



**REQUEST FOR PROPOSALS (RFP) #24-0501**

**TENANT LITIGATION SERVICES**

Date: May 3, 2024

Contact: Mary Jackson  
Contract Specialist

Telephone: (816) 968-4203

Email: [mjackson@hakc.org](mailto:mjackson@hakc.org)

**REQUEST FOR  
PROPOSAL RFP #24-0501**

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

**REQUEST DATE: May 3, 2024**

**THIS IS NOT AN ORDER**

**Proposal Due Date:  
May 28, 2024 by 4 p.m. Central**

**INTRODUCTION AND PROPOSAL STRUCTURE**

1. This is a Request for Proposal (RFP) for Tenant Litigation Services is for a one (1) year term with the option for two (2) one (1) year renewal period(s). This RFP is not an offer to contract, instead seeks to establish a common framework within which a contract may be reached between the Proposer and the Housing Authority of Kansas City, Missouri (HAKC). Further, this RFP and your firm's response will be the basis for and be incorporated into any legal contract between HAKC and the successful bidder. Proposals submitted in response to the RFP shall represent a firm offer to contract with the HAKC on the terms and conditions described in such proposals. Each representation of fact and promise of future performance therein will be incorporated into the contract as a warranty or covenant.
  
2. **MISSION STATEMENT OF THE HOUSING AUTHORITY OF KANSAS CITY,  
MISSOURI**

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

**SECTION 1  
PROPOSAL CALENDAR**

RFP Advertised and Issued .....	May 3, 2024
Questions, Comments and Requests for Clarifications Due to HAKC by .....	May 16, 2024
HAKC'S Response to Questions, Comments and Requests for Clarification .....	May 18, 2024
RFP Closing .....	May 28, 2024 by 4:00 p.m. Central
Interviews (Tentative and as Required) .....	June 3, 2024
Contract Award/Notice to Proceed .....	June 2024

## SECTION 2 DOCUMENTS

For the convenience of the bidder, documents are structured as follows:

- a. Scope of Services Requirements
- b. **Notarized Non-Collusive Affidavit**
- c. **Notarized Release of Information**
- d. **Joint Venture Questionnaire**
- e. **References (similar projects)**
- f. **Statement of Qualifications**
- g. HUD 5369-B Instructions to Offerors for Non-Construction
- h. **HUD 5369-C Certification and Representation of Offerors for Non- Construction**
- i. Sample of Professional Services Agreement
- j. **Addendum to Engagement Agreement**
- k. **Price Proposal**

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

## SECTION 3 SCOPE OF SERVICES DESCRIPTION AND TERMS

### 1. SCOPE OF SERVICES

The Housing Authority of Kansas City, Missouri (HAKC) is seeking proposals from qualified firms or individuals for the provision of small to medium size legal services in accordance with the specification in this Scope of Services. HAKC desires to retain a firm whose practice area primarily focuses on and/or includes robust Landlord/Tenant matters specializing in Public Housing and its participants within Jackson County Circuit Court.

### 2. TERM OF CONTRACT

The contract period shall be for a one (1) year term with the option for two (2) one (1) year renewal period(s), at the sole option of the Housing Authority of Kansas City, Missouri (HAKC).

### 3. LAWYERS' PROFESSIONAL LIABILITY INSURANCE

The legal service provider (LSP) must carry professional liability insurance with respect to the delivery of legal services. The LSP will agree to provide the HAKC with a copy of the Certificate of Insurance.

### 4. LAWS TO BE OBSERVED

The legal service provider (LSP) shall at all times observe and comply with all applicable State and Local laws, ordinances and regulations of the State or City governments as related to the services described herein.

### 5. ASSIGNMENT OF THE CONTRACT

The legal service provider (LSP) 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 legal service provider (LSP) for any changes to the Scope of Services. The LSP shall not hold HAKC responsible for termination due to no fault of HAKC.

As it relates to the foregoing paragraph, all directions to the LSP, and all changes or amendments to the project, between the LSP and the HAKC must come through General Counsel, Lauren Allen. The HAKC will not be responsible for payment of any change(s) not authorized in advance, by the General Counsel.

7. PRICING, BILLING AND PAYMENT

Invoices for payment shall be submitted on a monthly basis in accordance with the agreement and to be considered complete, must include:

- A. Date of Service
- B. Agreement #
- C. Description of Work Performed
- D. Name of Tenant
- E. Name of Service Provider
- F. Cost of Services

Invoices by mail must be sent to:  
Accounts Payable  
Housing Authority of Kansas City, MO  
3822 Summit Street  
Kansas City, MO 64111

- Electronic copies of invoices shall be sent to [ap@hkc.org](mailto:ap@hkc.org).

Payment for all services shall be Net thirty (30) days from the date of receipt of a completed invoice.

8. PROPOSAL SUBMISSION

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

The intent of the RFP is to encourage submittals that clearly communicate the firms 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 firm.

1. **Technical Proposal** - shall be in a separate envelope and clearly marked “RFP 24-0501 Tenant Litigation Services”. 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. Pricing for services is to be submitted as a Flat Fee. In addition, provide price of services stated as an hourly fee describing additional services that may be provided as requested.**

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

9. EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee in accordance with the following criteria:

9.1 **Service Program Plan Understanding the Proposal – 15 pts**

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

9.2 **Experience with Public Housing - 10 pts**

Experience and knowledge the attorney/law firm has with the Housing Authority of Kansas City Missouri and/or other public housing programs and their participants.

9.3 **References – 15 pts**

Experience in providing professional services in the areas of law that relate to this solicitation, including but not limited to, a resume. Three (3) references are required.

9.4 **Experience with the Court – 30 pts**

Experience of the attorney or law firm in dealing with Jackson County Circuit Court particularly in the area of tenant/landlord legal matters.

9.5 **Costs – 20 pts**

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

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

Following a Selection Committee review of all responsive proposals, highly qualified Proposers may be asked to conduct an interview with the committee.

10. 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.

10.1 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.

11. QUESTIONS

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

Mary Jackson, Contract Specialist at [mjackson@hac.org](mailto:mjackson@hac.org)

# Scope of Services

## RFP 24-0501 Tenant Litigation Services

### DESCRIPTION OF LEGAL SERVICES REQUIRED/ANTICIPATED

The HAKC seeks to obtain legal representation relating to its efforts to obtain possession of residential units when a resident either fails or refuses to vacate a unit or for emergency evictions when there is a threat to health and/or safety. HAKC will provide outside legal counsel with all necessary information to: 1) prepare and file the petition, 2) serve the petition upon the defendant, 3) appear at court, 4) present the case to the court, 5) prepare the case for trial, if necessary, 6) obtain the judgment, and 7) file the writ for eviction, if necessary. This service may involve pursuing money judgments against the tenant when there has been a failure to pay rent and when the residential unit has been damaged by the tenant and/or the tenant's family. These matters are typically not complex in nature and move quickly. HAKC estimates that there could be approximately 100 cases per year.

In the past, these landlord tenant actions have been filed as unlawful detainer actions in order to avoid the possibility that a resident could appear at court, tender the unpaid rent, and then ask that the matter be dismissed. HAKC also files a fair number of immediate eviction petitions for criminal and drug related activity. To perform these services, the HAKC's outside legal counsel will be required to interact with the opposing counsel, the resident, HAKC property management staff, HAKC public safety personnel, HAKC's Paralegal, and with General Counsel. Typically, the HAKC's Paralegal will be the primary point of contact with the HAKC in these matters. It is expected that outside counsel will:

- Review cases sent over as soon as possible so as not to unduly delay filing.
- Identify any issues with documentation and evidence that has been provided prior to court.
- Prepare adequately for court, including trials, if any, which includes witness preparation.
- Enter settlements only after receiving settlement authority from General Counsel
- Respond to communications in a timely manner.

Currently outside legal services for the HAKC have been invoiced on a **flat fee** basis with respect to the attorney's fee due to the similarity of most of the cases that are assigned to outside legal counsel.

In the event of trial, it is important to note that Landlord/Tenant trials are usually bench trials lasting between 30 minutes and 1 hour. HAKC provides all the evidence, provides documents in response to request for production (when filed) and reviews those documents for privilege. These are not typically labor-intensive cases but there are many cases. In situations where a case has been assigned to outside legal counsel that was not a normal landlord tenant case due to the atypical nature of the particular dispute (e.g., a tenant's request for a jury trial or some other situation where an inordinate amount of time is involved in the litigation) outside legal counsel may contact the HAKC legal department, explain the nature of the situation, and secure an agreement to bill the case on an **hourly or flat fee basis**. Similarly, in the event that the HAKC would require legal advice and or opinions about landlord/tenant matters, outside of the context of a specific court filed case, service would be invoiced on an hourly basis. Court costs, including the service of process fee shall be separately invoiced and reimbursed by the HAKC accordingly. HAKC is a government entity and does not pay filing fees. The HAKC would anticipate that the successful proposal for legal services, in this instance, would provide for similar features.

While it is difficult to predict the number of cases to be filed and/or trials requested, we have found that



many tenants may request a trial to buy more time and then consent to leave or vacate prior to trial. As a result, we have a fair amount of pocket consent judgments. In 2023 we had approximately 93 cases filed which broke down as follows:

- Immediate evictions-3
- trials-10
- default judgments-31
- consent judgments-7
- dismissals-38
- Not disposed -alias summons issued -4

HAKC provides this solicitation for a proposal from firms to provide small to medium size legal services to the HAKC, consistent with the above scope of work. Proposals will be solicited, and an award of a contract will be made to the firm whose proposal is most advantageous to the HAKC/s objectives, with price and other factors considered. This solicitation is provided pursuant to the HUD Directive relating to the procurement of such services and 2 CFR Part 200. In this regard the following factors will be considered by the HAKC and will be used in evaluating the bids for a subsequent award of a professional services contract.

The following factors must be addressed in your bid response and will be considered in determining the successful respondent:

1. A written statement from the attorney/law firm that describes the professional experience that the attorney/law firm possesses demonstrating experience in the areas of law that relate to this solicitation. This could include, but should not be limited to, a resume[s].
2. A written statement from the attorney/law firm that describes the experience and/or knowledge that the attorney/law firm possesses in relation with the Housing Authority of Kansas City, Missouri and/or public housing programs and participants.
3. A written statement from the attorney/law firm that describes the experience that the attorney/law firm possesses with the Jackson County Circuit Court.
4. A statement regarding the proposal for compensation for executing on money judgments and collecting monies on said judgments on behalf of the HAKC.
5. Cost of the services a) stated as a flat fee along with the description of the services provided; and b) stated as an hourly fee for atypical cases or upon specific request of the HAKC.

The successful respondent shall be required to sign the HAKC Professional Services Agreement. In addition, the legal service provider shall sign the addendum to the engagement agreement for legal services in accordance with the HUD Handbook, 1530.1, Rev-4.

### **ADDENDUM TO ENGAGEMENT AGREEMENT**

1. The Housing Authority of Kansas City, Missouri (PHA) and [name of legal service individual or firm] (LSP) engaged to provide professional legal services to the PHA in connection with residential evictions and money judgments agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with

potential civil liability or criminal conduct issues related to PHA operations.

3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV- 2, §1-2(8)(2).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR. Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

**Housing Authority of Kansas City, Missouri**

\_\_\_\_\_  
Edwin Lowndes, Executive Director

\_\_\_\_\_  
Date

**(Legal Services Name)**

\_\_\_\_\_  
Name of LSP key partner

\_\_\_\_\_  
Date

**Exhibit A**

**RIGHT OF REJECTION**

The Respondent understands that the Owner reserves the right to reject any or all proposals, to waive minor informalities in any proposal, to award the contract in the Documents by mutual agreement with the successful respondent.

The Respondent agrees to deliver to the HAKC the Certification of Insurance and the signed HUD Form 5369-C.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Authorized Officer/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit B**

**STATEMENT OF ACCEPTANCE AND EXCEPTIONS**

The undersigned, by affixing his/her signature to this document, acknowledges that she/he has read and understands the terms, conditions, and other covenants as provided for in the Request for Proposals (RFP) and Exhibit A. The undersigned further agrees and understands that the proposal submitted herein is made under said terms, conditions, and other covenants, and shall abide by them, notwithstanding the exceptions listed herein. She/he states that she/he is an officer of the business entity named below or has power of attorney to bind said business to the terms, conditions, and other covenants provided in the aforementioned documents, and agrees to perform in accordance therewith the agreed upon services.

Name of firm: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

If you wish to state any exceptions to the terms, conditions, and other covenants stated in this proposal document, then please specify herein, include additional pages as necessary.

**(IMPORTANT: SOME EXCEPTIONS MAY BE CLASSIFIED AS NON-RESPONSIVE BY THE HAKC AND THE PROPOSAL MAY BE REJECTED)**

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**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.

## STATEMENT OF QUALIFICATIONS

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

1. Name of Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name of Owner(s): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

3. Date Company was Established: \_\_\_\_\_

4. Are you a Sole Proprietorship? \_\_\_\_\_

Partnership? \_\_\_\_\_

Joint Venture? \_\_\_\_\_

Corporation? \_\_\_\_\_

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

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

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

NAME	ADDRESS	DATE

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

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

8. General scope of work performed by your Company, (i.e., general contracting, specialty in any 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: \_\_\_\_\_

**Attach a copy of the insurance certificate.**

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

20. Are you certified by any other agencies? \_\_\_\_\_

Names of Agencies:

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

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Signature of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF INFORMATION**

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

Name of Respondent: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## JOINT VENTURE QUESTIONNAIRE

The following questionnaire must be fully completed and submitted concurrently with the Respondents Statement of Occupation by all Respondents 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

# 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

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

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

### 3. Certificate of Independent Price Determination

(a) The bidder/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 PROFESSIONAL SERVICE AGREEMENT

Company:

Description:

Agreement No:

This **Agreement** is made this \_\_\_\_\_ day of **June 2024** by and between, the **Housing Authority of Kansas City, Missouri, (HAKC)**, a Missouri Municipal Corporation, created pursuant to RSMo. §99.040, having its principal place of business at **3822 Summit Street, Kansas City, MO 64111**, and \_\_\_\_\_ (**Professional**) having its principal place of business at \_\_\_\_\_, HAKC and Professional sometimes referred to as "Parties".

## 1. DEFINITIONS

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

## 2. TERM OF AGREEMENT

- 2.1 The term of this **Agreement** shall be for a period of \_\_\_\_ years beginning \_\_\_\_ and ending on \_\_\_\_\_.

## 3.0 SERVICES

- 3.1 Pursuant to the terms of this **Agreement**, the Professional shall perform the professional services as described in the **Scope of Work**, and the **Professional's Written Proposal** incorporated herein by this reference.
- 3.2 Unless otherwise specified in the **Scope of Work**, the Professional shall furnish all tools, material, labor, and equipment to perform the required services to be delivered under this **Agreement**. All work is to be completed free of defects in material, workmanship, and performed according to the **Scope of Work** and specifications, if any.

- 3.3 The Professional is acting at all times as an independent Professional, not as an employee of HAKC.
- 3.4 The Professional shall exercise sound business judgement in performing under the terms of this **Agreement** and shall comply with all applicable federal laws, state laws, HUD regulations, and HAKC directives, and policies.
4. **PRICING, BILLING AND PAYMENT**
- 4.1 HAKC agrees to pay, and Professional agrees to accept as compensation for the performance of the Services and in accordance with Professional's written proposal. This is a fee-for-service contract.
- 4.2 For purposes of billing for the performance of the Services performed under this **Agreement**, the Professional shall submit an original request for payment to HAKC by e-mail to Accounts Payable, [ap@hakc.org](mailto:ap@hakc.org) . All requests for payment must contain the following information: Professional's name, address, telephone number, and tax identification number, this **Agreement** number, description of the services performed and the signature of an authorized company official.
- 4.3 HAKC shall pay the Professional within thirty (30) calendar days following receipt of the request(s) for payment.
- 5.0 **PERSONNEL**
- 5.1 The contact person representing the Professional shall be \_\_\_\_\_. Professional shall not replace this contact person 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 \_\_\_\_\_. He/She may be reached at 816-968-
- 5.2 The Professional shall be responsible for the conduct and discipline of his employees. Each person assigned to perform services under this **Agreement** must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.
6. **RECORD KEEPING**  
**The Professional shall maintain at least one copy of any and all written changes, modifications, or amendments to the Scope of Work, the specifications, or this Agreement that may be agreed to by the parties. These documents shall be made available to HAKC for inspection and copying upon the request of HAKC.**
7. **CHANGES**
- 7.1 HAKC may at any time, by written order agreed to by the Professional, make changes within the **Scope of Work** of this **Agreement** in the services to be performed.
- 7.2 If any such change causes an increase or decrease in the prices charged, the maximum amount of the **Agreement**, or the time required for performance of any part of the work under this **Agreement**, whether or not changed by the order, or otherwise affects the conditions of this **Agreement**, the HAKC shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms and shall modify the **Agreement** accordingly.
- 7.3 The professional agrees that it will not perform any services requiring and additional charge or fee unless HAKC gives its prior written consent to do so consistent with Paragraph 8 below.
8. **CONTRACT MODIFICATIONS**
- 8.1 Only the Contracting Officer has authority to modify any term or condition of this **Agreement** on behalf of the HAKC. Any modifications shall be agreed to by the parties in writing and signed by the Contracting Officer. The Professional specifically agrees and understands that no verbal modifications are allowed to this **Agreement**.
- 8.2 HAKC may modify the **Agreement** unilaterally under the following circumstances: (1) pursuant to a specific authorization as stated in the **Agreement** (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in HAKC's address). All other modifications shall be in the form of supplemental agreements signed by the Professional and the Contracting Officer.

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

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

**10. DISPUTES**

- 10.1** All disputes arising under or relating to this **Agreement**, including any claims for damages for the alleged breach thereof, which are not disposed of by agreement, shall be resolved under this provision.
- 10.2** Any claims by either party shall be made in writing and submitted to the other party in accordance with Paragraph 19.1.
- 10.3** The party receiving the complaint (Receiving Party) shall, with reasonable promptness, but in no event more than thirty, (30) days, after receipt of the written dispute, render a decision concerning any claim hereunder.
- 10.4** If the Receiving Party disagrees with the decision they must notify the other party within thirty (30) days of receipt. If the parties cannot arrive at a mutually acceptable resolution of the dispute then the parties may agree to present the matter to mediation, another form of non-binding alternative dispute resolution, or either party may present the matter to the Jackson County, Missouri, Circuit Court for a decision.
- 10.5** If neither party disagrees with the decision received, then the decision shall be final and conclusive.
- 10.6** HAKC may withhold payment to the Professional, for the purposes of set-off or partial payment of amounts owed by HAKC to the Professional, if any for any disputes related to this Agreement without regard to termination as set out in ¶11 TERMINATION AND DEFAULT.

**11. TERMINATION AND DEFAULT**

- 11.1** This **Agreement** will terminate immediately if the Professional becomes ineligible to contract with HUD, under applicable laws and regulations.
- 11.2** HAKC may terminate this **Agreement** in whole, or in part, at the convenience of HAKC or for the failure of the Professional to fulfill its obligations by default. The HAKC shall terminate this **Agreement** by delivering to the Professional a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Professional shall: (1) immediately discontinue all services affected, unless the notice directs otherwise, and deliver to HAKC all information, reports, papers, and other materials accumulated or generated in performing this **Agreement**, whether completed or in process.
- 11.3** If the termination is for the convenience of HAKC, and is in whole, HAKC shall be liable only for payment for services rendered immediately before the effective date of the termination.
- 11.4** If the termination is due to the failure of the Professional to perform its obligations under this **Agreement** by default, the HAKC may require the Professional to deliver, in the manner and to the extent directed by the HAKC, any work as described in ¶11.2. The Professional's compensation shall be determined in accordance with ¶10.0 DISPUTES and payment of the reasonable value of any services rendered through the date of termination. HAKC may withhold payments to the Professional, for the purposes of set-off or partial payment, as the case may be, of amounts owed by HAKC to the Professional, if any.
- 11.5** If, after termination for failure to fulfill its obligations by default, it is determined that the Professional had not failed, said termination shall be deemed to have been for the convenience of HAKC, and the Professional shall be entitled to payment as described in ¶ 11.3.

**11.6** Upon the termination of this **Agreement** for any reason, the Professional shall be obligated to cooperate with HAKC so that a smooth transition of responsibilities, including immediate delivery to HAKC, or its designee, all files, papers and records related to the Professional's performance of this **Agreement**.

**11.7** Any disputes with regard to this clause are expressly subject to the terms of ¶10.0 DISPUTES.

## **12. ORGANIZATIONAL CONFLICTS OF INTEREST**

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

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

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

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

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

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

## **13. INDEMNIFY AND HOLD HARMLESS**

**13.1** The Professional agrees to indemnify and hold harmless HAKC, its directors, commissioners, officers, managers, and employees against any and all claims, demands, losses and liabilities (including attorney's fees, costs and expenses of defending against such claims) to the extent caused by ; 1.) Any act or omission by or on behalf of the Professional outside the scope of this **Agreement**, and 2) Any act or omission determined to constitute negligence, recklessness, or willful misconduct by the Professional or the Professional's agents, employees, representatives, and assigns in the performance of this **Agreement**.

## **14. FORCE MAJEURE**

**14.1** 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.

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

**15.1** The provisions of 2 Code of Federal Regulations Section 200 are applicable to this **Agreement** and govern the Professional's standard of conduct and qualifications. A copy of this regulation is available upon request.

## **16. ASSIGNMENT OF AGREEMENT**

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

## **17. INTEREST OF MEMBERS OF CONGRESS**

**17.1** No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this **Agreement** or to any benefit to arise there from. This provision shall not be construed to extend to this

**Agreement** if made with a corporation for its general benefit.

**18. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

**18.1** 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 the HAKC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this **Agreement** or the proceeds thereof.

**19. NOTICES**

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

**20. COUNTERPARTS**

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

**21. NON-WAIVER OF SOVEREIGN IMMUNITY**

**21.1** The HAKC is a public entity and political subdivision of the State of Missouri and is protected by the doctrine of sovereign immunity pursuant to Section 537.600 RSMo. The foregoing provisions requiring insurance coverage shall not be deemed a relinquishment or wavier of any kind of limitations of liability provided or available to HAKC under applicable state governmental immunities law. The purpose of this insurance does not include coverage for any liability or suit for damages, which is barred by the doctrines of sovereign or governmental immunity by whatever name, as set forth in RSMo 537.600,et.seq. This policy is not intended to act as a wavier of any defense available to the insured by statute or a common-law.

**22. CHOICE OF LAW/CHOICE OF FORUM**

**22.1** The parties agree that the laws of the State of Missouri and any applicable federal statutes, laws, and regulations shall govern this **Agreement**. The parties further agree that a court of competent jurisdiction within Jackson County, Missouri, shall have exclusive jurisdiction over all causes of action asserted by or against the HAKC that arise out of or relate to this **Agreement**.

**23. PROFESSIONAL LIABILITY AND INSURANCE**

**23.1** The Professional, at the Professional's sole cost and expense, agrees to procure and maintain during the term of this **Agreement** or any extension thereof, Professional Liability Insurance Coverage or Errors and Omissions Insurance (E&O Insurance).

**23.2** A copy of the entire policy of liability insurance including the certificate that evidences the coverages listed above, should be provided to HAKC. A copy of the full policy delivered to the HAKC is a precondition to the execution of this agreement.

**23.3** Failure to maintain coverage will result in immediate termination of this agreement.

**24. APPLICABLE LAW / JURISDICTION**

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

**25. ENTIRE AGREEMENT; SEVERABILITY**

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

**26. INCORPORATION OF HUD 5369-C**

This **Agreement** shall also include HUD form 5369-C, attached hereto and incorporated herein by reference. In the event of a contradiction or inconsistency between any term or provision of this **Agreement** (or any of its component parts), the parties agree that HUD form 5369-C, shall govern and control with respect to the subject term or provision.

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

**HOUSING AUTHORITY OF  
KANSAS CITY, MISSOURI**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: **Edwin T. Lowndes**  
Title: **Executive Director**

Address: 3822 Summit Street  
Kansas City, Missouri 64111

PROFESSIONAL: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Federal Tax I.D. Number: \_\_\_\_\_

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