



**REQUEST FOR PROPOSALS (RFP) #24-0318**

**MAKE READY/VACANT UNIT TURNOVER**

**Multiple Award Indefinite Quantity, Indefinite Delivery (IDIQ)  
Contract Services**

Date: March 18, 2024  
Contact: Mary Jackson  
Contract Specialist  
Telephone: (816) 968-4203  
Email: [mjackson@hac.org](mailto:mjackson@hac.org)

**REQUEST FOR PROPOSAL  
RFP #24-0318**

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

**REQUEST DATE: March 18, 2024**

**THIS IS NOT AN ORDER**

<b><u>Proposal Due Date:</u> April 19, 2024 by 4 p.m. Central</b>	<b><u>Pre-Bid Conference:</u> April 4, 2024 at 10:00 a.m. Central Starting location at Pemberton Heights 3710 E 51<sup>st</sup> Street KC MO 64130</b>
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**INTRODUCTION AND BID STRUCTURE**

1. HAKC intends to create a “pool” of Contractors to provide Make Ready/Vacancy Prep Unit Turnovers Services. The Pool will consist of various qualified Contractors which will be available on an as-needed basis to provide complete make ready services which include: Painting, Cleaning, Minor Repair services. The actual number of Pool participants chosen will depend on the number of qualified proposals received. Proposers may submit a proposal based on any combination or all of the services. Proposers should lime their proposal to the services for which they are competent. Contractors will provide pricing based on the number of bedrooms, square footage and type of work requested.

**2. MISSION STATEMENT OF THE HOUSING AUTHORITY OF KANSAS CITY,  
MISSOURI**

The Mission of the Housing Authority of Kansas City, Missouri (HAKC) is to develop, rehabilitate and manage decent, safe and sanitary quality affordable housing in a manner that promotes equal opportunity, fair housing and the deconcentrating of race and poverty. In accomplishing this goal, HAKC is committed to maintaining its developments as affordable housing assets that can meet the needs of low-income households in the long term and serve as viable community resources promoting economic independence and self-sufficiency for its residents. The Housing Authority of Kansas City, Missouri is a municipal corporation and political subdivision of the State of Missouri organized under the laws of the State of Missouri. It owns and operates over 1700 units of conventional public housing in multifamily and single-family sites through the city and provides rental assistance subsidies to approximately 10,000 households under the Housing Choice Voucher program.

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**SECTION 1  
PROPOSAL CALENDAR**

RFP Advertised and Issued .....	March 19, 2024
Pre-Bid Conference .....	April 4, 2024
.....	10:00a.m. Central
Review Scope of Work and Walkthrough of various unit sizes:	
Starting location -	Pemberton Heights 3710 E 51 <sup>st</sup> 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 .....	April 8, 2024
.....	by 2:00p.m. Central
HAKC’S Response to Questions, Comments and Requests for Clarification .....	April 10, 2024
RFP Closing .....	April 19, 2024
	by 2:00 p.m. Central
Interviews (Tentative and as Required) .....	April 29, 2024
Contract Award/Notice to Proceed .....	May 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. Prevailing Wage
- b. Section 3 Requirements
- c. **Notarized Non-Collusive Affidavit**
- d. **Notarized Release of Information**
- e. **Joint Venture Questionnaire**
- f. **References (similar projects)**
- g. **Listing of Proposed Subcontractors**
- h. **Statement of Qualifications**
- i. HUD 5370-C General Conditions for Non-Construction
- j. HUD 5369-B Instructions to Offerors for Non-Construction
- k. **HUD 5369-C Certification and Representation of Offerors for Non- Construction**
- l. Sample of Maintenance Services Agreement
- m. **Price Proposal**
- n. Registration with SAM.GOV, is required prior to award of an agreement.

## SECTION 3 SCOPE OF WORK DESCRIPTION AND TERMS

### 1. SCOPE OF WORK

The Housing Authority of Kansas City, Missouri (HAKC) reserves the right to select a pool of contractors for completion of Make Ready/Vacant Unit Turnover to prepare units for occupancy, in accordance with the specifications in this Scope of Work. Selection as a participant of the pool is not a guaranty of the type or number of orders for which a participant may be selected. The designated HAKC staff person(s) will assign each contractor(s) to a unit(s), along with an estimated timeline for completion. In the event additional work may be required, designated HAKC staff will walk the unit with the contractor and request a quote/proposal from the contractor. HAKC will evaluate price reasonableness and scope detail.

### 2. TERM OF CONTRACT

This service contract will 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. BUILD AMERICA – BUY AMERICA

If the contractor needs to provide materials for the project. The contractor must be compliant with the “Buy America Preference” (BAP) requirements pursuant to the Build America, Buy America (BABA) regulations as described within and provide sufficient product purchase information to comply with the documentation requirements.

The “Buy America Preference” (BAP) requirements pursuant to the Build America, Buy America (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (BAP) for all construction, alteration, maintenance, or repair of infrastructure, including building and real property, unless application of the BAP has been waived by HUD.

Construction Materials is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition.

To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- a. Non-ferrous metals;
- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Fiber optic cable (including drop cable);
- e. Optical fiber;
- f. Lumber;
- g. Engineered wood; and
- h. Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction

material do not change the categorization of the construction material.

**Produced in the United States** is defined in 2 CFR 184.3 and means:

(1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) In the case of manufactured products:

a. The product was manufactured in the United States; and

b. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product.

See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.

(3) In the case of construction materials, all manufacturing processes for the

Construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

#### Buy America Certification.

The contractor is to provide sufficient product purchase information (material specs) to HAKC to comply with the minimum BABA documentation requirements.

#### 8. SECTION 3 REQUIREMENTS

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

Section 3 benchmarks are as follows: 25% of the total project hours are to be worked by Section 3 workers.

5% of the total project hours are to be worked by Targeted Section 3 workers as reference see link for Section 3 FAQ's :

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

If these goals are not met, the contractor must show qualitative efforts to locate and hire Section 3 workers.

Refer to 24, CFR 75.15b for examples of qualitative efforts.

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

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

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

9. 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.



10. Prevailing Wage

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

11. PRICING, BILLING AND PAYMENT

11.1 HAKC agrees to pay, and Contractor agrees to accept as compensation for the performance of Work in accordance with the attached schedule of prices and agreed upon quote amount of additional Work. This is a fee-for-service Contract. Renewal periods will be at an agreed upon % of increase as proposed by the contractor.

11.2 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](mailto:ap@hakc.org)

All invoices must contain the following information: Contractor's name, address, telephone number, and tax identification number, this Contract number, and description of the Work performed and the signature of an authorized company official.

11.3 HAKC shall pay Contractor within thirty (30) calendar days following receipt of the invoice(s), acceptance of the work signed by the Property Manager(s) and all required documentation. ***Please indicate in your price proposal if there is a discount of \_\_\_\_\_% on invoices paid within 15 days receipt of invoice.***

12. PROPOSAL SUBMISSION

Proposals must be received at the offices of the Housing Authority of Kansas City, MO **no later than noon 4:00 PM on April 19, 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). Contractors 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 24-0318 Make Ready/Vacant Unit Turnover". 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. Please indicate if there is a discount of \_\_\_\_% on invoices paid within 15 days from receipt of invoice vs. standard net 30 payment term. \* No price information is to be included in the Technical Proposal.**

*Any Submission received later than 4:00 p.m. on April 12, 2024 shall be considered non-responsive.*

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

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

13. **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

14. **PROPOSAL EVALUATION CRITERIA**

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

14.1 **Service Program Plan Understanding the Proposal – 20 pts**

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

14.2 **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.

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

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

14.4 **References – 10 pts**

Experience in providing recent and relevant similar services demonstrating suitability to undertake

work; in the areas of painting, cleaning and general maintenance services. Three (3) references required.

14.5 **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.

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

15. **EVALUATION PROCESS**

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

15.1 Responsive proposals will be evaluated in the following manner:

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

# Scope of Work

Housing Authority of Kansas City Missouri

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**Project:** Make Ready\_Vacant Unit Turnover  
**Locations:** HAKC Family Developments and Scattered Sites Units

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**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.**

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Over the past several years the Housing Authority of Kansas City averaged approximately 40 vacated units per month, which require general maintenance, painting and cleaning services.

1. The intent of this RFP is to create a pool of small contractors for unit turnovers and will be used on an as needed basis. The actual number of small contractors chosen will depend on the number of anticipated units to be turned and availability of in-house staff. Contractors should limit their proposal to the services for which they are qualified, competent, and able to complete.
2. Contractors selected to participate in the pool will be assigned work at the discretion of the Authority based on quality of work, availability, manpower and timeliness. HAKC will attempt to match each assignment to the contractor best suited for a given task (i.e. When the Authority has a need for minor renovations such as kitchens/baths, a contractor with proven experience in renovations may be selected over a contractor that has more experience with painting and little renovation experience.) HAKC shall also be the determining factor on the number of units any contractor may be assigned.
3. As tenants move out, the requirement for turnover must happen swiftly and contractors must be available upon call. Time is of the essence and quick turnover on vacant units is critical for operations to provide affordable housing. Unit turnaround time will depend on the number of bedrooms, how many phases are required and the extent of work within the phases required. From past history, turn-arounds are typically done in 3 – 5 business days. The number of turnarounds annually depends on tenant status and is difficult to estimate.
4. HAKC will review the project site and go over the scope of work with the contractor. The contractor shall then provide a proposal based on their contract pricing and any other items that may be outside the scope of services. A proposal must be detailed showing all services being performed.

Any allowable charges for materials not furnished by HAKC, the contractor will need to purchase the materials in order to complete the unit turnover in the allotted time. These expenses must be approved prior to purchase, by the Property Manager, for the contractor to be reimbursed with proof of receipt. As HAKC is tax-exempt and will not pay taxes on purchases made by the contractor. A tax-exempt project form will be issued to the contractor.

5. If a Pool participant is selected to perform one or more projects, HAKC will formally request the work by providing a purchase order. The Contractor will be notified by the Property Manager with the PO as Notice to Proceed against a blanket purchase order for the fiscal year. The contractor is to start the unit turnover within a minimum of 2 business days and complete on an agreed upon time between HAKC and the contractor. Business Days consists of Monday – Friday 8:00 a.m. – 5:00 p.m.
6. Purchase Orders may be issued at any time during the term of the contract and the assignment of work projects will be made solely at the discretion of HAKC. Should a contractor accept more than one work assignment at any given time for more than one site, the Contractor is still responsible for completing each within the agreed upon timeframe and not in addition to. For example, if a contractor has one three-bedroom unit to turn around and accepts another three-bedroom unit on the same day, and the agreed upon time is 3-5 days per unit, both units will be completed in 3 to 5 business days.
  - a. Regular communication with the property managers and/or maintenance supervisors is critical to the contractor's success. Contractors should never assume anything and should never begin work on a unit until they receive an executed purchase order.
  - b. HAKC for example only, will inspect the work prior to the 5<sup>th</sup> day and create a punch list. Punch list items shall be completed within 1-day and/or a reasonable time agreed upon between HAKC and the contractor prior to the final walk-thru and inspection.
  - c. Payments will not be made until all punch list items are satisfied.
7. The services being requested are broken out in phases/work categories. The work listed below is a typical list of all work associated with a complete unit turnover; however, may not be required for all units. HAKC may select one or more phases or all services to be performed by the contractor(s).

**Contractor(s) shall supply all equipment and labor for unit turnovers. HAKC will provide materials.**

All work associated with the phases is described below. The description of the work will be applicable to the phases chosen for each project. Any replacement items (i.e.: flooring, fixtures, water heaters) shall be determined by HAKC and at the option of HAKC may be furnished and/or installed by others.

Services to be provided for a complete make ready/vacant unit turnover are as follows:

- **Painting:** preparation, paint, and finish work shall be in accordance with Section One: Painting.
- **Cleaning:** complete janitorial services, cleaning and sanitizing the unit in preparation for a new tenant shall be in accordance with Section Two: Cleaning.
- **Minor Repairs:** necessary repairs to (or replacement of) unit fixtures and hardware, and all items identified in Section Three: Minor Maintenance Standard Repairs.

## SECTION ONE

### 1. PAINING SERVICES

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

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

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

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

**Table 1**

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

### 2. LABOR, TOOLS, AND EQUIPMENT REQUIREMENTS

- 2.1 All labor, tools, and equipment required for interior painting of specified residences shall be provided by the contractor.
- 2.2 No thinning of ready mixed paint will be allowed.
- 2.3 Paint and other coatings shall be thoroughly stirred, have uniform consistency, be applied within limitations of manufacturer (humidity, temperature, surface preparation, and sun exposure.)

- 2.4 Contractor shall perform all necessary prep, including but not limited to: the thorough cleaning and sanding of all wall surfaces to assure a proper and uniformed application, caulking joints, puttying of defects and nail holes, and masking and the protection of non-painted surfaces/materials. All outlet covers shall be removed, cleaned and reinstalled only after the paint is thoroughly cured. The Property Manager reserves the rights to have the Contractor remove and dispose of existing outlet covers. In these instances, the Property Manager will provide new outlet covers for the Contractor to install.
- 2.5 Application rates shall be at least 1.5 mil thick.
- 2.6 Finish work shall be free of brush marks, lap marks, streaks, skipped or missed areas, sags, runs, defects such as granules of dirt or texture particles, drips, spills, splashes, stains, finger marks, and application defects such as air bubbles.
- 2.7 Clean up ALL paint splatters or droppings. Surfaces that were previously painted must be brought to the manager's attention prior to work commencing. The contractor will be held liable for cleaning surfaces that were not reported and not intended for paint such as hardware, sprinkler heads, baseboards, electrical outlets, cabinets, trim etc.
- 2.8 Finish previously painted/varnished interior doors on tops, bottoms, side edges, and faces to match face finish.
- 2.9 Previously painted doors, windows, frames, and baseboard shall be repainted. This includes portable and stationary closets located at Dunbar Gardens.
- 2.10 Natural finished wood shall be lightly sanded, cleaned and one coat of clear varnish applied.
- 2.11 Protect work of other trades, whether to be painted or not, against damage by painting and finish work. Correct any damage by cleaning, repairing, or replacing, and repainting as acceptable to owner. Preexisting damage must be reported to the property manager prior to work commencing.
- 2.12 The contractor shall apply coatings per manufacturers written application instructions.
- 2.13 Any requirement for a second coat of paint must be approved by the Property Manager, or their designee, in advance. **Contractor acknowledges work performed without prior approval is done so at the contractor's sole expense.**
- 2.14 Texture applied to finish surfaces must match surrounding areas.
- 2.15 There may be instances where a substantial amount of wall/ceiling texture may be requested. Contractor shall provide an alternate square foot price for knock down, pop-corn and orange peel finishes.

### **3.0 ALTERNATE PRICING FOR - KITCHEN AND BATH CABINET REFINISHING**

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

- 3.1 Naturally finished cabinets shall be cleaned, lightly sanded and one coat of varnish applied. Varnish to be supplied by contractor.
- 3.2 Previously painted cabinets shall be cleaned, caulked, holes filled as needed and one coat of paint applied. HAKC will supply paint.

## SECTION TWO

### 4.0 CLEANING SERVICES

#### LABOR, SUPPLIES AND CLEANING REQUIREMENTS

The Contractor agrees to provide training to all cleaning personnel providing services under this agreement on the proper use of all cleaning supplies. **All cleaning equipment and supplies are to be furnished by the cleaning Contractor.**

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

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

### 5.0 GENERAL CLEANING OF THE UNIT

- a. All light covers, not already removed by painter, will be removed, cleaned and secured back in place.
  - b. All windows shall be cleaned thoroughly, to include inside and out, windowsills, window tracks, window stool areas and mini blinds.
  - c. All cabinets and drawers to be sanitized, wiped free of dead insects, dust, debris, inside and out and all cabinets and drawers to be cleaned with wood oil soap.
  - d. Clean all ceiling fans
  - e. Thermostats to be wiped free of foreign matter.
  - f. All vents and louvers shall be **removed**, wiped free of dust inside and out and reinstalled.
- 5.1 Bathrooms and fixtures shall be thoroughly cleaned to include, but not limited to, the toilet, bathtub, shower, medicine cabinet, mirrors, vanity, vanity cabinet, tile and exhaust fan cover. Exhaust fan covers shall be removed and wiped clean; internal components shall be wiped cleaned prior to reinstalling exhaust cover. Clean and shine all faucets.
- 5.2 Bedrooms shall have all closets, shelves and storage areas cleaned.
- 5.3. Kitchens shall be cleaned as follows:
- a. Stove to be thoroughly cleaned; burner assembly, oven, broiler pans and broiler drawer to be free of burnt on food, grease and grime.



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

### SECTION THREE

#### **6.0 MINOR - STANDARD UNIT REPAIRS- as needed**

- A. Paint the Exterior Doors
- B. Repair/replace damaged drywall/ceilings where necessary
- C. Tape, mud, sand, and texture to match existing
- D. Repair/replace interior doors where necessary – and door hardware
- E. Refinish the tub and sink (typically performed by special coatings contractor)
- F. Install new tub surround/shower base
- G. Repair/replace vanities
- H. Fix doors/drawers on kitchen cabinets and ensure all are functioning properly or:
- I. Sand, stain or paint cabinets/install new cabinets
- J. Refinish kitchen countertops where necessary

- K. Install new countertops where necessary (HAKC provided)
- L. Install new light fixtures
- M. Repair/replace damaged storm doors
- N. Repair/replace damaged window or window hardware
- O. Repair/replace vanity mirrors
- P. Repair/replace GFI's
- Q. Repair/replace outlets & switches
- R. Repair/replace sink faucets

## **7.0 UNIT ACCESS AND INSPECTION INFORMATION**

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

*HAKC staff will perform the initial trash out of a unit, which will include all bulky items and all personal items including food items, which may have belonged to the previous tenant. For example, dust, dirt and small debris which can be swept into a dustpan will remain in the unit. Such debris may be a result of the previous tenant or maintenance work performed in the unit. The HAKC will not be liable to sweep a unit in preparation of this contract. The Contractor is expected to sweep, bag and properly dispose of all remaining small debris. Removal of all trash generated by the Contractor in the performance of the work will be the responsibility of the contractor. Trash shall be bagged, secured, and properly disposed of on site. The contractor will be responsible for the off-site disposal of any hazardous or other materials that cannot be properly disposed of in a residential trash container. Do not use the drains within the unit(s) for disposal of paints, paint thinners, varnish etc... The Contractor will be responsible for the off-site disposal of these and similar materials.*

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

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

**Attachment A  
Labor Standard for Maintenance  
Work greater than \$2,000**

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

HUD-52158 (05/2022)

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

**Page 1 of  
Proposal Pricing  
Form  
RFP-24-0318**

**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 **Make Ready/Vacant Unit Turnover**, 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  
Proposal  
Pricing  
Form(s)  
RFP-24-0318**

**Contractors can submit pricing based on any or all services.**

**Section 1: Unit Painting Services**

**Section 2: Unit Cleaning Services**

**Section 3: Minor Unit Repairs**

Note: 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 provide with submitted pricing.

**Year 3 Renewal Period % of Increase = \_\_\_\_\_%**

**Year 4 Renewal Period % of Increase = \_\_\_\_\_%**

***\* Please indicate in your price proposal if there is a discount of \_\_\_\_\_% on invoices paid within 15 days receipt of invoice.***

Pricing Item No.	Qty.	U/M	Description	Average Unit Size Sq. Ft	Price
<b>Section 1: Unit Painting Services</b>					
<b>Site No. 1: Brush Creek Towers - 135 Units (Highrise)</b>					
1	81	Units	Studio	417 sq ft	
2	49	Units	1-Bedroom Unit	446 sq ft	
3	5	Units	2-Bedroom Unit	646 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 2: Dunbar Gardens - 65 Units</b>					
4	49	Units	Studio	428 sq ft	
5	14	Units	1-Bedroom Unit	576 sq ft	
6	2	Units	2-Bedroom Unit	1,163 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 3: Guinotte Manor - 219 Units</b>					
7	48	Units	1-Bedroom Unit	636 sq ft	
8	71	Units	2-Bedroom Unit	897 sq ft	
9	82	Units	3-Bedroom Unit	1,047 sq ft	
10	18	Units	4-Bedroom Unit	1,244 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 4: Pemberton Heights - 120 Units (Highrise)</b>					
11	115	Units	1-Bedroom Unit	530 sq ft	
12	5	Units	2-Bedroom Unit	703 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 5: Riverview Gardens - 232 Units</b>					
13	70	Units	1-Bedroom Unit	506 sq ft	
14	102	Units	2-Bedroom Unit	747 sq ft	
15	40	Units	3-Bedroom Unit	1,006 sq ft	
16	20	Units	4-Bedroom Unit	912 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 6: Theron B Watkins/Wayne Miner - 284 Units</b>					
17	14	Units	1-Bedroom Unit	589 sq ft	
18	100	Units	2-Bedroom Unit	1,026 sq ft	
19	132	Units	3-Bedroom Unit	1,404 sq ft	
20	32	Units	4-Bedroom Unit	1,533 sq ft	
21	6	Units	5 - Bedroom Unit	1,682 sq ft	
22	Wayne Miner		3 - 5-Bedroom Units (all same size)	1,039 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 7: West Bluff - 100 Units</b>					
23	16	Units	1-Bedroom Unit	626 sq ft	
24	40	Units	2-Bedroom Unit	785 sq ft	
25	32	Units	3-Bedroom Unit	927 sq ft	
26	8	Units	4-Bedroom Unit	1,124 sq ft	
27	4	Units	5-Bedroom Unit	1,296 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 8: North Scattered Sites Square foot = based on average</b>					
28	123	Houses	3 - Bedroom Homes	1,470 sq ft	
29	47	Duplex	2-Bedroom Duplex	1,064 sq ft	
30	5	Duplex	4- Bedroom Duplex	1,485 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 9: South Scattered Sites Square foot = based on average</b>					
31	46	Houses	2 - Bedroom Homes	997 sq ft	
32	57	Houses	3-Bedroom Homes	1,384 sq ft	
33	4	Houses	4-Bedroom Homes	2,010 sq ft	
34	2	Duplex	2- Bedroom Duplex	1,128 sq ft	
<b>Unit Painting Services</b>					
<b>Site No. 10 Central Scattered Sites Square foot = based on average</b>					
35	50	Houses	2 to 4 - Bedroom Homes	860 sq ft	
36	85	Houses	2 to 3 - Bedroom Duplex	1,332 sq ft	

Pricing Item No.	Qty.	U/M	Description	Average Unit Size Sq. Ft	Price
<b>Section 2: Unit Cleaning Services</b>					
<b>Site No. 1: Brush Creek Towers - 135 Units (Highrise)</b>					
37	81	Units	Studio	417 sq ft	
38	49	Units	1-Bedroom Unit	446 sq ft	
39	5	Units	2-Bedroom Unit	646 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 2: Dunbar Gardens - 65 Units</b>					
40	49	Units	Studio	428 sq ft	
41	14	Units	1-Bedroom Unit	576 sq ft	
42	2	Units	2-Bedroom Unit	1,163 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 3: Guinotte Manor - 219 Units</b>					
43	48	Units	1-Bedroom Unit	636 sq ft	
44	71	Units	2-Bedroom Unit	897 sq ft	
45	82	Units	3-Bedroom Unit	1,047 sq ft	
46	18	Units	4-Bedroom Unit	1,244 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 4: Pemberton Heights - 120 Units (Highrise)</b>					
47	115	Units	1-Bedroom Unit	530 sq ft	
48	5	Units	2-Bedroom Unit	703 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 5: Riverview Gardens - 232 Units</b>					
49	70	Units	1-Bedroom Unit	506 sq ft	
50	102	Units	2-Bedroom Unit	747 sq ft	
51	40	Units	3-Bedroom Unit	1,006 sq ft	
52	20	Units	4-Bedroom Unit	912 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 6: Theron B Watkins/Wayne Miner - 284 Units</b>					
53	14	Units	1-Bedroom Unit	589 sq ft	
54	100	Units	2-Bedroom Unit	1,026 sq ft	
55	132	Units	3-Bedroom Unit	1,404 sq ft	
56	32	Units	4-Bedroom Unit	1,533 sq ft	
57	6	UNITS	5-Bedroom Unit	1,682 sq ft	
58	Wayne Miner		3 - 5-Bedroom Units (all same size)	1,039 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 7: West Bluff - 100 Units</b>					
59	16	Units	1-Bedroom Unit	626 sq ft	
60	40	Units	2-Bedroom Unit	785 sq ft	
61	32	Units	3-Bedroom Unit	927 sq ft	
62	8	Units	4-Bedroom Unit	1,124 sq ft	
63	4	Units	5-Bedroom Unit	1,296 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 8: North Scattered Sites Square foot = based on average</b>					
64	123	Houses	3 - Bedroom Homes	1,470 sq ft	
65	47	Duplex	2-Bedroom Duplex	1,064 sq ft	
66	5	Duplex	3- Bedroom Duplex	1,485 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 9: South Scattered Sites Square foot = based on average</b>					
67	46	Houses	2 - Bedroom Homes	997 sq ft	
68	57	Houses	3-Bedroom Homes	1,384 sq ft	
69	4	Houses	4-Bedroom Homes	2,010 sq ft	
70	2	Duplex	2- Bedroom Duplex	1,128 sq ft	
<b>Unit Cleaning Services</b>					
<b>Site No. 10 Central Scattered Sites Square foot = based on average</b>					
71	50	Houses	2 to 4 - Bedroom Homes	860 sq ft	
72	85	Houses	2 to 3 - Bedroom Duplex	1,332 sq ft	

Pricing Item No.	Description	U/M	Price
<b>Section 3: Unit Minor Repairs</b>			
73	Paint the Exterior Doors	Each	
74	Repair/replace damaged drywall/ceilings	Sq ft	
75	Tape, mud, sand, and texture to match existing	Sq ft	
76	Repair/replace interior doors where necessary & hardware	Each	
77	Refinish the tub and sink	Each	
78	Install new tub surround/shower base	Each	
79	Repair/replace vanities	Each	
80	Fix doors/drawers on kitchen cabinets	Per Unit	
81	Sand, stain or paint cabinets/install new cabinets	Each	
82	Refinish kitchen countertops	Each	
83	Install kitchen countertops	Each	
84	Install new inside light fixtures	Each	
85	Repair/replace damaged storm doors	Each	
86	Repair/replace damaged window or window hardware	Each	
87	Repair/replace vanity mirrors	Each	
88	Repair/replace GFI's	Each	
89	Repair/replace outlets & switches	Each	
90	Repair/replaces sink faucets	Each	



**Page 3 of Pricing Form  
RFP-24-0318**

The unit and labor prices stated herein shall be legally binding for the term of the contract. Renewal periods will be at an agreed upon % of increase recommended by the proposer.

Respondents are responsible for reviewing the work areas prior to submitting a bid.  
**HAKC reserves the right to award more than one contract as a result of this solicitation.**

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

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

_____	_____
Name of Firm	Street Address
_____	_____
Telephone Number	City, State, Zip Code
_____	_____
Federal Tax ID Number	Authorized Officer/Title
_____	_____
Date	Signature

**NO BID REPLY FORM**

**HOUSING AUTHORITY OF KANSAS CITY (HAKC)**

**REQUEST FOR PROPOSAL (RFP) # 24-0318**

**Make Ready\_Vacant Unit Turnover**

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 #24-0318."

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:

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\_\_\_\_ 3. We do not feel we can be competitive.

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

\_\_\_\_ 5. Other:

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\_\_\_\_ 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

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



## 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: \_\_\_\_\_

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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

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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

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### 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

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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 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>);
    - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or by facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
    - (3) Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays; or
    - (4) Is the only offer received.
  - (b) Any modification of an offer, except a modification resulting from the HA's request for “best and final” offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
  - (c) A modification resulting from the HA's request for “best and final” offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

Previous edition is obsolete

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

#### **7. Contract Award**

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

# Certifications and Representations of Offerors

## Non-Construction Contract

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

The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

(3) take other remedy pursuant to the contract.

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

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

**4. Organizational Conflicts of Interest Certification**

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

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

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

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

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

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

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

(d) The Contractor shall require a disclosure or representation

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

subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

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

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**6. Conflict of Interest**

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

**7. Offeror's Signature**

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**HUD-5369-C (8/93)**

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

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

## CONTRACT FOR MAINTENANCE WORK (INCLUDING NON-ROUTINE MAINTENANCE)

Contract No. \_\_\_\_\_

Prevailing Wage is Required

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Housing Authority of Kansas City, Missouri, a Missouri municipal corporation created pursuant to RSMo. §99.040, having its principal place of business at 3822 Summit St. Kansas City, Missouri, 64111 ("HAKC"), and \_\_\_\_\_, (Contractor") having its principal place of business at \_\_\_\_\_.

### 1. DEFINITIONS

- 1.1 "HAKC" means the Housing Authority of Kansas City, Missouri.
- 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
- 1.3 "Contract" means this Contract for Maintenance Work dated \_\_\_\_\_, 2024, entered into between HAKC and Contractor. Contract also includes the following component parts/documents:  
1) **The Request for Proposal No./ dated \_\_\_\_\_ incorporated herein by reference;**  
2) **The Scope of Work incorporated herein by reference;**  
3) **The Contractor's Written Proposal submitted by the Contractor in response to the Request for Proposal attached hereto and incorporated herein;**  
4) **the Specifications, if any and;**  
5) **Form HUD 5370-C Section II, attached hereto and incorporated herein.** "Contract" also includes any written and signed changes to any of these documents, by Addendum, Change Order, or other written and signed modification.
- 1.4 "Contractor" means the person or other entity entering into this Contract with HAKC to perform all of the work required under this Contract.
- 1.5 "Contracting Officer" means the authorized person who signed this Contract for HAKC.
- 1.6 "Day" means a calendar day unless otherwise indicated.
- 1.7 "Default" means the failure of the Contractor to fulfill the contract obligations.
- 1.8 "Work" means the promises, tasks, responsibilities, and duties that Contractor promises to perform and deliver to HAKC as set forth in this Contract and specifically described in the **Scope of Work** and the **Contractor's Written Proposal**.
- 1.9 "Work" means the Work performed by the Contractor pursuant to this Contract.

### 2. TERM OF CONTRACT

- 2.1 The term of this contract shall begin on \_\_\_\_\_ 2024 and shall be for a period of \_\_\_ through \_\_\_\_\_, 2026. With up to three (3) one year renewal options.

### 3. WORK

- 3.1** Pursuant to the terms of this Contract, Contractor shall perform the Work as described in the Scope of Work, including all written amendments to the Scope of Work and the Contractor's Written Proposal incorporated herein by this reference.
- 3.2** Unless otherwise specified in the Scope of Work, Contractor shall furnish all tools, material, labor, equipment, and services required in order to perform the Work to be delivered under this Contract. All work is to be completed free of defects in material, workmanship, and performed according to the Scope of Work and Specifications, if any.
- 3.3** Contractor is acting at all times as an independent contractor.

**3.4** Contractor shall exercise sound business judgement in performing under the terms of this Contract and shall comply with all applicable federal laws, state laws, HUD regulations, HAKC policies and directives, and City of Kansas City, Missouri code requirement(s), and shall perform in accordance with all industry standards. The Contractor agrees to acquire any necessary permits.

#### **4. PRICING, BILLING AND PAYMENT**

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

#### **5.0 PERSONNEL**

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

#### **6. RECORD KEEPING**

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

**7. INSPECTION; ACCEPTANCE; LIENS**

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

**8. CHANGES TO THE SCOPE OF WORK**

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

**9. CONTRACT MODIFICATIONS**

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

**10. DISSEMINATION OF INFORMATION; RETENTION OF RECORDS**

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

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

## **11. DISPUTES**

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

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

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

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

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

## **12. TERMINATION AND DEFAULT**

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

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

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

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

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

**12.6** Upon the termination of this Contract for any reason, Contractor shall be obligated to cooperate with HAKC to affect a



smooth transition of responsibilities, including immediate delivery to HAKC, or its designee, of all files, papers and records related to Contractor's performance of this Contract.

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

### **13. ORGANIZATIONAL CONFLICTS OF INTEREST**

13.1 The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, defined as a situation in which the nature of Work under this Contract and a contractor's organizational, financial, contractual or other interests are such that:

13.1.1 Award of the Contract may result in an unfair competitive advantage; or

13.1.2 Contractor's objectivity in performing the Work required under the Contract may be impaired.

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

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

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

### **14. INDEMNIFY AND HOLD HARMLESS**

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

### **15. FORCE MAJEURE**

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

### **16. STANDARD OF CONDUCT; QUALIFICATIONS**

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

### **17. ASSIGNMENT OF CONTRACT**

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

### **18. INTEREST OF MEMBERS OF CONGRESS**

- 18.1** No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 19. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**
- 19.1** No member, officer, or employee of HAKC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HAKC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- 20. NONDISCRIMINATION**
- 20.1** The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action in this regard, posting such notice in conspicuous places and placing such notice in all solicitations or advertisements for employees. The Contractor shall advise each labor union with which it has a Contract, if any, of Contractor's commitment to nondiscrimination.
- 21. WARRANTY OF WORK**
- 21.1** In addition to any other warranties implied or otherwise available pursuant to law, by executing this Agreement Contractor agrees to provide HAKC with an express warranty that the work performed is free from defects in material provided and workmanship performed by Contractor and/or any Subcontractor. This express warranty shall continue for a period of one calendar year from the date that Contractor is fully paid the monies that are due and owing pursuant to this Agreement. Upon written notification of defective material or work Contractor agrees that it will correct such deficiencies at Contractor's cost.
- 22. SECTION 3**
- 22.1** The work to be performed under this contract is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance to HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, Particularly persons who are recipients of HUD assistance for housing.
- 22.2** The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 22.3** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 22.4** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 22.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of

24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

**22.6** Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

**23. NOTICES**

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

**24. COUNTERPARTS**

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

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

**25.1** General Comprehensive Liability Insurance:

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

Liability/Bodily Injury:

- a). Three million five hundred dollars (\$3,500,000.00) for all claims arising out of a single occurrence;
- b). Four hundred and fifty thousand dollars (\$500,000.00) for any person in a single accident or occurrence;

Property Damage:

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

**25.2** Automobile Liability Policy Limits:

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

Bodily Injury:

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

Property Damage:

- \$500,000 each occurrence.

**25.3** Worker's Compensation Insurance:

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

**26. APPLICABLE LAW / JURISDICTION**

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

**27. ENTIRE CONTRACT; SEVERABILITY**

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

**28. INCORPORATION OF FORM HUD 5370-C**

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

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

**HOUSING AUTHORITY OF  
KANSAS CITY, MISSOURI**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Edwin T. Lowndes  
Title: Executive Director

Address: 3822 Summit St.  
Kansas City, Missouri 64111

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_