission expires: _____

REFERENCE FORM

(Duplicate as needed – 3 Required* for Similar Work)

For: _____

Name of Reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

Email: _____

Contract Value: _____

Dates of Contract: _____

Scope of Contract: _____

THIS SPACE FOR HAKC USE ONLY

***Failure to provide required references may result in removal from
consideration for contract award***

GENERAL REFERENCES

BANKS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

TRADE

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

SUBCONTRACTORS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

Does contractor intend to use Sub-Contractors: Yes No

(For contracts over \$100,000 – Refer to #2-b of HUD 5370
for guidelines on utilizing Sub-Contractors)

LISTING OF PROPOSED SUB-CONTRACTORS

COMPANY	TRADE	MBE/WBE (Y/N)	ESTIMATE OF CONTRACT

**The following information will be required from
any/all sub-contractors:**

- Core Employee List
- Registry Verification – Secretary of State of Missouri
- Complete Contact Information (to include email)
- Certification of Davis-Bacon Compliance (as applicable)
- Waiver & Release of Lien
- Copy of Contract between GC and Sub-contractor
- References for similar work

General Contractor _____

By _____

Title _____

STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s).

1. Name of Company: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Email: _____

2. Name of Owner(s): _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Email: _____

3. Date Company was Established: _____

4. Are you a Sole Proprietorship? _____

Partnership? _____

Joint Venture? _____

Corporation? _____

If a corporation, please enclose a copy of corporation papers and corporate seal.

5. How many years have you been engaged in business under your present firm or trade name? _____

6. Give the name and address of any other contract firm under which the owners or partners have operated. Include dates:

NAME	ADDRESS	DATE

7. Current contracts: (Give name, address, phone number, amount of each contract, and appropriate anticipated date of starting and completion.)

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

8. General scope of work performed by your Company, (i.e., general contracting, specialty in any particular trade).

9. Are you minority owned? _____. If so, are you certified as an MBE/WBE with the City or State? _____. Section 3 certified? _____. **ATTACH a copy of ANY/ALL certifications.** HAKC Resident owned business? _____.

10. If resident owned, provide the information below:

NAME	% of OWNERSHIP	RACE	SEX	TITLE

11. Have you ever failed to complete any work awarded to you? _____ If so, when, where and why?

12. Have you ever defaulted on a contract? _____ If so, when, where and why?

13. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include the name, address and phone number of each party.

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

14. List name, address, background and experience of the principal members of your organization, including the officers (if needed, use additional sheets).

NAME	ADDRESS	BACKGROUND EXPERIENCE

15. Has the company ever been party to or involved in any action related to discrimination based upon race, nationality, sex, or religion? _____ If so, give full details:

16. Has the company ever caused a lien for material or mechanical work default payment to be placed against owner? _____ If so, when, where, why and resolution:

17. Social Security Number: _____

18. Federal I.D. Number: _____

19. Insurance Company: _____

Amount of Insurance: _____

Bonding Agent: _____

Bonding Agent Email: _____

Amount of Bond: _____

Include a copy of a current insurance certificate.

(A copy of the insurance certificate showing the Housing Authority of Kansas City, Missouri as Additional Insured will be required before a Notice to Proceed (NTP) will be issued)

20. Are you certified by any other agencies? _____

Names of Agencies:

21. Sign the following statement to authorize the release of information to the HAKC for the purpose of verifying your responses.

JOINT VENTURE QUESTIONNAIRE

The following questionnaire must be fully completed and submitted concurrently with the Contractor's Statement of Occupation by all Contractors submitted as a joint venture.

Names of Firms involved in the Joint Venture: _____

1. Specify the percent of Minority Business Enterprise/Women Business enterprise (MBE/WBE) ownership in terms of profit and loss sharing.
2. Describe the Capital Contributions by each Joint Venturer.
3. Describe the financial controls of the Joint Venture: Who will keep the books, how will expenses to be reimbursed what is the authority of each Joint Venturer to commit to obligate the others?
4. Explain the relationship of ownership, options for ownership or loans between the Joint Venturers.
5. How and by whom will the on-site work be supervised?
6. Who will be responsible for material purchases and how will the purchases be financed?
7. Who will provide the equipment, the estimated cost thereof and how will the equipment be financed?
8. How and from whom will bonding be acquired; insurance; name of company(s) providing bonding and insurance.
9. Describe the experience and business qualifications of each Joint Venturer.
10. Submit copies of any Joint Venture Agreement.

Signature of Affiant

Date

Signature of Affiant

Date

Signature of Affiant

Date

General Conditions for Non-Construction Contracts U.S. Department of Housing and Urban Development Office of Public and Indian Housing Section II – (With Maintenance Work) Office of Labor Relations OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

=====
Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

- (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in: (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in

accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Instructions to Offerors Non-Construction

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by:
 - (1) Signing and returning the amendment
 - (2) Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) Letter or telegram, or
 - (4) Facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

and Urban Development Office of Public and Indian Housing

must –

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
 - (2) Have a satisfactory performance record;
 - (3) Have a satisfactory record of integrity and business ethics;
 - (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
- (a) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.
- ## 6. Late Submissions, Modifications, and Withdrawal of Offers
- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or by facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays; or
 - (4) Is the only offer received.
 - (b) Any modification of an offer, except a modification resulting from the HA's request for “best and final” offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
 - (c) A modification resulting from the HA's request for “best and final” offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
- (f) The only acceptable evidence to establish the data of mailing a late offer, modification, or withdrawal sent by Express Mail Next Day Service-post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- (h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

- (a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The HA may:
 - (1) Reject any or all offers if such action is in the HA's interest,
 - (2) Accept other than the lowest offer,
 - (3) Waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- (c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding

contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

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

8. Service of Protest

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

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope. It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

(As described in the HA's IFB/RFP)

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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

and Urban Development Office of Public and Indian Housing

51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

HUD-5369-C (8/93)

Previous edition is obsolete page 2 of 2 ref. Handbook 7460.8

**CONTRACT FOR MAINTENANCE WORK
(INCLUDING NON-ROUTINE MAINTENANCE) – SAMPLE**

Contract No. _____

Prevailing Wage is Required

This Contract is made this ____ day of _____, 2022, by and between the Housing Authority of Kansas City, Missouri, a Missouri municipal corporation created pursuant to RSMo. §99.040, having its principal place of business at 3822 Summit Rd Kansas City, Missouri, 64111 ("HAKC"), and _____, (Contractor") having its principal place of business at _____.

1. DEFINITIONS

- 1.1 "HAKC" means the Housing Authority of Kansas City, Missouri.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "Contract" means this Contract for Maintenance Work dated _____, 2022, entered into between HAKC and Contractor. Contract also includes the following component parts/documents:
 - 1) **The Invitation for Bid Proposal No./ dated _____ incorporated herein by reference;**
 - 2) **The Scope of Work incorporated herein by reference;**
 - 3) **The Contractor's Written Bid submitted by the Contractor in response to the Invitation for Bid attached hereto and incorporated herein;**
 - 4) **the Specifications, if any and;**
 - 5) **Form HUD 5370-C Section II, attached hereto and incorporated herein.** "Contract" also includes any written and signed changes to any of these documents, by Addendum, Change Order, or other written and signed modification.
- 1.4 "Contractor" means the person or other entity entering into this Contract with HAKC to perform all of the work required under this Contract.
- 1.5 "Contracting Officer" means the authorized person who signed this Contract for HAKC.
- 1.6 "Day" means a calendar day unless otherwise indicated.
- 1.7 "Default" means the failure of the Contractor to fulfill the contract obligations.
- 1.8 "Work" means the promises, tasks, responsibilities, and duties that Contractor promises to perform and deliver to HAKC as set forth in this Contract and specifically described in the **Scope of Work** and the **Contractor's Written Bid**.
- 1.9 "Work" means the Work performed by the Contractor pursuant to this Contract.

2. TERM OF CONTRACT

- 2.1 The term of this contract shall begin on _____, 2022, and shall be for a period of **Two (2) years - _____, 2024 with the option to renew twice for a further one (1) year period.**

3. WORK

- 3.1** Pursuant to the terms of this Contract, Contractor shall perform the Work as described in the Scope of Work, including all written amendments to the Scope of Work and the Contractor's Written Proposal incorporated herein by this reference.
- 3.2** Unless otherwise specified in the Scope of Work, Contractor shall furnish all tools, material, labor, equipment, and services required in order to perform the Work to be delivered under this Contract. All work is to be completed free of defects in material, workmanship, and performed according to the Scope of Work and Specifications, if any.
- 3.3** Contractor is acting at all times as an independent contractor.
- 3.4** Contractor shall exercise sound business judgement in performing under the terms of this Contract and shall comply with all applicable federal laws, state laws, HUD regulations, HAKC policies and directives, and City of Kansas City, Missouri code requirement(s), and shall perform in accordance with all industry standards. The Contractor agrees to acquire any necessary permits.

4. PRICING, BILLING AND PAYMENT

- 4.1** HAKC agrees to pay, and Contractor agrees to accept as compensation for the performance of Work in accordance with the attached schedule of prices. This is a fee-for-service Contract.
- 4.2** For purposes of billing for the performance of the Work performed under this Contract, Contractor shall submit an original request for payment to HAKC by e-mail to Accounts Payable, ap@hakc.org. All invoices must contain the following information: Contractor's name, address, telephone number, and tax identification number, this Contract number, and description of the Work performed and the signature of an authorized company official.
- 4.3** HAKC shall pay Contractor within thirty (30) calendar days following receipt of the invoice(s), acceptance of the work signed by the Property Manager(s) and all required documentation.

5.0 PERSONNEL

- 5.1** The Contractor's point of contact shall be _____. Contractor may not replace this point of contact without the advance agreement of HAKC that the substitute person(s) is/are of equal or greater skill and experience. The person representing the HAKC shall be _____ and maybe reached at 816-_____ or email _____. And all communication from Professional to HAKC shall be through _____.
- 5.2** The Contractor shall be responsible for the conduct and discipline of his employees. Each person assigned to perform Work under this Contract must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any employee, who does not perform his work in a skillful manner, appears to be incompetent, or acts in a disorderly or intemperate manner, shall be removed from the job by the Contractor's point of contact at the written request of HAKC. Such removal is not cause for an extension of time in which to complete the work.
- 5.3** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations found at 29 CFR 5.

5.4 The Contractor agrees to provide for HAKC's approval a list of subcontractors, if any, that will be used to perform the Work. Said list of subcontractors shall be delivered to the HAKC prior to execution of this Contract. However, regardless of HAKC's prior approval, Contractor shall be responsible for all actions and/or inactions by said subcontractors as they pertain to the Work performed under the terms of this Contract.

6. RECORD KEEPING

Contractor shall maintain at least one copy of any and all written changes, modifications, or amendments to the Scope of Work, the Specifications, or this Contract that may be agreed to by the Parties. These documents shall be made available to the HAKC for inspection and copying upon the request of the HAKC.

7. INSPECTION; ACCEPTANCE; LIENS

7.1 HAKC shall have the right to inspect the Work at any time prior to completion and upon completion, and notify Contractor of any deficiencies that require correction.

7.2 Failure by Contractor to proceed with reasonable promptness to make necessary corrections to the work shall constitute a default under terms of this Contract.

7.3 The contractor is prohibited from placing a lien on HAKC's property. This prohibition shall apply to all subcontractors.

8. CHANGES TO THE SCOPE OF WORK

8.1 HAKC may at any time, by written order agreed to by the Contractor, make changes within the Scope of Work of this Contract in the Work to be performed.

8.2 If any such change causes an increase or decrease in the prices charged, the maximum amount of the Contract, or the time required for performance of any part of the Work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, HAKC shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms and shall modify the Contract accordingly.

8.3 Contractor must assert its rights to an equitable adjustment under this provision within thirty, (30) days from the date of receipt of the written order. However, if HAKC decides that the facts justify it, HAKC may receive and act upon a proposal submitted before final payment of the Contract.

8.4 Failure to agree to any adjustment shall constitute a dispute under ¶11.0 Disputes. However, nothing in this provision shall excuse Contractor from proceeding with the Contract as changed.

8.5 No Work for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of HAKC.

9. CONTRACT MODIFICATIONS

9.1 Only the Contracting Officer has authority to modify any term or condition of this Contract on behalf of the HAKC. Any modifications shall be agreed to by the parties in writing and signed by

the Contracting Officer. The Contractor specifically agrees and understands that no verbal modifications are allowed to this Contract.

- 9.2** HAKC may modify the Contract unilaterally under the following circumstances: (1) pursuant to a specific authorization as stated in the Contract (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in HAKC's address). All other modifications shall be in the form of supplemental Contracts signed by the Contractor and the Contracting Officer.

10. DISSEMINATION OF INFORMATION; RETENTION OF RECORDS

- 10.1** Contractor hereby agrees that no information or material shall be disseminated or disclosed to the general public, the news media or any person or organization, without the prior express written approval of the HAKC.

- 10.2** HAKC, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, for three (3) years after final payment under this Contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of performing audits, examinations, excerpts, and transcriptions.

- 10.3** Contractor agrees to include in first-tier subcontracts a provision substantially the same as ¶10.2. "Subcontract", as used in this provision, means an Contract entered into between Contractor and another entity to perform a portion of the work required under the terms of this Contract, excluding any such subcontracts not exceeding \$10,000.00.

- 10.4** The periods of access and examination in ¶10.2 and ¶10.3 for records relating to (1) appeals under ¶11.0 Disputes, (2) litigation or settlement of claims arising from the performance of Work required under the terms of this Contract, or (3) costs and expenses of this Contract to which HAKC, HUD, or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

11. DISPUTES

- 11.1** All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof, which are not disposed of by Contract, shall be resolved under this provision.

- 11.2** All claims by Contractor shall be made in writing and submitted to HAKC. A claim by HAKC against Contractor shall be made by a written decision by HAKC.

- 11.3** HAKC shall, with reasonable promptness, but in no event in no more than sixty, (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of HAKC's decision, shall notify HAKC in writing that it takes exception to such decision, the decision shall be final and conclusive.

- 11.4** Provided Contractor has (1) given the notice within the time stated in ¶11.3, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against HAKC not later than one (1) year after receipt of final payment, or if final payment has not been made, not later than one (1) year after Contractor has had a reasonable time to respond to a written request by HAKC that it submit a final voucher and release, whichever is earlier, then HAKC's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent

jurisdiction.

- 11.5** Contractor shall proceed diligently with the performance of the Work required under this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and shall comply with any decision of HAKC.

12. TERMINATION AND DEFAULT

- 12.1** This Contract will terminate immediately if Contractor becomes subject to mandatory ineligibility to contract with HUD, under applicable laws and regulations.

- 12.2** HAKC may terminate this Contract in whole, or in part, for HAKC's convenience or for the failure of Contractor to fulfill its obligations (Default). HAKC shall terminate this Contract by delivering to Contractor a Notice Of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (1) immediately discontinue all Work affected (unless the notice directs otherwise), and (2) deliver to HAKC all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.

- 12.3** If the termination is for the convenience of HAKC, and is in whole, HAKC shall be liable only for payment for Work rendered before the effective date of the termination. If the termination is in part, HAKC shall be liable for payment for Work rendered before termination and compensation for the remainder of the Contract not terminated shall be equitably adjusted as agreed to by the parties at a rate not to exceed the ratio of the remaining Work to the original Contract.

- 12.4** If the termination is due to the failure of Contractor to perform its obligations under this Contract (Default), HAKC may require Contractor to deliver to it, in the manner and to the extent directed by HAKC, any work as described in ¶12.2(2). Contractor's compensation shall be determined in accordance with ¶8.0 CHANGES TO SCOPE OF WORK. HAKC may take over the Work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional cost incurred by HAKC in excess of the Contract balance. HAKC may withhold any payments to Contractor, for the purposes of set-off or partial payment, as the case may be, of amounts owed to HAKC by Contractor.

- 12.5** If, after termination for failure to fulfill its obligations (Default), it is determined that Contractor had not failed, said termination shall be deemed to have been effected for the convenience of HAKC, and Contractor shall be entitled to payment as described in ¶ 12.3.

- 12.6** Upon the termination of this Contract for any reason, Contractor shall be obligated to cooperate with HAKC to effect a smooth transition of responsibilities, including immediate delivery to HAKC, or its designee, of all files, papers and records related to Contractor's performance of this Contract.

- 12.7** Any disputes with regard to this clause are expressly made subject to the terms of ¶11.0 Disputes.

13. ORGANIZATIONAL CONFLICTS OF INTEREST

- 13.1** 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, defined as a situation in which the nature of Work under this Contract and a contractor's organizational, financial, contractual or other interests are such that:

- 13.1.1** Award of the Contract may result in an unfair competitive advantage; or
- 13.1.2** Contractor's objectivity in performing the Work required under the Contract may be impaired.

13.2 The Contractor agrees that if after award of this Contract, it discovers an organizational conflict of interest with respect to this Contract the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which Contractor has taken or intends to take to eliminate or neutralize the conflict. HAKC may, however, terminate the Contract for the convenience of HAKC if it deems such termination to be in the best interest of HAKC.

13.3 In the event that Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer then HAKC may terminate this Contract for default.

13.4 The provisions of these paragraphs shall be included in all subcontracts and consulting Contracts, if any, wherein the Work to be performed is similar to the service provided by Prime Contractor. Contractor shall include in all such subcontracts and consulting Contracts any and all provisions necessary to eliminate or neutralize conflicts of interests.

14. INDEMNIFY AND HOLD HARMLESS

14.1 The Contractor agrees to indemnify and hold harmless HAKC, HAKC's directors, commissioners, officers, managers, and employees against any and all claims, demands, losses and liabilities (including attorney's fees, costs and expenses of defending against such claims) arising out of (a) any act or omission by or on behalf of Contractor which is outside the scope of this Contract, and (b) any act or omission determined to constitute negligence, recklessness, or willful misconduct by Contractor or Contractor's agents, employees, representatives, and assigns in the performance of this Contract.

15. FORCE MAJEURE

15.1 Either party may be excused for any delays or default resulting from circumstances beyond its control, including without limitation, riot, war, fire, act of God or other casualty beyond its control.

16. STANDARD OF CONDUCT; QUALIFICATIONS

16.1 The provisions of 2 Code of Federal Regulations 200 are applicable to this Contract and govern Contractor's standard of conduct and qualifications. A copy of this regulation is available upon request.

17. ASSIGNMENT OF CONTRACT

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

18. INTEREST OF MEMBERS OF CONGRESS

18.1 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

therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

19. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

19.1 No member, officer, or employee of HAKC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HAKC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. NONDISCRIMINATION

20.1 The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action in this regard, posting such notice in conspicuous places and placing such notice in all solicitations or advertisements for employees. The Contractor shall advise each labor union with which it has a Contract, if any, of Contractor's commitment to nondiscrimination.

21. WARRANTY OF WORK

21.1 In addition to any other warranties implied or otherwise available pursuant to law, by executing this Agreement Contractor agrees to provide HAKC with an express warranty that the work performed is free from defects in material provided and workmanship performed by Contractor and/or any Subcontractor. This express warranty shall continue for a period of one calendar year from the date that Contractor is fully paid the monies that are due and owing pursuant to this Agreement. Upon written notification of defective material or work Contractor agrees that it will correct such deficiencies at Contractor's cost.

22. SECTION 3

22.1 The work to be performed under this contract is subject to the requirement 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 to 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.

22.2 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.

22.3 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.

- 22.4** 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 the 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.
- 22.5** 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.
- 22.6** 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.

23. OTHER REGULATORY REQUIREMENTS (OVER \$10K), OMITTED (UNDER \$10K)

24. NOTICES-

- 24.1** Any notice, payment, demand or communication required or permitted to be given by any provision of this Contract must be in writing and will be deemed to have been given when delivered (by whatever means) to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by United States postal service, postage and charges prepaid, directed to the addresses noted above, or to such other or additional addresses as either party might designate by written notice to the other party. Electronic facsimile transmission is permitted, but only if a signed original is concurrently mailed first class in the United States postal service as provided herein.

25. COUNTERPARTS

- 25.1** This Contract may be executed at different times and in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding upon or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed, by both parties and a copy thereof delivered to the other party to this Contract.

26. LIABILITY, AUTOMOBILE, AND WORKER'S COMPREHENSIVE INSURANCE

- 26.1** General Comprehensive Liability Insurance:

For general liability insurance coverage, the contractor shall provide HAKC with a certificate of insurance that names HAKC as an additional insured and shall carry the following insurance with respect to property and its operations.

Liability/Bodily Injury:

- a). Three million dollars (\$3,000,000.00) for all claims arising out of a single occurrence;
- b). Four hundred thousand dollars (\$400,000.00) for any person in a single accident or occurrence;

Property Damage:

c). Five hundred thousand dollars (\$500,000.00) for each occurrence

26.2 Automobile Liability Policy Limits:

Contractor, at Contractor's sole cost and expense, agrees to procure and maintain during the term of this Contract or any extension thereof, Automobile Liability insurance. The required Automobile Liability insurance shall contain policy limits of not less than the following:

Bodily Injury:

\$500,000 each person, and
\$500,000 each occurrence; and,

Property Damage:

\$500,000 each occurrence.

26.3 Worker's Compensation Insurance:

Contractor and any Subcontractor agree to provide Worker's Compensation insurance coverage for its employees consistent with Missouri law and provide proof of said coverage to HAKC

27. APPLICABLE LAW / JURISDICTION

27.1 The laws of the State of Missouri and any applicable Federal statutes and regulations shall govern this Contract. The parties agree that the Circuit Court of Jackson County, Missouri shall have exclusive jurisdiction over all causes of action asserted by or against the HAKC, which arise out of or relate to this Contract.

28. ENTIRE CONTRACT; SEVERABILITY

28.1 This Contract, and the materials incorporated herein by reference, including any exhibits and attachments, constitutes the entire Contract between the parties. There are no Contracts, understandings, warranties or representations between the parties except as set forth herein. No change or modification of this Contract shall be valid unless in writing and signed by the Contracting Officer of the HAKC. If any provision of this Contract is determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

29. INCORPORATION OF FORM HUD 5370-C

29.1 This Contract shall also include Form HUD 5370-C, Section II attached hereto and incorporated herein by reference. In the event of a contradiction or inconsistency between any term or provision of this Contract (or any of its component parts) and Form HUD 5370-C, Section II, the parties agree that Form HUD 5370-C, Section II shall govern and control with respect to the subject term or provision.

IN WITNESS WHEREOF, EACH PARTY HAS SIGNED OR CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT.

**HOUSING AUTHORITY OF
KANSAS CITY, MISSOURI**

By: _____ Date: _____

Name: Edwin T. Lowndes
Title: Executive Director

Address: 3822 Summit Street
Kansas City, Missouri 64111

CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

Address: _____

Section 3 Brochure

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public Housing residents
- Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very-low income is defined as 50% or below the median income of that area
- Median incomes can be found using the **American Fact Finder** at www.factfinder.census.gov/home/saff/main.html

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern

Type of Opportunities: Job training, Employment, Contracts

Examples include:

<i>Administrative/ Management</i>	<i>Services</i>	<i>Construction</i>
accounting	appliance repair	architecture
payroll	florists	bricklaying
research	marketing	carpentry
bookkeeping	carpet installation	cement/masonry
purchasing	janitorial	demolition
word processing	photography	drywall
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works
		machine operate
		painting
		plastering
		plumbing
		surveying
		tile setting

Who will award the economic opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

Businesses that meet the definition of a **Section 3 business owner**

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very-low income person, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on “new hires”, which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

How can businesses and low income persons find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Field Office or the HUD Community Builder.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file complaints if they believe a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily may result in an administrative hearing.

Will HUD require compliance?

Yes. HUD receives annual reports from recipients, monitors the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

How can businesses or residents pursue an alleged violation of Section 3?

You can file a written complaint with the local HUD Field Office or mail it to:

The Assistant Secretary for Fair Housing and Equal Opportunity
ATTN: Office of Economic Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.,
Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

Section 3 Office:

The Section 3 Division is located in the Historic Lincoln Building, in the 18th and Vine District, 1601 E. 18th St., Suite 200, Kansas City, MO 64108. The **Section 3 Office** serves to regulate the City's federal requirements related to the **Section 3 HUD Act of 1968**, as amended. That acts intends to foster local and neighborhood economic development and to increase individual self-sufficiency. The Section 3 Office certifies businesses and individuals as Section 3 Business Enterprises or Section 3 Workers.

The City of Kansas City Missouri is responsible for administering more than \$9 million in Section 3 covered Community Development Block Grant (CDBG) funding. In 2006, Kansas City was the subject of a Section 3 Compliance Review, which resulted in a number of findings of noncompliance. Accordingly, Kansas City made Section 3 compliance a priority by creating an Office of Section 3 Administration with its own Section 3 Coordinator.

This office works closely with the city's Contract Compliance Division, Office of Community Development, and potential Section 3 residents/ contractors. As a result, the city has developed innovative strategies for complying with the requirements of Section 3 and has exceeded the goals for contracting and employment opportunities found at 24 CFR § 135.30.

For more information please contact:

Section 3 Office
Phone: 816-513-6817

Sec. 134.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 agree 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. With respect to work performed in connection with section 3 covered Indian housing regulations, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "step-up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 134.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
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- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian Housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

- (5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
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- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For Has, participating in the "Contracting with Resident-Owned Business" program provided under 24 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the Section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

- (1) Small Purchase Procedures. For Section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) Solicitation. (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the Section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i) (A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. (B) Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

- (2) Procurement by sealed bids (Invitation for Bids). Preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

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(i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid --

(A) Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) Is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more -----	1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)). (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for Section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the Section 3 strategy), the FRP shall require the disclosure of the contractor's Section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.