



INVITATION FOR BIDS IFB #24-0809

**Snow Removal, Salting and Sanding Services
HAKC Headquarters
Developments & Scattered Sites**

Date: August 09, 2024
Contact: Mary Jackson
Contract Specialist
Telephone: (816) 968-4203
Email: mjackson@hac.org

INVITATION FOR BIDS

IFB # 24-0809

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

REQUEST DATE: August 09,2024

THIS IS NOT AN ORDER

Bid Due Date:
September 6, 2024

Pre-Bid Meeting
August 20, 2024
10:00 a.m. Central Time
*Please contact Mary Jackson
for meeting invite via TEAMS*

Mary Jackson
Contract Specialist
mjackson@hac.org
Ph. (816) 968-4203

PART ONE INTRODUCTION AND BID STRUCTURE

1. The Housing Authority of Kansas City, Missouri (HAKC) is 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 7500 households under the Section 8 Housing Assistance Payment Program. The agency has an annual operating budget of \$20 million. Receives approximately \$3.5 million in annual Capitol Fund program allocations and maintains funding awards for the HOPE VI and Public Housing Development Programs. HAKC also funds and manages a variety of social service and economic development programs for its residents.
2. HAKC is requesting bids from qualified contractors to do Snow Removal/Sanding/Salting of parking lots, and other designated areas for eight (8) developments and (3) Scattered Sites locations.
3. A **Pre-bid meeting** will be held online via TEAMS meeting on **August 20, 2024 at 10:00 am** **Please email Mary Jackson at mjackson@hac.org for a meeting invite/link in order to attend.** All interested bidders are requested to attend the pre-bid meeting.

TABLE OF CONTENTS

	Page
SECTION 1. PROPOSAL CALENDAR	4
SECTION 2. DOCUMENTS	5
SECTION 3. BID SPECIFICATIONS	6
1. Scope of Work Overview	6
2. Taxes	6
3. Permits	6
4. Character of Workmen and Work	6
5. Assignment of the Contract	6
6. Provision for Changes or Amendments	6
7. Section 3 Requirements	7
8. Insurance, Bonding & Hold Harmless	7/8
9. Payment	8
10. Question	8
11. Pricing	9
12. Signage	9
13. Submittal Instructions	9
14. Prevailing Wage Maintenance (HUD 52158).....	10
Scope of Work	11-14
Bid/Proposal Pricing Form.....	15-17
No Bid Reply Form	18
Non-Collusive Affidavit	19
Reference Form (3 Required)	20
Core Employees	21
Proposed Sub-Contractors.....	22
Statement of Qualifications	23-26
Authorization for Release of Information	27
Joint Venture Questionnaire	28

Appendix A

Maintenance Wage Rate Determination (HUD 52158)
 General Conditions for Non-Construction (HUD 5370-C)
 Instruction to Offerors (HUD 5369)
 Certification and Representations of Offerors (HUD 5369-C)
 Sample Contract/Terms and Conditions
 Arial Pictures of HAKC Headquarters, Developments and Scattered Sites

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued August 08, 2024

Pre-Bid Conference August 20, 2024
..... 10:00a.m. Central

Snow Removal Salting and Sanding Services:

location - Please Request Link from
Mary Jackson at
Mjackson@hac.oog

Questions, Comments and Requests for Clarifications Due to HAC August 21,2024
..... by 4:00 p.m. Central

HAC'S Response to Questions, Comments and Requests for ClarificationAugust 27, 2024

RFP Closing September 06, 2024
by 2:00 p.m. Central

Interviews (Tentative and as Required) TBD

Contract Award/Notice to Proceed September 2024

SECTION 2 DOCUMENTS

Below is a list of documents provided within this IFB, **BOLD** indicates forms required to be completed and submitted with the proposal:

- a. **Notarized Non-Collusive Affidavit**
- b. **References**
- c. **Core Employees**
- d. **Listing of Proposed Sub-Contractors**
- e. **Statement of Qualifications**
- f. **Statement of Release of Information Authorization**
- g. **Joint Venture Questionnaire**
- h. **Bid Form Pages 1, 2, & 3**
- i. **Bid Bond**
- j. **HUD Form 5370-C General Conditions for Non-Construction**
- k. **HUD Form 5369-B Instruction to Offerors for Non-Construction**
- l. **HUD Form 5369-C Certification and Representation of Offerors for Non- Construction**
- m. **Registration with SAM.GOV this this registration allows you to submit Bids for government contracts**

Failure to provide the indicated forms, will cause your submission to be removed from consideration for award. All bid packages will be in a sealed envelope. All bid packages that are not sealed will not be considered for contract award.

NOTE FOR PROJECTS EXCEEDING \$50,000: The bidder shall complete and submit his/her bid with the ***Form HUD-2530, "Previous Participation Certificate"***. If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

4. Sealed Bid Selection Criteria

A firm fixed-price contract is awarded to the lowest responsible bidder whose bid is conforming with all material terms and conditions of the invitation for bids, is the lowest in price.

PART TWO
BID SPECIFICATIONS

1. The Housing Authority of Kansas City, Missouri (HAKC) is seeking bids from qualified contractors for **Snow Removal, Salting and Sanding Services** in accordance with the Scope of Work outlined in this IFB. *The term of contract is for a two (2) year period with the option to renew for a further one (1) year period, with up to 3 renewals.*

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

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

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

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

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

As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the Project Manager, Brad Valentine at 816-564-2588 or bvalentine@hkc.org. The HAKC will not be responsible for payment for any change(s) not authorized in advance, by the Project Manager.

7. SECTION 3 REQUIREMENTS

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

Section 3 benchmarks are as follows: 25% of the total project hours are to be worked by Section 3 workers. 5% of the total project hours are to be worked by Targeted Section 3 workers as reference see link for Section 3 FAQ's: <https://www.hudexchange.info/search/?dsp=&ct=FAQs&collection=&q=section+3+faq> If these goals are not met, the contractor must show qualitative efforts to locate and hire Section 3 workers. Refer to 24, CFR 75.15b for examples of qualitative efforts.

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 FAQ" link for definitions as well as additional information on compliance with Section 3 requirement.

<https://www.hudexchange.info/search/?dsp=&ct=FAQs&collection=&q=section+3+faq>

For additional questions please contact HAKC's Section 3 Coordinator: Jonathan Schwartz (816-968-4166, jschwartz@hakc.org).

8. INSURANCE, BONDING AND HOLD HARMLESS AGREEMENT

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

Insurance

Liability/Bodily Injury

General:

- a) Three million dollars (\$3,500,000) for all claims arising out of a single occurrence.
- b) Five hundred thousand dollars (\$550,000) for any person in a single accident or occurrence.

Property Damage

- c) Five hundred thousand dollars (\$500,000) for each occurrence.

Auto:

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

Property Damage

- f) Five hundred thousand dollars (\$500,000) for each occurrence
- Worker's Compensation

- g) Policy shall contain limits \geq the policy limits required by state or federal law, and not less than: Five hundred thousand dollars (\$500,000) per accident. In addition, the contractor agrees that it will indemnify and hold HAKC harmless for any acts, including acts of negligence, on the part of the contractor's agents or employees and from any and all claims on or about the premises resulting from the acts, including acts of negligence, of the contractor, its employees, or agents. The contractor shall investigate and furnish HAKC with full reports on all accidents, claims and potential claims for damages relating to the services provided under this contract, and will cooperate fully with HAKC and its' agents in connection with all claim

Bonding

A bid submission of \$50,000.00 or higher must be accompanied by a negotiable bid guarantee (Bid Bond) of 5% of the amount of the bid.

As a "public entity" seeking to enter into a written contract with a "Contractor" for a public works project as those terms are defined in Section 107.170 RSMo., estimated to meet or exceed the sum of fifty thousand (\$50,000) dollars, the HAKC must require the Contractor to furnish to HAKC a **Payment Bond** with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. As an additional condition of the contract the Contractor shall also furnish to HAKC a **Performance Bond** with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract whereby said surety shall, among other things, insure for the completion of all work that is the subject of the contract. All bonds executed and furnished pursuant to this contract shall be deemed to contain the requirements and conditions set out within Section 107.170 RSMo., regardless of whether the same be set forth in said bond, or of any terms or provisions of the said bond to the contrary notwithstanding.

9. **PAYMENT**

The contractor shall invoice per the firm, fixed prices indicated on the Bid Form. The firm, fixed prices shall be legally binding for the entire term of the contract. When providing services, contractor must obtain the signature of the Property Manager or their designee, on the work order or receipt, to verify the service/work provided is complete, satisfactory and in accordance with the scope of work. Without this signature, payment cannot be processed. **Invoices/ Payment Certification Packets for contracts over \$2,000.00, which require Davis-Bacon wages, must have "Payroll Form WH-347" attached.**

In addition, HAKC will not process any invoice(s) for payment until the required certified payrolls, citizenship status, Section 3 certifications, and all other evidentiary documentation is received.

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

ap@hakc.org
or Attn: Accounts Payable
Housing Authority of Kansas City, MO
3822 Summit Street
Kansas City, MO 6411

10. **QUESTIONS**

Questions relating to the bid content or procedures for submission must be submitted in writing via email no later than **4:00 pm, August 21, 2024** to:

Mary Jackson at mjackson@hakc.org or can be reached at (816) 968-4203.

11. PRICING

Pricing of a bid shall constitute a firm offer to the HAKC for one hundred twenty (120) days from the date of closing. This IFB does not commit the HAKC to award a contract or to pay any cost incurred in preparation of a submittal. Bidders shall read and understand the requirements of this Invitation for Bid.

12. SIGNAGE

Contractor is required to POST SIGNAGE at a conspicuous location on the job site from the day the job starts thru its completion. The signage board can be 36" x 42" x 3/4" thick plywood with 2" wide trim around. The Contractor shall secure the following HUD documents on the Signage and secure the Signage Post to the ground with a 2" wide pointed stake.

- Contractor's Company Name in large and bold print.
- Davis-Bacon Wage Determination sheets issued for this project.
(Post entire decision sheets on the signage)
- Current POSTER for EMPLOYEE RIGHTS UNDER THE DAVIS-BACON Act for Laborers and Mechanics.
- The scope of work issued is required to be posted on the board throughout project

14. SUBMITTAL INSTRUCTIONS

Bid submissions must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. on September 06, 2024**. Bids may be mailed, or hand delivered to:

Housing Authority of Kansas City, MO
Attention: Mary Jackson, Procurement Dept.
3822 Summit Street
Kansas City, Missouri 64106

The Envelope should be clearly marked with "**IFB #24-0809** Snow Removal, Salting and Sanding Services.

Bids received after the time specified shall not be considered for award. Bids received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

When a contractor is declared the successful bidder, and at the time the contract is signed, if applicable, they may be asked to certify that:

- a. Contractor is aware that wage decision rates apply
- b. Contractor will, or will not, be required to hire additional staff
- c. Contractor will comply with and provide documentation of US citizenship or legal status for all his/her employees.

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

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

13. Maintenance Wage Rate

HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a quote, each quoter is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment A, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

Please Refer to Appendix A to Review Maintenance Wage Rate Determination (HUD -5128)

Scope of Work

Housing Authority of Kansas City

A. OVERVIEW:

The Housing of Kansas City, Missouri (HAKC) is seeking bids for snow removal and/or sanding and salting of parking lots, and other designated areas for HAKC Headquarters, (9) housing developments and three scattered site locations within the Kansas City, Missouri area. The Contractor(s) shall provide all materials, labor, equipment and all other items required to satisfy the HAKC need for timely and professional snow & ice removal services as described herein. This IFB seeks pricing based on performed service per development on a per storm basis. Refer to the Appendix A for arial imagery of areas to be serviced. Sanding and salting services may be included with snow removal or maybe a separate operation.

B. DETAILED REQUIRMENTS:

- I. During or upon the completion of snow or ice accumulation and at the discretion of the Property Manager the Contractor will be contacted by the HAKC to perform salt/sanding and/or plowing services as the circumstances require.
- II. Contractors are to perform all necessary actions to ensure that assigned parking lots, streets, fire lanes, handicap ramps and parking are serviced in such a manner that they are made safe and operable to vehicles and pedestrians at all times.
- III. The Contractor shall be available for contact on a twenty-four (24) hour day, seven (7) day a week basis, including holidays. Snow removal personnel and equipment shall be at contracted sites for snow removal within two (2) hours after notification by the HAKC.
- IV. The contractor must also provide multiple phone numbers with contact people which can be reached when equipment and/or personnel are called to work. Telephones must be answered twenty-four hours per day.
- V. At the time of notification to report, the Property Manager will direct whether the contractor is to plow snow only, or whether the Contractor is to salt and/or sand. Snow is to be removed down to the bare pavement unless a layer of ice is beneath the snow. In this instance, the Property Manager will direct the contractor to salt and/or sand after plowing the snow. The contractor is responsible for using adequate material for de-icing and sanding to meet this requirement. Callbacks due to improper service or inadequate material usage will be the sole financial responsibility of the Contractor and not billable to the HAKC.
- VI. It is required that the contractor complete snow removal and surface treatment of the locations specified within 5 hours of notification.

- VII. Contractor's plow trucks shall be identified with the name of the contractor's business on both sides of the truck.
- VIII. All materials must be applied per manufactures directions. Material selection and manufacture directions must be provided when requested.
- IX. The contractor is required to submit a detailed log, on company letter head describing the service that was performed such as:
- The description of the service performed
 - Temperature Hi and Low for service days.
 - Date service was performed
 - Snow/Ice start and stop times and amount of accumulation.
 - Service start and stop times.
 - Official log must be submitted and approved by the HAKC before service is performed.
 - Manger signature indicating that the work performed was done in a professional manner.
 - In order to process an invoice the log and invoice must have the Property Mangers signature and must be submitted together. Copies of the log and invoice will be left with the Property Manager.
- X. In the event of back-to-back runs, the contractor must obtain authorization before starting second run.

C. PLOWING REQUIRMENTS

- I. The contractor is responsible for locating fire lanes, handicap ramp entrances, handicap parking, curb cuts, parking lot drains and plant material. Snow shall not be stored in these areas. The storage of snow from a heavy snow should be, if possible, stored in the vicinity to an open drain or on the low side of the parking lot to reduce freezing run off.
- II. Parking spaces should be cleared to the curb and snow pushed in such a way to minimize the use of parking spaces for snow storage.
- III. Snow plow angle should be used in a way to prevent parked vehicles from being blocked by snow.
- IV. Parking lots occupied by vehicles during a snow storm shall have parking lot throughways and driveways cleared to allow for egress of vehicles. All empty parking spots are to be cleared while on site.
- V. The contractor is responsible for identifying sides with parking bumpers and to use caution while removing snow near then to prevent damage.

D. DRIVER REQUIRMENTS

- I. The contractor must supply a fully qualified, licensed and responsible driver for all equipment. The contractor must supply the name(s) of the driver(s) for each vehicle upon request.
- II. The HAKC reserves the right to reject and disqualify any driver with a history of poor performance or a driver that exhibits behavior which the HAKC believes will result or has resulted in unacceptable performance. The contractor will be immediately notified and shall make a replacement driver available within two (2) hours.

D. DAMAGES

- I. If the contractor or his subcontractor becomes involved in an accident with vehicle, pedestrian or property damage occurs, they must notify the Property Manager immediately.
- II. The contractor is responsible for damages to sod, shrubbery, trees and property which he/she caused while performing the services described in the contract.
- III. The contractor must repair all damage for which he/she is liable as determined by the HAKC.
- IV. Damages that cause a safety hazard must have temporarily repairs made immediately and permanent repairs within 48 hrs unless authorized otherwise.
- V. If repairs are not completed in a satisfactory and timely manner, the HAKC will have the right to make the necessary repairs and recover the cost from the contractor.

E. MATERIAL SPREADERS:

Contractor must have sufficient number of acceptable material spreaders capable of evenly distributing free flowing granular materials (such as road salt and/or treated sand).

F. TEMPERATURE

Salt should be increased or decreased based on pavement surface temperature and air temperature.

G. REPORT TO THE PROPERTY MANAGER OR its REPERSENTATIVE IMMEDIATELY:

- A. Notify the Property Manger when arriving on site.
- B. If equipment breaks down and will cause a delay in service.
- C. If any Facility cannot be plowed and reason why.
- D. If any damages or incidents occur while on the property.

E. At the completion of service for approval.

H. PROPERTY LOCATIONS

Properties to be serviced are listed below. Please refer to the attached drawings for the specific areas that require service.

Developments:

- Corporate Office 3822 Summit St.
- Riverview Gardens: 299 Paseo
- Theron B. Watkins: 1301 Vine
- Wayne Minor Court: 1940 E 11th Street
- Pemberton Heights: 3710 E 51st Street
- Brush Creek Towers: 1800 Emanuel Cleaver Boulevard
- Dunbar Gardens: 3392 Colorado
- West Bluff: 1210 West Bluff
- Guinotte Manor: 1100 E 4th Street

Scattered Site locations:

- North Scattered Sites: N. Cherry townhouses
- Central Scattered Sites: 4640 – 4681 Overton (Entire Overton U- shaped road is to be serviced).
- South Scattered Sites: 10774 – 10796 Hillcrest (Entire cul-de-sac).

**Page 1 of Bid Form
IFB-24-0809**

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 _____, (your company name) located at _____, (your company address) in accordance with the applicable specifications and related documents prepared by the Housing Authority of Kansas City, Missouri, and having familiarized itself with the local conditions effecting the cost of the Work at the place where the Work is to be done 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 **Snow Removal/Salting/Sanding** in accordance with the scope of work, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addendum Nos __, __, and __, the receipt of which is hereby acknowledged,) for the lump sum(s) hereinafter specified.

MBE/WBE PARTICIPATION

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

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

If 'Yes', indicate potential MBE/WBE participation level:

MBE Percentage Participation _____ %
WBE Percentage Participation _____

**All pages of the Bid Form must be:
Filled out completely, signed and returned.
Failure to complete and submit all documents request in this IFB may
remove your bid from consideration.**

**Page 1 of Bid Form IFB 24-0809
(Initial Term)
2-Year period**

Respondents will submit a lump-sum price for each service, to be paid on a per development, per snowfall basis. This lump-sum price shall include all labor, materials and equipment required in the scope of work. Respondents are responsible for reviewing the work areas prior to submitting a bid.

- | | |
|--|----------|
| 1. HAKC Main Headquarters – 3822 Summit | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 2. Riverview Gardens – 299 Paseo | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 3. Brush Creek Towers – 1800 Emmanuel Cleaver II | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 4. Dunbar Gardens – 3392 Colorado | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 5. TB Watkins/Clymer Center – 1301 Vine (9 lots) | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 6. Pemberton Heights – 3710 E. 51 st Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 7. West Bluff – 1210 West Bluff | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 8. Guinotte Manor – 1100 E. 4 th Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 9. Wayne Miner – 1940 E. 11 th Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 10. North Scattered Sites – N. Cherry Duplexes | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 11. Central Scattered Sites – 4640 – 4681 Overton | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 12. South Scattered Sites – 10774 – 10796 Hillcrest | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |

**Page 2 of Bid Form IFB 24-0809
(Renewal Term)**

Respondents will submit a lump-sum price for each service, to be paid on a per development, per snowfall basis. This lump-sum price shall include all labor, materials and equipment required in the scope of work. Respondents are responsible for reviewing the work areas prior to submitting a bid.

- | | |
|--|----------|
| 1. HAKC Main Headquarters – 3822 Summit | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 2. Riverview Gardens – 299 Paseo | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 3. Brush Creek Towers – 1800 Emmanuel Cleaver II | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 4. Dunbar Gardens – 3392 Colorado | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 5. TB Watkins/Clymer Center – 1301 Vine (9 lots) | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 6. Pemberton Heights – 3710 E. 51 st Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 7. West Bluff – 1210 West Bluff | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | |
| 8. Guinotte Manor – 1100 E. 4 th Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 9. Wayne Miner – 1940 E. 11 th Street | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 10. North Scattered Sites – N. Cherry Duplexes | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 11. Central Scattered Sites – 4640 – 4681 Overton | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |
| 12. South Scattered Sites – 10774 – 10796 Hillcrest | |
| a. Snow Removal | \$ _____ |
| b. Salting/Sanding Only | \$ _____ |

NO BID REPLY FORM

HOUSING AUTHORITY OF KANSAS CITY (HAKC)

**INVITATION FOR BIDS (IFB) # 24-0809
Snow Removal, Salting and
Sanding Services
at
HAKC Headquarters and
Developments**

To assist us in obtaining good competition on our Invitation for Bids (IFB), 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 fax or email with the subject line "Bid #24-0809."

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 Invitation for Bid document. Our objections are:

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

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

____ 5. Other:

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

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

FIRM NAME

SIGNATURE

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says:

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

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

1. That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
2. 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
3. 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: _____

REFERENCES

BANKS

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

TRADE

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

SUBCONTRACTORS

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

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

LISTING OF PROPOSED SUB-CONTRACTORS

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

General Contractor _____

By _____

Title _____

STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s). 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 similar contracts: (Give name, address, phone number, amount of each contract, and appropriate anticipated date of starting and completion.)

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

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

9. Are you minority owned? _____. If so, are you certified as an MBE/WBE with the City or State? _____. 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. Are you in compliance with the Kansas City, Missouri Human Relations Department? _____. (Attach a copy of Certificate of Compliance from the City.)

12. City of Kansas City, Missouri occupation License Number: _____

 (Enclose a copy)

13. Registration with Secretary of State of Missouri (Enclose a copy)

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

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

16. 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

17. 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

18. 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:

19. 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:

20. Social Security Number: _____

21. Federal I.D. Number: _____

22. Insurance Company: _____

Amount of Insurance: _____

Bonding Agent: _____

Amount of Bond: _____

Attach a copy of the insurance certificate.

At Contract Signing – verification of the HAKC as an Additional Insured is required.

23. Are you certified by any other agencies? _____

Names of Agencies:

24. Please sign the statement below to authorize the release of information to the HAKC for the purpose of verifying your references.

I hereby authorize the release of information to the Housing Authority of Kansas City, Missouri for the purpose of verifying my references.

Contractor's Signature

Date

STATEMENT OF RELEASE OF INFORMATION
AUTHORIZATION

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 MISSOURI)
)SS
COUNTY OF JACKSON)

_____ 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 Occupation Statement 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

Appendix A

Maintenance Wage Rate Determination (HUD 52158)

General Conditions for Non-Construction (HUD 5370-C)

Instruction to Offerors (HUD 5369)

Certification and Representations of Offerors (HUD 5369-C)

Sample Contract/Terms and Conditions

Arial Pictures of HAKC Headquarters, Developments and Scattered Sites

HUD-52158 Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	
Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)		
Agency Name: Housing Authority of Kansas City, MO 3822 Summit Street Kansas City, MO 64111	DBLS Agency ID No: MO0002	Wage Decision Type: <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Routine Maintenance Nonroutine Maintenance
Effective Date: 1/27/2023		Expiration Date: 12/31/2024
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
DENISE POLK <small>Digitally signed by DENISE POLK Date: 2023.01.27 18:02:16 -05'00'</small> DBLS Staff Signature Denise Polk, Labor Standards Specialist		1/27/2023 Date
Name and Title		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic II Maintenance Mechanic I Maintenance Laborer	\$20.42 \$17.12 \$15.10	As determined per Housing Authority Personnel Policy (for all classifications)

Note: Maintenance Mechanic I - Work Classification applies to the Make Ready/Unit Turnover services described herein. Fringe Benefits are only applicable to HAKC staff.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$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 I - Clauses for All Non-Construction Contracts greater than \$100,000
=====

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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 Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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 _____, 2024, 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 _____, 2024, 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 _____ 2024 and shall be for a period of ___ through _____, 2026. 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@hakc.org. All invoices must contain the following information: Contractor's name, address, telephone number, and tax identification number, this Contract number, and description of the Work performed and the signature of an authorized company official.
- 4.3** HAKC shall pay Contractor within thirty (30) calendar days following receipt of the invoice(s), acceptance of the work signed by the Property Manager(s) and all required documentation.

5.0 PERSONNEL

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

6. RECORD KEEPING

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

7. INSPECTION; ACCEPTANCE; LIENS

- 7.1** HAKC shall have the right to inspect the Work at any time prior to completion and upon completion, and notify Contractor of any deficiencies that require correction.
- 7.2** Failure by Contractor to proceed with reasonable promptness to make necessary corrections to the work shall constitute a default under terms of this Contract.
- 7.3** The contractor is prohibited from placing a lien on HAKC's property. This prohibition shall apply to all subcontractors.

8. CHANGES TO THE SCOPE OF WORK

- 8.1** HAKC may at any time, by written order agreed to by the Contractor, make changes within the Scope of Work of this Contract in the Work to be performed.
- 8.2** If any such change causes an increase or decrease in the prices charged, the maximum amount of the Contract, or the time required for performance of any part of the Work under this Contract, whether or not changed by the order, or otherwise affects the conditions of this Contract, HAKC shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms and shall modify the Contract accordingly.
- 8.3** Contractor must assert its rights to an equitable adjustment under this provision within thirty, (30) days from the date of receipt of the written order. However, if HAKC decides that the facts justify it, HAKC may receive and act upon a proposal submitted before final payment of the Contract.
- 8.4** Failure to agree to any adjustment shall constitute a dispute under ¶11.0 Disputes. However, nothing in this provision shall excuse Contractor from proceeding with the Contract as changed.
- 8.5** No Work for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of HAKC.

9. CONTRACT MODIFICATIONS

- 9.1** Only the Contracting Officer has authority to modify any term or condition of this Contract on behalf of the HAKC. Any modifications shall be agreed to by the parties in writing and signed by the Contracting Officer. The Contractor specifically agrees and understands that no verbal modifications are allowed to this Contract.
- 9.2** HAKC may modify the Contract unilaterally under the following circumstances: (1) pursuant to a specific authorization as stated in the Contract (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in HAKC's address). All other modifications shall be in the form of supplemental Contracts signed by the Contractor and the Contracting Officer.

10. DISSEMINATION OF INFORMATION; RETENTION OF RECORDS

- 10.1** Contractor hereby agrees that no information or material shall be disseminated or disclosed to the general public, the news media or any person or organization, without the prior express written approval of the HAKC.
- 10.2** HAKC, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, for three (3) years after final payment under this Contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of performing audits, examinations, excerpts, and transcriptions.
- 10.3** Contractor agrees to include in first-tier subcontracts a provision substantially the same as ¶10.2. "Subcontract", as used in this provision, means an Contract entered into between Contractor and another entity to perform a portion of the work required under the terms of this Contract, excluding any such subcontracts not exceeding \$10,000.00.

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

11. DISPUTES

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

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

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

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

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

12. TERMINATION AND DEFAULT

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

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

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

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

12.5 If, after termination for failure to fulfill its obligations (Default), it is determined that Contractor had not failed, said termination shall be deemed to have been 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 five hundred dollars (\$3,500,000.00) for all claims arising out of a single occurrence;
- b). Four hundred and fifty thousand dollars (\$550,000.00) for any person in a single accident or occurrence;

Property Damage:

- c). Five hundred thousand dollars (\$550,000.00) 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:

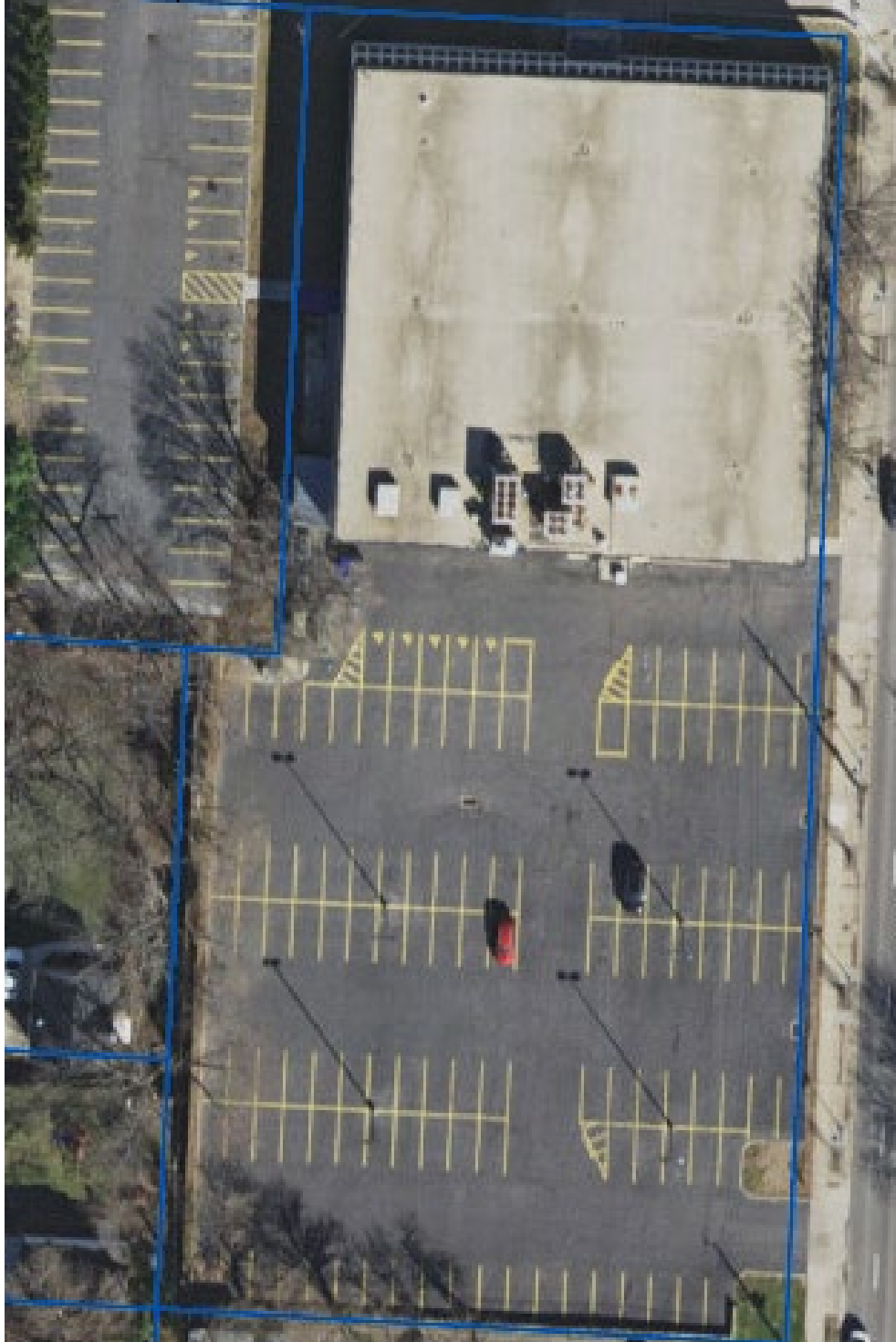
By: _____ Date: _____

Name: _____

Title: _____

Address: _____

HAKC Headquarters 3822 Summit



Riverview Gardens 299 Paseo



Theron B. Watkins 1301 Vine



Woodland Ave

Woodland Ave

Woodland Ave

E 11th St

E 11th St

E 11th St

E 10th St

E 10th St

E 10th St

Michigan Ave

Euclid Ave

Euclid Ave

Garfield Ave

Garfield Ave

Garfield Ave

E 9th St

E 9th St

E 9th St

Pemberton Heights 3710 E. 51st Street



Pemberton Heights 3710 E. 51st Street



B





Denver Ave

Colorado Ave

Denver Ave

Colorado Ave

Denver Ave

Colorado Ave

E 24th St

D 24th St



KCM6



SSN 3726 -3740 N Cherry KCMO 64116



N Cherry St



