

Request for Proposal

No. RFP-22-1230

**Heating Ventilation and Air Conditioning (HVAC)
Maintenance Services**

Issued By:

**The Housing Authority of Kansas City,
Missouri 3822 Summit Street
Kansas City, Missouri 64111**

December 30, 2022

**REQUEST FOR PROPOSAL
RFP-22-1230**

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

REQUEST DATE: December 30, 2022

THIS IS NOT AN ORDER

Proposals Due:

January 31, 2023 by 2 p.m. CT

Pre-Bid Conference:

January 13, 2023 at 10:00 a.m. CT

**Starting at location: Pemberton Heights
3710 E 51st St. KC MO 64130**

Mary Jackson

**Contract Specialist
HAKC Admin Office**

Mjackson@hakc.org

Ph. (816) 968-4203

**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 (HAKC) 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.

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

Part I Introduction and Proposal Structure

Part II Scope of Work Description and Terms

- i. Evaluation Criteria
- ii. Scope of Work Requirements
- iii. **Non-Collusive Affidavit**
- iv. **Notarized Release of Information**
- v. **Joint Venture Questionnaire**
- vi. **References**
- vii. **Statement of Qualifications**
- viii. HUD 5370-C General Conditions for Non-Construction
- ix. HUD 5369-B Instructions to Offerors for Non-Construction
- x. **HUD 5369-C Certification and Representation of Offerors for Non-Construction**
- xi. Sample of Maintenance Services Agreement
- xii. **Price Proposal**

PART TWO

1. SCOPE OF SERVICES

The Housing Authority of Kansas City, Missouri (HAKC) is seeking proposals from qualified entities or individuals for the provision of Heating Ventilation and Air Conditioning Maintenance Services (HVAC), in accordance with the specifications in this Scope of Services.

2. TERM OF CONTRACT

The contract period shall be the date of issuance of the Notice to Proceed through a two (2) year term. At the sole option of HAKC, the contract may be extended up to three (3) one (1) additional year. Prices stated in the proposal shall be legally binding for the term of the contract, including renewal periods.

3. 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.

4. ASSIGNMENT OF THE CONTRACT

The contractor shall not enter any sub-contracts, retain consultants, or assign, transfer, convey or otherwise dispose of the ensuing contract or any or 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.

5. PROVISION FOR CHANGES OR AMENDMENTS

If at any time HAKC desires to expand, alter or terminate a portion of the Scope of Services, as defined in the herein, the contract will be amended to reflect these changes at costs/ deductions acceptable to both parties. HAKC shall provide thirty (30) days prior written notice to the contractor for any changes to the Scope of Services. The contractor shall not hold HAKC 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, Brad Valentine at 816-968-4175. The HAKC will not be responsible for payment of any change(s) not authorized in advance, by the Project Manager.

6. 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 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.

7. 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) Five hundred thousand dollars (\$500,000) 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

- f) *Property Damage*
- g) Five hundred thousand dollars (\$500,000) for each occurrence
Worker's Compensation
- h) 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.

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.

8. PRE-BID MEETING

To be held on Friday, **January 13, 2023 at 10:00 am** to conduct walkthrough on various mechanical equipment:

- Starting location - Pemberton Heights -3710 E 51st St
- Main Office – 3822 Summit 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.
- Dunbar Gardens – 3392 Colorado
- Guinotte Manor – 1100 East 4th St.

9. SUBMISSION REQUIREMENTS

Proposals must be received at the offices of the Housing Authority of Kansas City, MO **no later than 2:00 PM CT on January 31, 2023**. Proposals must be addressed to the attention of Karen Pointer, Office of Procurement and Contracts, Housing Authority of Kansas City, MO. at 3822 Summit Street, Kansas City, MO 64111.

Technical Proposals shall be in a separate envelope and clearly marked "Heating Ventilation and Air Conditioning Maintenance Services". Each response to this RFP must include **one (1) hard copy original, a flash drive and five (5) bound copies** and be clearly identified as a response to the "Request for Proposals **RFP# 22-1230 – Heating Ventilation and Air Conditioning**

Maintenance Services". Any Submission received later than **2:00 p.m. CT, January 31, 2023** shall be considered non-responsive.

One (1) Price Proposal shall be submitted in a sealed, separate envelope, marked "Price Proposal" RFP 22-1230. Copies of Price Proposal are NOT to be included with Technical Proposal.

10. QUESTIONS

Questions relating to the proposal content or procedures for submission must be submitted in writing to:

Mary Jackson at Mjackson@hakc.org

Deadline for questions is 5:00 pm CT January 17, 2023

11. REQUIRED CONTENT AND SUBMITTAL FORMS

Respondents must submit the following documents with the proposal:

1. Information requested on evaluation criteria
2. Price Form
3. Required Contract Documents (Attachments)
4. References

NOTE: No information is available between the public opening of bids and award of a contract. Once the contract has been awarded, all information submitted in response to this solicitation will be available for public inspection in compliance with Federal, State, and local laws.

12. EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee on the basis of the following criteria below, for consideration of award to the most competitive proposals that includes prices, qualifications and responsive service, and meets all the requirements and specifications.

12.1 **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. A cover letter and outline of the services to be provided to the Housing Authority.

12.2 **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(s). Contractors are to ensure they are capable of supplying services in sufficient quantity as needed to meet demand. Qualifications shall include but are not limited to capacity, and experience in servicing customers of a similar size.

12.3 **References – 15 pts**

Experience in providing maintenance services in the areas of HVAC maintenance and repair services. Three (3) references required of similar scope of services (see Attachment 1).

12.4 **Interview – 15 pts**

If applicable.

12.5 **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.

13. **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.

13.1 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.

**Page 1 of Proposal
Pricing Form
RFP-22-1230**

Date: _____

FROM: _____
Hereinafter called the "Bidder"

TO: Housing Authority of Kansas City, Missouri
3822 Summit Street
Kansas City, Missouri 64111
Hereinafter called the "Owner"

The undersigned bidder for _____, located at _____, 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 **HVAC Maintenance Services**, 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 an MBE/WBE policy for awarding to subcontractors? _____

The bidder agrees to make every effort to fully carry out this MBE/WBE policy through award of subcontracts to minority/women's business enterprises 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 Bid 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 2 of Proposal Pricing Form

RFP 22-1230

Pricing Form For Scheduled Maintenance

Group A – Pricing for Group A \$ _____

Condensing Units:

- Check refrigerant pressures
- Check all safety and operating controls
- Check all electrical contacts and wiring for damage or deterioration
- Check all operating voltages and amperage draws
- Check all moving parts for wear and proper operation
- Inspect evaporator/condenser coils
- Inspect for refrigerant and/or oil leaks

Review maintenance procedures with maintenance personnel and make recommendation for additional service or repair, if required.

Group B – Pricing for Group B \$ _____

Air Handlers:

- Check Temperature Differentials
- Check operating and safety controls
- Check all electrical contacts and wiring for damage or deterioration
- Check belts and sheaves
- Check operating voltages and amperage draws
- Check motor and blower cage as needed
- Check and lubricate all bearings, pillow blocks, and bushings
- Check mechanical and electrical connections
- Check and drain and drip pans
- Check coils and control valves
- Check heat mode (in season)
- Inspect and clean cooling coil (Does not include pulling and cleaning of heavily soiled or clogged units)
- Check thermostat
- Replace filter if needed

Review maintenance procedures with maintenance personnel and make recommendation for additional service or repair, if required.

Group C –

Pricing for Group C \$ _____

Boilers:

SEASONAL START-UP INSPECTION-- The following services will be performed prior to start-up:

- Check condition of boiler housing
- Check condition of associated piping for leaks
- Perform operational test on the following safety controls:
 - Low water cutoffs. Disassemble and clean as required
 - High temperature cut-out
 - Flame safeguard control
 - High gas pressure switch
 - Low gas pressure switch
 - Boiler pressure relief valve
 - Gas safety shut-off valves
 - Gas pressure regulating valve
 - Air flow switch
- Perform operating test on the following operating controls:
 - Operating control switch
 - Firing rate control
 - Water level control
 - Gas control butterfly valve
 - Combustion air controls
 - Air-fuel drive motor linkage
- Complete check out of boiler sequencing
- Combustion analysis using electronic combustion analyzer.
- Check combustion blower motor operation
- Remove/Open door and brush clean fireside boiler tubes; if applicable
- Clean water side of boiler
- Replace hand hole gaskets as required
- Check and tighten electrical connections in boiler controls panel

SEASONAL OPERATING INSPECTIONS:

- Check condition of boiler housing
- Check condition of associated piping for leaks
- Inspection and calibration of all safety and operating controls
- Perform operational test and log the following operating controls:
 - Operating control switch
 - Firing rate control
 - Water level control
 - Gas control valve
 - Combustion air control mechanism
 - Air-fuel drive motor and linkage
 - Flush boiler and low water safety controls
- Complete check out of boiler sequencing

Review maintenance procedures with maintenance personnel and make recommendation for additional service or repair, if required.

Group D -

Pricing for Group D \$ _____

Chillers & Cooling Towers & Condensers:

SEASONAL START-UP AND OPERATING INSPECTIONS:

- Inspect and clean as necessary
 - Inspect general condition of the unit
 - Inspect cold water basin/spray nozzles
 - Drain basin and piping
 - Inspect air inlet louvers/combined inlet shields
 - Check and adjust water level in basins
 - Check operation of make-up valve
 - Check and adjust bleed rate
 - Inspect unit finish

- Inspect mechanical equipment
 - Check belt condition
 - Adjust belt tension
 - Lubricate fan shaft bearings
 - Lubricate motor base adjusting screw
 - Check and lubricate optional gear drive (product specific)
 - Check drive alignment
 - Check motor voltage and current
 - Clean fan motor exterior
 - Check fan motor for proper rotation
 - Check general condition of the fan
 - Check and unplug fan drain holes (hollow blade fans)
 - Check fan for uniform pitch
 - Check fan for obstructions
 - Check and recoat steel shafts with RUST VETO

- Multistack chillers
 - Shut-down and clean heat exchangers per manufactures recommendations
 - Inspect all electrical components for signs of excessive wear and tight connections
 - Check superheat, pressure gauges, oil levels, master controller, and sensor accuracy
 - Exercise all isolation valves
 - Inspect compressors for faults

Review maintenance procedures with maintenance personnel and make recommendation for additional service or repair, if required.

Group E – Pricing for Group E \$ _____

Diagnostic:

- No Heat No Air Diagnostic Flat Fee

Group F – Pricing for Group F

- Hourly rate for non-scheduled maintenance \$ _____
- Hourly rate for Holiday and After Hours (8am-5pm) Rate \$ _____

The fees for Scheduled Maintenance will be based on the cost per unit per check.

**Page 3 of Bid Form
RFP-22-1230**

TIMING

The undersigned Bidder hereby agrees to commence the work required under his contract within ten (10) days from the date of a Notice to Proceed and agrees to substantially complete the Work or segments of the Work on or before the schedule dates, and to pay as liquidated damages the corresponding amount stipulated in contract documents, for each instance that the Work remains substantially incomplete in accordance with the Contract Documents.

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-A/HUD-5369-C (as applicable) and Contractors Occupation Statement.

_____	_____
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) # 22-1230
Heating Ventilation and Air Conditioning Maintenance 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 #22-1230."

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

Scope of Work

Housing Authority of Kansas City

Project: Heating Ventilation and Air Condition Maintenance Services

Locations: HAKC Developments and Scattered Sites

1. Scope of Contract:

The Housing Authority of Kansas City, Missouri (HAKC) will receive proposals for HVAC Maintenance Services at the following Developments: Brush Creek Towers, Pemberton Heights, Dunbar Gardens, Riverview Gardens, Guinotte Manor, West Bluff, Theron B. Watkins and Wayne Miner, Scattered Sites South, Scattered Sites Central, Scattered Sites North and HAKC Executive Offices.

HAKC is seeking proposals from qualified, licensed independent Contractor(s) with experience to provide labor, equipment, goods, and supplies necessary to provide HVAC Maintenance Services for multi-story and single-story buildings.

Services include but are not limited to emergency response, installation, maintenance, reconditioning, and troubleshooting. Additional HVAC services will also be required on an “as needed” basis.

HAKC intends to create a “pool” of Contractor(s) to provide HVAC Maintenance Services utilizing various Contractor(s) which will be available on an as-needed basis. The actual number of pool participants chosen will depend on the number of qualified proposals received.

HAKC reserves the right to add or delete properties as needed.

2. Prequalification

Contractors are to ensure that they are capable of supplying services in sufficient quantity as needed to meet demand. Pre-qualifications shall include but not limited to capacity, and experience in servicing developments of a similar size.

The proposals will be awarded to the companies submitting the most competitive proposal that includes price, qualifications and responsive service, and meets all the requirements and specifications.

3. Overall Service/Installation Requirements (included unless otherwise noted)

- a. Contractor(s) shall perform all HVAC maintenance services on an as-needed basis at all HAKC properties with no exceptions. The listed maintenance items are a basic guide for the maintenance requirements of this contract. Any additional maintenance needs based on manufactures recommendation of the specific equipment at each development shall be included as a part of this contract.
 - b. The contractor must be willing to service HAKC properties during normal business hours.
 - c. Contractor(s) shall commence and end all services on the same workday unless approved by HAKC in advance. Contractor(s) shall make all effort to reduce to a minimum any inconvenience to the residents of HAKC Properties.
 - d. Contractor(s) shall conduct all non-emergency work during normal working hours unless deemed by HAKC to be disruptive to the normal operations of the organization or an emergency.
 - e. Contractor(s) shall arrive at the property location ready to commence work. Contractor arrival to the property location for emergency calls shall be within one (1) hour after notification by HAKC, including nights, weekends, and holidays. Contractor(s) shall call or check-in with the HAKC representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.
 - f. If a heating, or cooling system will be out of service for more than four (4) hours due to the non-availability of a part or extended time needed for repair, the Contractor shall immediately call the HAKC representative who assigned the work and inform him/her of the situation and estimated time of completion and make recommendations to restore service temporarily to minimize residential impact.
- 4.** Contractor(s) shall inform HAKC Procurement within two (2) working days of any change in contact information, including but not limited to, contact personnel mailing address, physical address, phone numbers and email addresses.
- 5.** Contractor(s) shall only invoice HAKC for the time spent on the property. HAKC shall not pay for time spent in route or traveling to acquire parts/supplies.
- 6.** Invoices shall be monthly, show arrival and departure times to and from the property, as well as the serviced address.

7. Contractor(s) shall minimize overstaffing for minor repairs.
If Contractor is found to be overstaffing for repairs, based upon customary trade practices, HAKC reserves the right to only pay for customary trade practices.
8. HAKC shall not be responsible for trip charges and any additional service charges.
9. Contractor(s) shall provide Dispatcher services – 24 Hours/7 Days a week, including weekends and holidays so that the Contractor(s) can respond to calls for service to any HAKC property.
10. It shall be the responsibility of the Contractor to properly address all requirements pertaining to refrigerant recovery in compliance with all local, state and federal codes, statutes, laws and regulations.
11. Contractor(s) shall provide estimates for repairs when requested. If HAKC deems such quote to be unreasonable HAKC reserves the right to request quotes from other Contractor(s) for such service. Estimates shall be provided within forty-eight (48) hours.

12. Licensing, Permits, and Safety

Contractor(s) shall comply with and perform all HVAC services in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required under this RFP to do the specified work.

Estimates shall include permit charges as a separate line item. The Contractor(s) must disclose:

- a. Complaints with the City of Kansas City as well as the State of Missouri and their resolution.
 - b. License reprimand, probation, suspension, or revocation dates.
13. Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor(s) shall follow industry safety standards and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
 14. Contractor(s) shall only utilize licensed, trained, and experienced employees to perform the work required on HAKC properties.
 15. Contractor(s) shall have staff that possesses the relevant licenses required by both the State of Missouri and for the City of Kansas City, MO.
 16. Contractor(s) shall guarantee all installations to meet and pass City of Kansas City, MO inspections. Should a HVAC installation or repair made by Contractor(s) not pass inspection, Contractor(s) shall make all repairs necessary to ensure the installation or

repair passes inspection at no additional cost to HAKC.

17. When necessary, Contractor(s) shall acquire all permits to complete requested work. This requirement should be accounted for as the cost of doing business and included in the hourly pricing submitted to HAKC.

18. Contractor(s) shall pay all of its employees, including any and all approved Sub-Contractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. Wage Determinations can be accessed via the Department of Labor website, www.wdol.gov.

19. Equipment and Parts

- a. Parts shall be invoiced at Contractor's wholesale cost plus the mark-up for profit and cost for handling as annotated on Contractor's Fee Submission Form. HAKC reserves the right to audit Contractor's invoices at its sole discretion. Contractor(s) shall make available to HAKC any requested invoice showing the price Contractor(s) paid for the part, within three business days of request or HAKC shall not be obligated to pay for the part.
- b. Contractor(s) shall provide a one (1) year warranty on all parts and labor provided as a result of this RFP and resulting contract.
- c. Contractor(s) must provide, at Contractor's own expense, all equipment, labor, materials, supplies, tools, etc., necessary to perform all the required services, under this RFP and any resulting contract.
- d. Contractor(s) shall provide proper equipment. HAKC will not pay extra man hours when labor saving devices are readily available.
- e. Contractor(s) shall maintain vehicles that are used to respond to calls for service well stocked with commonly used HVAC supplies and equipment so as to eliminate delays and/or interruption of service.

20. Work Site

- a. Upon completion of the work, Contractor(s) shall clean up the area where the work was performed, and Contractor(s) shall remove any debris generated by the repairs from HAKC premises. At no time, will Contractor(s) discard debris into any HAKC refuse container.
- b. Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor(s) will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- c. The contractor shall be responsible for notifying HAKC immediately of any damages (i.e., fire, container leaking) deemed to be a health or safety hazard whether the

damage is caused by the contractor or other means.

- d. The contractor shall be responsible for contacting Missouri utilities protection services prior to digging to ensure no damage is done to underground utilities.
- e. The contractor shall be responsible for notifying HAKC immediately of any damages deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

21. Conservation of Utilities

1. The Contractor shall practice utility conservation in all HAKC facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and when work is being performed.
- b. Water faucets or valves shall be turned off after the required usage has been accomplished.

Note: As reference, please see next page for list of HAKC Developments and square footage size of the units based on number of bedrooms.

Development Unit Sizes

Developments	Studio	1 BR	2BR	*3BR +	4 BR	5BR
Brush Creek - 1800 Emmanuel Clea	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 FY 2020 - 2022 Contract Maintenance - Approved - Amended	LR 2000 Agency ID No: MO002A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance	
	Effective Date: 1/1/2020	Expiration Date: 12/31/2022	
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>William Moore (Signed)-//ss// Contractor Industrial Labor Relations Specialist, Davis-Bacon and Labor</p> <p style="text-align: right;">3/1</p> <p>0/2020 Standards (DBLS) Division</p> <p>HUD Labor Relations (Name, Title, Signature) _____ Date _____</p>			
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	

Painter	\$20.01	N/A
General Laborer	\$19.50	N/A
Carpet Installer	\$20.84	N/A
Tree Trimmer	\$25.48	N/A
HVAC Repair	\$23.84	N/A
Plumber	\$29.78	N/A
Electrician	\$28.63	N/A
Carpenter	\$25.73	N/A
Roofer	\$21.76	N/A
Landscaping and Groundskeeping Worker	\$14.98	N/A
<p>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.</p> <p>POST in an area of the housing authority that is visible and accessible to all maintenance workers.</p>		
		<p>The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.</p> <p>(HUD Labor Relations: If applicable, check box and initial below.)</p> <p>_____ LR Staff Initial</p>

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>

CORE EMPLOYEES FOR _____ (bidders name)

List **ALL** employees who will be working to complete this project

Staff on job site that are not listed on the Core Employee List may be asked to leave the job site

NAME	TRADE/TITLE	SECTION 3 CERTIFIED (✓)

Failure to submit the above Core Employee List may result in any submission being designated as Non-Responsive and therefore ineligible for award.

CONTRACT # _____

A current company employee roster may be submitted in lieu of this form

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). This document must be notarized by a notary public.

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 trade).

9. Are you minority owned? _____. If so, are you certified as an MBE/WBE with the City or State? _____. Section 3 certified? _____. If yes, please attach a copy of this certification. Resident owned business? _____.

10. If so, 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: _____

Amount of Bond: _____

Attach a copy of the insurance certificate.

(At contract signing a copy of the insurance certificate showing the Housing Authority of Kansas City, Missouri as Additional Insured will be required)

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 references.

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: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Housing Authority of Kansas City, Missouri in verification of the recitals comprising this _____ day of _____, 20__.

Name of Contractor: _____

By: _____

Title: _____

STATE OF _____)
) SS
 COUNTY OF _____)

_____ being duly sworn, deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

 NOTARY PUBLIC

My commission expires: _____

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

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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.

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

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

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.

Previous edition is obsolete

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

U.S. Department of Housing 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.

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Previous edition is obsolete page 1 of 2 ref. Handbook 7460.8

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:

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

THE FOLLOWING DOCUMENT IS A SAMPLE OF HAKC'S CONTRACT FOR MAINTENANCE WORK

CONTRACT FOR MAINTENANCE WORK (INCLUDING NON-ROUTINE MAINTENANCE)

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 St. 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 Request for Proposal No./ dated _____ incorporated herein by reference;
2) The Scope of Work incorporated herein by reference;
3) The Contractor's Written Proposal submitted by the Contractor in response to the Request for Proposal 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 Proposal**.
- 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 ___ through _____, 2024. With up to three (3) one year renewal options.

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@hkc.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 affected 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 affect 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. NOTICES

- 23.1** 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.

24. COUNTERPARTS

- 24.1** 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.

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

25.1 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 (\$500,000.00) for any person in a single accident or occurrence;

Property Damage:

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

25.2 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.

25.3 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

26. APPLICABLE LAW / JURISDICTION

26.1 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.

27. ENTIRE CONTRACT; SEVERABILITY

27.1 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.

28. INCORPORATION OF FORM HUD 5370-C

28.1 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 St.

Kansas City, Missouri 64111

CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

Address: _____
