



REQUEST FOR PROPOSALS (RFP) #24-0529

**Fire & Security Alarm Monitoring and Testing
HAKC Headquarter and Developments**

Date: May 29, 2024
Contact: Mary Jackson
Contract Specialist
Telephone: (816) 968-4203
Email: mjackson@hakc.org

**REQUEST FOR PROPOSAL
RFP #24-0529**

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

REQUEST DATE: May 29, 2024

THIS IS NOT AN ORDER

<u>Proposal Due Date:</u> June 28, 2024	<u>Pre-Bid Conference:</u> June 11, 2024 at 10:00 a.m. Central Starting location at Pemberton Heights 3710 E 51st St KCMO 64130
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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 proposals from qualified companies to provide Fire and Security Alarm System Monitoring & Testing Service for all systems located at HAKC Headquarter and all Developments, including recreational facilities, and designated administrative offices.
3. An onsite Pre-bid meeting for this service will be held on Tuesday, June 11, 2024, at 10:00 am, starting location at 3710 E 51st ST. Kansas City, MO 64130. All interested bidders are requested to attend the pre-bid meeting for an onsite walkthrough and review of the scope of work requirements. Upon arrival park on the street or at the designated visitor spaces located by the front office. Attendance is not required to submit a proposal.

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**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued	May 29, 2024
Pre-Bid Conference	June 11, 2024
.....	10:00a.m. Central
 Review Scope of Work and Walkthrough of Service Locations: Starting location - Pemberton Heights 3710 E 51 st St Brush Creek Towers – 1800 Cleaver Blvd II Theron B. Watkins – 1301 Vine St. West Bluff – 1210 West Bluff Dr. Riverview Gardens – 299 Paseo Blvd. 	
Questions, Comments and Requests for Clarifications Due to HAKC	June 17, 2024
.....	by 9:00 a.m. Central
HAKC’S Response to Questions, Comments and Requests for Clarification	June 21, 2024
RFP Closing	June 28, 2024
	by 2:00 p.m. Central
Interviews (Tentative and as Required)	TBD
Contract Award/Notice to Proceed	July 2024

SECTION 2 DOCUMENTS

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

- a. **Notarized Non-Collusive Affidavit**
- b. **Notarized Release of Information**
- c. **Joint Venture Questionnaire**
- d. **References (similar projects)**
- e. **Listing of Proposed Subcontractors**
- f. **Statement of Qualifications**
- g. HUD 5370-C General Conditions for Non-Construction
- h. HUD 5369-B Instructions to Offerors for Non-Construction
- i. **HUD 5369-C Certification and Representation of Offerors for Non- Construction**
- j. Sample of Maintenance Services Agreement
- k. **Price Proposal**
- l. Registration with SAM.GOV, is required prior to award of an agreement.

BOLD indicates forms required to be completed and submitted with every bid submission. Failure to provide the indicated forms, may cause your submission to be removed from consideration of award.

SECTION 3 SCOPE OF WORK DESCRIPTION AND TERMS

1. SCOPE OF WORK

The Housing Authority of Kansas City Missouri is seeking proposals from qualified companies to provide Fire and Security Alarm System Monitoring & Testing Service for all systems located at HAKC Headquarters, developments, recreational facilities, and designated administrative offices

2. TERM OF CONTRACT

The contract period shall be for a three (3) year term, with the option for two (2) – one (1) year renewal period(s) at the sole option of the HAKC. Prices stated in the proposal shall be legally binding for the original term of the contract. Renewal pricing will be at an agreed upon % of increase, per original proposed pricing from the contractor.

3. TAXES

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

4. 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 any sub-contracts, retain consultants, or assign, transfer, convey or otherwise dispose of the ensuing contract or any or all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of HAKC.

6. PROVISION FOR CHANGES OR AMENDMENTS

If at any time HAKC desires to expand, alter or terminate a portion of the Scope of Services, as defined in the herein, the contract will be amended to reflect these changes at costs/ deductions acceptable to both parties. HAKC shall provide thirty (30) days prior written notice to the contractor for any changes to the Scope of Services. The contractor shall not hold HAKC responsible for termination due to no fault of HAKC.

As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the Project Manager, Brad Valentine at 816-968-4175. The HAKC will not be responsible for payment of any change(s) not authorized in advance, by the Project Manager.

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@hac.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.

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 claims.

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

9. PRICING, BILLING AND PAYMENT

- 9.1 The contractor shall invoice per the firm, fixed prices indicated on the Price Form. The firm, fixed prices shall be legally binding for original term of the contract. When providing services, the company 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.

- 9.2 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, the awarded Contract number, and description of the Work performed and the signature of an authorized company official.

10. PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be received at the offices of the Housing Authority of Kansas City, MO **no later than noon 4:00 PM on June 28, 2024**. Proposals must be addressed to the attention of Mary Jackson, Office of Procurement and Contracts, Housing Authority of Kansas City, MO. at 3822 Summit Street, Kansas City, MO 64111.

The intent of the RFP is to encourage submittals that clearly communicate the contractors qualifications for the services. Proposals should provide information in a concise, and well written, well-organized manner containing only relevant information to the services. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified contractor(s). Companies are encouraged to submit proposals and pricing that are relative to the services and scope of work they are able to provide.

1. **Technical Proposal** - shall be in a separate envelope and clearly marked "RFP 24-0515 Fire & Security Alarm Monitoring and Testing". Each response to this RFP must include **one (1) hard copy original, five (5) bound copies and a Flash Drive**.
2. **Price Proposal – one copy (1) shall be submitted in a separate, sealed envelope and labeled as such. All prices will be firm fixed through the original agreement term. A percentage of increase for the renewal periods of contract Year 3 and Year 4 is to be provided with submitted pricing.**

Any Submission received later than 4:00 p.m. on June 28, 2024 shall be considered non-responsive.

11. REQUIRED CONTENT AND SUBMITTAL FORMS

Respondents must submit the following documents with the proposal:

1. A technical proposal that outlines the information requested on evaluation criteria
 - Briefly state the company's understanding of the services to be performed and make positive commitment to provide services as specified.
2. Price Form(s)
3. Required Contract Documents (Attachments)
4. References

13. PROPOSAL EVALUATION CRITERIA

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

13.1 Service Program Plan Understanding the Proposal – 20 pts

Provide a brief detailed statement of your organizations understanding and ability to complete the services listed within the scope of work.

13.2 Company and Project Team Experience and Qualifications - 20 pts

Provide a brief statement on organizational capacity, provide a list of employees and subcontractors experience and qualifications, and their ability to perform the work in a timely and professional manner.

13.3 **Methodology and Work Schedule – 15 pts**

Detailed methodology in addressing scope of work and deliverables; proposed work plan of key tasks.

13.4 **References – 10 pts**

Experience in providing recent and relevant similar services demonstrating suitability to undertake work; in the areas of fire and security alarm monitoring and testing. Three (3) references required.

13.5 **Costs – 25 pts**

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

13.6 **Interview – 10 pts** (if applicable)

14. **EVALUATION PROCESS**

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

14.1 Responsive proposals will be evaluated in the following manner:

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

Scope of Work

Housing Authority of Kansas City Missouri

Project: Fire & Security Alarm Monitoring and Testing

Locations: HAKC Headquarters, HAKC Family Developments, Recreational Facilities, and Administrative Offices

Please note your proposal must be indicated on the Price Form that is included in this Request for Proposal. The Price Form is your official response and requires your signature in order to be considered responsive and responsible.

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

1. INTRODUCTION

The Housing Authority of Kansas City, Missouri (herein referred to as "HAKC") is seeking proposals from qualified companies to provide Fire and Security Alarm System Monitoring and Testing Service for all systems located throughout the HAKC Headquarters, HAKC Apartment Complexes, recreational facilities and designated administrative offices. This scope contains a list of all fire and security alarm equipment by location. Respondents are required to bid on all service requirements. However, it is the goal of HAKC to have one point of contact for the services described herein. Respondents may submit proposed subcontractors as part of the proposal.

2. SERVICE REQUIREMENTS

A. FIRE ALARM SYSTEM MONITORING

At a minimum, respondents must address the following requirements as part of the proposal:

1. Ability to provide 24-hour monitoring service;
2. Weekly test of all fire alarm system equipment
3. Procedure for notifying HAKC personnel of equipment failure
4. Maintain a log of all fire alarm activities; including records and results of all system testings;
5. Monthly monitoring fee (not hourly) for each complex/location
6. Please enter proposed fees on attached form.

B. SECURITY ALARM SYSTEM MONITORING

At a minimum, respondents must address the following requirements as part of the proposal:

1. Ability to provide 24-hour service
2. Notification of HAKC personnel of equipment failure including:

- a. Failure of an alarm not being armed by the designated time
3. Maintain a log of all alarm activities
4. Monthly monitoring fee (not hourly) for each complex/location
5. Please enter proposed fees on attached form.

3. Equipment

FIRE AND SECURITY EQUIPMENT TO BE SERVED

A. BRUSH CREEK TOWERS

1800 Brush Creek Boulevard

Fire Alarm Equipment

1. Communicator
2. Digital One Post Indicator Valve Device
3. Water Flow Device
4. One Transmitter
5. 130 Hand Pulls
6. All common area or connected smoke alarms

Elevator Phone Access Control

B. PEMBERTON HEIGHTS

3710 E. 51st Street

Fire Alarm Equipment

1. Power Supplies
2. 212 Smoke Detectors
3. 240 Hand Pulls
4. Water Flow Device
5. All common area or connected smoke alarms

Elevator Phone Access Control

C. THERON B. WATKINS

1301 Vine

Fire Alarm Equipment

1. (1) 4010 ES Fire Control Panel Simplex (Clymer Center) not-sprinkled
2. (20) GS3055-ICF wireless fire alarm panel communicators at apt.bldgs. with tamper and flow switches.\
3. All common area or connected smoke alarms

Security Equipment (Clymer Center Only)

1. DSC 1550 Alarm Panel and Remote
2. Motion Detectors, Door Contacts
3. Four Embarrassment Alarms

D. WAYNE MINER
1940 E. 11th Street

Security Equipment for Community Center

1. 1 TG7 wireless panel communicator
2. 8 Door Contacts
3. 4 Motion Detectors
4. Ten Glass Brake Detectors
5. Associated Sirens and Connections
6. All common area or connected smoke alarms

WM has a fire panel with cellular communicator

E. RIVERVIEW GARDENS
299 Paseo

Fire Alarm Equipment (Family Planning and Development Center)

1. Fire Alarm Control Panel "Firelite-M55024UD"
2. 17 Smoke Detectors (2-wire) "System Sensor"
3. 8 ADA-Strobe/Horn (comb) "System Sensor"
4. 7 ADA-Strobe "System Sensor"
5. 6 manual Pull Station "Firelite"

Access Control Security Equipment

1. Alarm Panel and Remotes DSC 1550
2. Door Contacts, Siren, Motion Detectors, Peripherals
3. 1 Secure Perfect Card Reader/Software
4. 6 Model 500-3 modems
5. 1 Card Reader and Electrified Knob set MOD 940

Security Equipment (Recreation Center/Tenant Office)

1. Intrusion Detection System DSC 1550 >2 panel, Community Room and Management Office
2. DSC PC1550 Alarm Panel, Laundry/Maintenance Shop
3. Door Contacts, Siren, Motion Detectors, Peripherals

F. GUINOTTE MANOR
1202 E. 5th Street

Cellular communicators for security

1. 1 Intrusion Alarm Panel
2. 3 Alpha Keypads
3. 1 Indoor Alarm Horn
4. 1 Outdoor Siren
5. 1 Outdoor Strobe
6. 1 Siren Box
7. 1 Fire Alarm Control Panel
8. 1 4-Zone Expander Module
9. 24 Photoelectric Smoke Detectors
10. 7 Heat Detectors
11. 2 24V Horns

G. DUNBAR GARDENS

3392 Colorado

Security Equipment in Community Center

1. 1 DSC PC1550 Alarm Panel and Remote
2. Outside Siren, Motion Detectors, Door Contacts

H. HAKC Headquarters

3822 Summit

Honeywell 6820 Addressable Fire Alarm Control Panel

*see attached specification sheet below

1. Ability to provide 24 hour monitoring service;
2. Weekly test of all fire alarm system equipment;
3. Procedure for notifying HAKC personnel of equipment failure;
4. Maintain a log of all fire alarm activities; including records and results of all system testings;

Part No:6820 - 1110-PT ADDRESSABLE FACP		
Job number: 1 Job name: Drawing1		
Part No.	Qty.	Description
		Panel Equipment
6820_MB	1	MAIN BOARD, 6820
		Peripheral Devices
HS-24WW	13	HORN/STROBE, 2 WIRE, M-C,WHITE, WALL (Notification) 30CD 78dB
S-24WW	6	STROBE, M-C, WHITE, WALL (Notification) 30CD
S-24WW	24	STROBE, M-C, WHITE, WALL (Notification) 15CD
HS-24WW	15	HORN/STROBE, 2 WIRE, M-C,WHITE, WALL (Notification) 75CD 78dB
S-24WW	3	STROBE, M-C, WHITE, WALL (Notification) 60CD
HS-24WW	9	HORN/STROBE, 2 WIRE, M-C,WHITE, WALL (Notification) 15CD 78dB
HS-24WW	6	HORN/STROBE, 2 WIRE, M-C,WHITE, WALL (Notification) 110CD 78dB
HS-24WR-WP	1	HS-24WR-WP, 75CD,OUTDOOR HORN/STROBE,S/HS-WP SERIES (Notification) 75CD
HS-24WW	2	HORN/STROBE, 2 WIRE, M-C,WHITE, WALL (Notification) 60CD 78dB
CHS-24W	9	HORN/STROBE, 2 WIRE, M-C, WHITE, CEILING (Notification) 75CD 83dB
5860R	2	REMOTE LCD ANNUNCIATOR, RED (Power)
5860R	2	REMOTE LCD ANNUNCIATOR, RED (Serial)
SK-MONITOR 2	2	DUAL MONITOR MODULE (Signaling line)
SK-PULL-DA	6	PULL STATION, DOUBLE ACTION, ADDRESSABLE (Signaling line)
SK-PHOTO-W	10	LOW-PROFILE PHOTOELECTRIC SENSOR WHITE (Signaling line)
SK-DUCT	5	DUCT DETECTOR W/PHOTO SENSOR (Signaling line)
SK-HEAT	2	HEAT, ADDRESSABLE (Signaling line)
SK-RELAY	9	RELAY MODULE, ADDRESSABLE (Signaling line)

Page 1 of 4
Proposal Pricing
Form
RFP-24-0529

Date: _____

FROM: _____
Hereinafter called the "Bidder"

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

The undersigned bidder for _____,

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

MBE/WBE PARTICIPATION

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

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

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

MBE Percentage Participation _____ %
WBE Percentage Participation _____ %

**Page 2 of 4
Proposal
Pricing
Form
RFP-24-0529**

BRUSH CREEK TOWERS	\$ _____/month
PEMBERTON HEIGHTS	\$ _____/month
THERON B. WATKINS	\$ _____/month
WAYNE MINER	\$ _____/month
RIVERVIEW GARDENS	\$ _____/month
GUINOTTE MANOR	\$ _____/month
DUNBAR GARDENS	\$ _____/month
HQ HEADQUARTERS	\$ _____/month

Monthly Total: _____ *Dollars,* \$ _____

ADDITIONAL COSTS: \$ _____

Breakdown of Additional Costs:

Please indicate any additional cost on services such as hourly rate for break fix, trip charges, minimum call duration, battery cost.

Note: All prices will be firm fixed through the original agreement term.

A percentage of increase for the renewal periods of contract Year 4 and Year 5 is to be provide with submitted pricing.

Year 4 Renewal Period % of Increase = _____%

Year 5 Renewal Period % of Increase = _____%

Page 3 of Pricing Form
RFP-24-0529

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

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

Name of Firm	Street Address
--------------	----------------

Telephone Number	City, State, Zip Code
------------------	-----------------------

Federal Tax ID Number	Authorized Officer/Title
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Date	Signature
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NO BID REPLY FORM

HOUSING AUTHORITY OF KANSAS CITY (HAKC)

**REQUEST FOR PROPOSAL (RFP) # 24-0529
Fire & Security Alarm Monitoring and Testing**

To assist us in obtaining good competition on our Request for Proposals (RFP), we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return to the Procurement department via email with the subject line "RFP #24-0529."

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

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

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

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

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

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

____ 5. Other:

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

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

FIRM NAME

SIGNATURE

Development Unit Sizes by Sq Ft

Developments	Studio	1 BR	2BR	*3BR +	4 BR	5BR
Brush Creek - 1800 Emmanuel Cleav	417 sq ft	446 sq ft	646 sq ft	N/A	N/A	N/A
Pemberton Heights - 3710 E 51st St	N/A	530 sq ft	703 sq ft	N/A	N/A	N/A
Dunbar Gardens - 3392 Colorado	428 sq ft	576 sq ft	1,163 sq ft	N/A	N/A	N/A
T.B. Watkins - 1301 Vine	N/A	589 sq ft	1,026 sq ft	1,404 sq ft	1,533 sq ft	1,682 sq ft
Wayne Minor Court - 1940 E 11th S	N/A	N/A	N/A	* 1,039 sq ft	N/A	N/A
*3BR+ = (All units are the same size)						
Guinotte Manor - 1100 E 4th St	N/A	636 sq ft	897 sq ft	1,047 sq ft	1,244 sq ft	N/A
Riverview Gardens - 299 Paseo	N/A	506 sq ft	747 sq ft	1,006 sq ft	912 sq ft	N/A
West Bluff - 1210 W Bluff	N/A	626 sq ft	785 sq ft	927 sq ft	1,124 sq ft	1,296 sq ft
North Scattered Sites - Houses				1470 Sq ft Avg		
Duplexes			1064 Sq ft Avg	1485 Sq ft Avg		
Central Scattered Sites - Houses			860 Sq ft Avg	1332 Sq ft Avg		
South Scattered Sites - Houses			997 Sq ft Avg	1384 sq ft Avg	2010 Sq ft Avg	
Duplexes			1128 Sq ft Avg			

REFERENCE FORM

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



For: _____

Name of Reference: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

Email: _____

Contract Value: _____

Dates of Contract: _____

Scope of Contract: _____

THIS SPACE FOR HAKC USE ONLY

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

GENERAL REFERENCES

BANKS

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

TRADE

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

CORE EMPLOYEES FOR _____ *(bidders name)*

List ALL employees who will be working to complete this project

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

NAME	TRADE/TITLE	SECTION 3 CERTIFIED (✓)

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

CONTRACT # _____

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

STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s). This document must be notarized by a notary public.

1. Name of Company: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Email: _____

2. Name of Owner(s): _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Email: _____

3. Date Company was Established: _____

4. Are you a Sole Proprietorship? _____

Partnership? _____

Joint Venture? _____

Corporation? _____

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

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

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

NAME	ADDRESS	DATE

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

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

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

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

10. If so, provide the information below:

NAME	% of OWNERSHIP	RACE	SEX	TITLE

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

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

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

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

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

NAME	ADDRESS	BACKGROUND EXPERIENCE

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

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

17. Social Security Number: _____

18. Federal I.D. Number: _____

19. Insurance Company: _____

Amount of Insurance: _____

Bonding Agent: _____

Amount of Bond: _____

Attach a copy of the insurance certificate.

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

20. Are you certified by any other agencies? _____

Names of Agencies:

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

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says:

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

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

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

(Name of Firm)

(Signature of Bidder)

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

NOTARY PUBLIC

My commission expires: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

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

Name of Contractor: _____

By: _____

Title: _____

STATE OF _____)
 _____) SS
 COUNTY OF _____)

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

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

 NOTARY PUBLIC

My commission expires: _____

JOINT VENTURE QUESTIONNAIRE

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

Names of Firms involved in the Joint Venture: _____

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

Signature of Affiant

Date

Signature of Affiant

Date

Signature of Affiant

Date

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Minimum Wages

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

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

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

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Instructions to Offerors

Non-Construction

1. Preparation of Offers

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

2. Submission of Offers

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

3. Amendments to Solicitations

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

be determined responsible, a prospective contractor

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

must –

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

Previous edition is obsolete

- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by the employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
- (f) The only acceptable evidence to establish the data of mailing a late offer, modification, or withdrawal sent by Express Mail Next Day Service-post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- (h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

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

contain the offeror's best terms from a cost or price and technical standpoint.

- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

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

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer by properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

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

Certifications and Representations of Offerors

Non-Construction Contract

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

The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/ offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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/offers deletes or modifies subparagraph (a)2 above, the bidder/offers must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

(c) In the event the Contractor was aware of an organizational

conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation

from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or

subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

THE FOLLOWING DOCUMENT IS A SAMPLE OF HAKC'S SERVICE AGREEMENT

Fire & Security Alarm Monitoring and Testing Services

Professional: _____

Agreement No. _____

This **Agreement** is made this ____ day of July 2024 by and between, the **Housing Authority of Kansas City, Missouri, (HAKC)**, a Missouri Municipal Corporation, created pursuant to RSMo. §99.040, having its principal place of business at **3822 Summit Street, Kansas City, MO 64111**, and _____ having its principal place of business at _____.

1. DEFINITIONS

- 1.1 "HAKC" means the Housing Authority of Kansas City, Missouri, Board, Commissioners, Directors, Managers, and employees.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "**Agreement**" means this SERVICE AGREEMENT dated ____, 2024 entered into between HAKC and Professional. This **Agreement** also includes the following component parts/documents: 1) the Proposal submitted by the Professional, in response to the Request for Proposal RFP #24-0515 2) the Scope of Services, 3) the Specifications, if any and 4) Form HUD 5369-C and also includes any written and signed changes to any of these documents, by Addendum, Change Order, or other written and signed modification.
- 1.4 "Professional" means the person or other entity entering into this **Agreement** with HAKC to perform all of the Work required under this **Agreement**.
- 1.5 "Contracting Officer" means the authorized person who signed this **Agreement** for HAKC.
- 1.6 "Day" means a calendar day unless otherwise indicated.
- 1.7 "Default" means the failure of the Professional to fulfill the contract obligations.
- 1.8 "Services" means the promises, tasks, responsibilities, and duties that the Professional promises to perform and deliver to HAKC as set forth in this **Agreement** and specifically described in the **Scope of Services and the Professional's Written Proposal**.
- 1.9 "Work" means the Services performed by the Professional pursuant to this **Agreement**.

2. TERM OF AGREEMENT

- 2.1 The term of this **Agreement** shall begin as of the date of the Notice to Proceed and shall be for a three (3) year period through July 5, 2027. At the sole option of HAKC, the agreement may be extended up to two (2) times for an additional one (1) year period.

SERVICES

- 3.1 Pursuant to the terms of this **Agreement**, the Professional shall perform the services as described in the **Scope of Services**, including all written amendments to the **Scope of Services** incorporated herein by this reference.
- 3.2 Unless otherwise specified in the **Scope of Services**, the Professional shall furnish all tools, material, labor, and equipment to perform the required services to be delivered under this **Agreement**. All work is to be completed according to the **Scope of Services**.

- 3.3 The Professional is acting at all times as an independent professional. .
- 3.4 The Professional shall exercise sound business judgement in performing under the terms of this **Agreement** and shall comply with all applicable federal laws, state laws, HUD regulations, and HAKC directives, and policies.

4. **PRICING, BILLING AND PAYMENT**

- 4.1 HAKC agrees to pay, and Professional agrees to accept as compensation for the performance of the Services, in accordance with the attached schedule of prices. This is a fee-for-service **Agreement**.
- 4.2 For purposes of billing for the performance of the Services performed under this **Agreement**, the Professional shall submit an electronic copy of request for payment to HAKC's Accounts Payable at ap@hkc.org
- 4.3 All requests for payment must contain the following information: Professional's name, address, telephone number, and tax identification number, this **Agreement** number, description of the services performed and the signature of an authorized company official.
- 4.4 HAKC shall pay the Professional within thirty (30) calendar days following receipt of the request(s) for payment.

5.0 **PERSONNEL**

- 5.1 The contact person representing the Professional shall be _____. All communication between HAKC and the Professional's personnel on the project shall be through _____. The professional shall not replace this contact person without the agreement of HAKC that the substitute person(s) is/are of equal or greater skill and experience. The contact person(s) representing the HAKC shall be _____.
- 5.2 The Professional shall be responsible for the conduct and discipline of his employees. Each person assigned to perform services under this **Agreement** must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

6. **RECORD KEEPING**

The Professional shall maintain at least one copy of any and all written changes, modifications, or amendments to the Scope of Services, the specifications, or this Agreement 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. **(This section has been removed)**

8. **CHANGES**

- 8.1 HAKC may at any time, by written order agreed to by the Professional, make changes within the **Scope of Services** of this **Agreement** in the services to be performed.
- 8.2 If any such change causes an increase or decrease in the prices charged, the maximum amount of the **Agreement**, or the time required for performance of any part of the work under this **Agreement**, whether or not changed by the order, or otherwise affects the conditions of this **Agreement**, then HAKC shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms and shall modify the **Agreement** accordingly.
- 8.3 No services for which an additional cost or fee will be charged by the Professional shall be furnished without the prior written consent of the HAKC.

9. **AGREEMENT MODIFICATIONS**

- 9.1 Only the Contracting Officer has authority to modify any term or condition of this **Agreement** on behalf of the HAKC. Any modifications shall be agreed to by the parties in writing and signed by the Contracting Officer. The Professional specifically agrees and understands that no verbal modifications are allowed to this **Agreement**.
- 9.2 The HAKC may modify the **Agreement** unilaterally under the following circumstances: (1) pursuant to a specific authorization as stated in the **Agreement** (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 agreements signed by the Professional and the Contracting Officer.

10. DISSEMINATION OF INFORMATION; RETENTION OF RECORDS

10.1 The Professional hereby agrees that no information or material in its possession shall be disseminated or disclosed to the general public, the news media or any person or organization, without the prior expressed written approval of the HAKC.

10.2 The 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 **Agreement**, have access to and the right to examine any of the Professional's directly pertinent books, documents, papers, or other records involving transactions related to this **Agreement** for the purpose of performing audits, examinations, excerpts, and transcriptions.

11 (This section has been removed)

12. DISPUTES

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

12.2 All claims by the Professional shall be made in writing and submitted to the HAKC. A claim by the HAKC against the Professional shall be made by a written decision by the HAKC.

12.3 The HAKC shall, with reasonable promptness but in no event more than thirty (30) days, render a decision concerning any claim hereunder. The Professional has thirty (30) days after receipt of the HAKC decision to notify the HAKC in writing that it objects to such decision. After that timeframe the decision shall be final and conclusive.

12.4 If the Professional takes exception to the HAKC's decision and the parties cannot arrive at a mutually acceptable resolution of the dispute then the parties may agree to present the matter to mediation or other form of alternative dispute resolution. Otherwise, either party may present the matter to the Jackson County Circuit Court for a decision.

12.5 The Professional shall proceed diligently with the performance of the services required under this **Agreement**, pending final resolution of any request for relief, claim, appeal, or action arising under the **Agreement**, and shall comply with the decision of the HAKC.

13. TERMINATION AND DEFAULT

13.1 This **Agreement** will terminate immediately if the Professional becomes ineligible to contract with HUD under applicable laws and regulations.

13.2 The HAKC may terminate this **Agreement** in whole, or in part, at the convenience of the HAKC or for the failure of the Professional to fulfill its obligations by default. The HAKC shall terminate this **Agreement** by delivering to the Professional a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice the Professional shall: (1) immediately discontinue all services affected, unless the notice directs otherwise and (2) deliver to HAKC all information, reports, papers, and other materials accumulated or generated in performing this **Agreement**, whether completed or in process.

13.3 The professional agrees that HAKC may terminate this **Agreement** at its convenience for any reason or no reason. If the termination is for the convenience of the HAKC, and is in whole, the HAKC shall be liable only for payment for services rendered before the effective date of the termination. If the termination is in part, the HAKC shall be liable for payment for services rendered before termination, and compensation for the remainder of the **Agreement** not terminated shall be equitably adjusted as agreed to by the parties at a rate not to exceed the ratio of the remaining services to the original **Agreement**.

13.4 If the termination is due to the failure of the Professional to perform its obligations under this **Agreement** by default, the HAKC may require the Professional to deliver, in the manner and to the extent directed by the HAKC, any work as described in the scope of services. The Professional's compensation shall be determined in accordance with ¶12.0 DISPUTES and any payment of the reasonable value of any services rendered through the date of termination. HAKC may withhold payments to the Professional, for the purposes of set-off or partial payment, as the case may be, of amounts owed to the

HAKC by the Professional.

- 13.5** If, after termination for failure to fulfill its obligations by default, it is determined that the Professional had not failed, said termination shall be deemed to have been for the convenience of the HAKC, and the Professional shall be entitled to payment as described in ¶ 12.3.
- 13.6** Upon the termination of this **Agreement** for any reason, the Professional shall be obligated to cooperate with the HAKC so that a smooth transition of responsibilities, including immediate delivery to the HAKC, or its designee, all files, papers and records related to the Professional's performance of this **Agreement**.
- 13.7** Any disputes with regard to this clause are expressly subject to the terms of ¶12.0 Disputes.

14. ORGANIZATIONAL CONFLICTS OF INTEREST

14.1 The Professional 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 Agreement and the Professional's organizational, financial, contractual or other interests are such that:

14.1.1 Award of the **Agreement** may result in an unfair competitive advantage; or

14.1.2 The Professional's objectivity in performing the services required under the **Agreement** may be impaired.

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

14.3 In the event the Professional was aware of an organizational conflict of interest before the award of this **Agreement** and intentionally did not disclose the conflict to the Contracting Officer, then HAKC may terminate this **Agreement** for default.

14.4 The provisions of these paragraphs shall be included in all subcontracts and consulting agreements, if any, wherein the work to be performed is similar to the service provided by the Professional. The Professional shall include in all such subcontracts and consulting agreements, any and all provisions necessary to eliminate or neutralize conflicts of interests.

15. INDEMNIFY AND HOLD HARMLESS

15.1 The Professional agrees to indemnify and hold harmless the HAKC, its 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; 1.) Any act or omission by or on behalf of the Professional outside the scope of this **Agreement**, and 2) Any act or omission determined to constitute negligence, recklessness, or willful misconduct by the Professional or the Professional's agents, employees, representatives, and assigns in the performance of this **Agreement**.

16. FORCE MAJEURE

16.1 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.

17. STANDARD OF CONDUCT; QUALIFICATIONS

17.1 The provisions of 24 Code of Federal Regulations 85 are applicable to this **Agreement** and govern the Professional's standard of conduct and qualifications. A copy of this regulation is available upon request.

18. ASSIGNMENT OF AGREEMENT

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

19. INTEREST OF MEMBERS OF CONGRESS

- 19.1 No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this **Agreement** or to any benefit to arise there from. This provision shall not be construed to extend to this **Agreement** if made with a corporation for its general benefit.
20. **INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**
- 20.1 No member, officer, or employee of the HAKC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the 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 **Agreement** or the proceeds thereof.
21. **NONDISCRIMINATION**
- 21.1 The Professional agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Professional 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 Professional shall advise each labor union with which it has an agreement, of the Professional's commitment to nondiscrimination.
22. **LIABILITY AND INSURANCE**
- 22.1 The Professional, at the Professional's sole cost and expense, agrees to procure and maintain during the term of this Agreement or any extension thereof. A copy of the certificate of insurance evidencing such coverage will be provided at the time of signing.
23. **OTHER REGULATORY REQUIREMENTS**
- 23.1 The following requirements (full text copies available from the HAKC contracting office) are incorporated by HAKC:
1. Executive Order 11246, Equal Employment Opportunity and 41 CFR 60 for contracts in excess of \$10,000.00
 2. Anti-Kickback Act 18 USC 874 and 29 CFR 3.
24. **NOTICES**
- 24.1 Any notice, payment, demand or communication required or permitted to be given by any provision of this **Agreement** 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 business day after the same is sent by United States Postal Service, postage and charges prepaid, directed to the addresses noted above, or to such other or additional addresses as either party might designate by written notice to the other party. Electronic facsimile transmission is permitted, but only if a signed original is concurrently mailed first class in the United States postal service as provided herein.
25. **COUNTERPARTS**
- 25.1 This **Agreement** 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 **Agreement**.
26. **NON-WAIVER OF SOVEREIGN IMMUNITY**
- The HAKC is a public entity and political subdivision of the State of Missouri and is protected by the doctrine of sovereign immunity pursuant to Section 537.600 RSMo. The foregoing provisions requiring insurance coverage shall not be deemed a relinquishment or wavier of any kind of limitations of liability provided or available to HAKC under applicable state governmental immunities law. The purpose of this insurance does not include coverage for any liability or suit for damages, which is barred by the doctrines of sovereign or governmental immunity by whatever name, as set forth in RSMo 537.600,et.seq. This policy is not intended to act as a wavier of any defense available to the insured by statute or a common-law.
27. **CHOICE OF LAW/CHOICE OF FORUM**
- 27.1 The laws of the State of Missouri and any applicable Federal statutes and regulations shall govern this **Agreement**. 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 **Agreement**.

28. ENTIRE AGREEMENT; SEVERABILITY

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

29. INCORPORATION OF HUD FORM 5369-C

29.1 This Agreement shall also include HUD Forms 5369-C, attached hereto and incorporated herein by reference. In the event of a contradiction or inconsistency between any term or provision of this Agreement (or any of its component parts) and HUD Form 5369-C, the parties agree that HUD Form 5369-C 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:

Title:

Address: 3822 Summit Street
Kansas City, Missouri 64111

PROFESSIONAL: _____

By: _____ Date: _____

Printed Name: _____ Federal Tax I.D. Number: XX-XXXXXX

Title: _____

Address: