October 28, 2026

SUBJECT: Request for Qualifications - RFQ #26-1029 Acquisition Partner / Asset Management

The Housing Authority of Kansas City, Missouri (HAKC) seeks qualified respondents to provide acquisition, financing, rehabilitation, and asset management services in support of HAKC's acquisition of more than 2,000 housing units in the Kansas City metropolitan area.

A pre-proposal meeting will be held on November 10, 2026 at 10:00am Central Time. Attendance is not required but is recommended and is intended to review the scope of services and address questions.

Proposals will be accepted by email until 5:00 PM Central Time on November 20, 2026. Proposals received after the deadline will be rejected without consideration.

REQUEST FOR QUALIFICATIONS
RFQ #26-1029

ACQUISITION PARTNER / ASSET MANAGEMENT

RFQ Issued:	October 28, 2026
Questions Due	November 11, 2026 by 2:00 PM (Central Time)
Email Questions To:	procurement@hakc.org (Indicate "RFQ #26-1029 – Acquisition Partner / Asset Management" in the subject line)
Pre-Proposal Conference	November 10, 2026 at 10:00 AM (Central Time) via TEAMS **Join:** https://teams.microsoft.com/meet/2525266737885016?p=7vnFvH3HjYjqKYFrAg Meeting ID: 252 526 673 788 501 6 Passcode: JX2xS6nV
Proposal Due:	November 20, 2026 by 5:00 PM (Central Time)

Contact person for the above RFQ: Karen Pointer
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INTRODUCTION

The Housing Authority of Kansas City Missouri ("HAKC") is a municipal corporation created in 1941 pursuant to Missouri statutes. The Authority's primary responsibilities include the administration of Housing Choice Vouchers (Section 8) and over 1,700 units of public housing. It is overseen by a five-member Board of Commissioners appointed by the Mayor of Kansas City, Missouri.

It is the primary mission of the Authority to develop, rehabilitate and manage decent, safe and sanitary quality affordable housing in a manner that promotes the preservation of its housing assets and ensures the effective delivery of essential operating services. The Authority also supports and promotes equal opportunity, fair housing and the de-concentration of race and poverty. In accomplishing this goal, the Authority is committed to promoting resident economic self-sufficiency and improving community quality of life and economic viability.

HAKC seeks a qualified partner to support the acquisition of more than 2,000 housing units in the Kansas City metropolitan area in furtherance of its approved Development Plan. The selected partner will provide acquisition, financing, rehabilitation, and asset management support for HAKC and its affiliates. HAKC will retain approval authority over acquisitions, financing arrangements, budgets, and major capital expenditures.

Details regarding this Request for Qualifications, specifications, and submittal requirements are set forth in this RFQ document and any attachments or amendments to it. Proposals made in response to this solicitation must conform to all the required specifications outlined within this document and any designated attachments or amendments in their entirety.

The deadline for submitting questions and requests for information (RFI) is November 11, 2026.

PROPOSAL SUBMITTAL AND DEADLINE: November 20, 2026 by 5:00 PM Central Time.

Electronic submissions should be submitted via email to procurement@hakc.org. Use "RFQ #26-1029 – Acquisition Partner / Asset Management" in the subject line.

1.0 HAKC'S RESERVATION OF RIGHTS.

1.1 Right to Reject, Waive or Terminate the RFQ. HAKC reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, in its sole and absolute discretion, if deemed by HACM to be in its best interests.

1.2 Right Not to Award. HAKC reserves the right not to award a contract pursuant to this RFQ.

1.3 Right to Terminate. HAKC reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 5 business days' written notice to the successful Proposer(s).

1.4 Right to Determine Financial Responsibility and Viability. HAKC reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as HAKC determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.

1.5 Right to Retain Written Proposals. HAKC reserves the right to retain all proposals submitted to HAKC by all Proposers in response to this RFQ and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. HAKC may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFQ Manager for this RFQ in his/her sole and absolute discretion.

1.6 Right to Negotiate Fees. HAKC reserves the right to negotiate the fees proposed by the successful Proposer.

1.7 No Obligation to Compensate. HAKC shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFQ.

1.8 Right to Amend Prior to Award. HAKC reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HAKC's website www.hakc.org ("Website"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. HAKC also reserves the right to amend the form of standard HAKC contract any time prior to contract execution.

1.9 Right to Reject Any Proposal. HAKC reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

1.10 Right to Prohibit Further Participation. HAKC shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. The prospective bidder further agrees that he/she will inform HAKC in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HAKC that he/she feels needs to

be addressed. Failure to abide by this time frame shall relieve HAKC, but not the prospective proposer, of any responsibility pertaining to such an issue.

1.11 Public Disclosure of Proposal Documents. To the extent applicable, documents submitted in connection with this RFQ may be subject to disclosure pursuant to the Missouri Sunshine Law, formally known as Chapter 610 of the Revised Statutes of Missouri.

2. General/Technical Specifications

2.1 Proposed Term. HAKC anticipates a contract term of two (2) years, with up to three (3) one-year renewal options, subject to HAKC's needs and the final agreement.

2.2 Number of Proposers to be Selected. HAKC anticipates selecting one (1) qualified partner; however, HAKC reserves the right to select more than one or none, as determined to be in its best interests.

2.3 Form of Contract. By responding to this RFQ and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFQ, HAKC may only execute a contract prepared by HAKC.

2.4 Submittal Deadline. HAKC must receive proposals by 5:00 PM Central Time on November 20, 2026. Proposals must be submitted via email to procurement@hakc.org. Late proposals and proposals submitted by an alternate method will not be accepted.

2.5 Evaluation and Proposal Review. An Evaluation Committee will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFQ, HAKC's Procurement Policy, and HUD regulations.

2.6 Award. Proposals that meet the requirements outlined in this RFQ will be evaluated and ranked according to the rating and selection factors described in Section 5.

A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending HAKC Board of Commissioners' approval, if required. HAKC may, in its sole and absolute discretion, select none of the proposals submitted. HAKC reserves the right to postpone or cancel the final award of the proposals at its convenience.

3 SCOPE OF SERVICES.

HAKC is seeking a qualified Acquisition Partner / Asset Management partner to support acquisition, financing, rehabilitation, and ongoing asset management for a portfolio of more than 2,000 housing units in the Kansas City metropolitan area. The selected partner shall perform the following services in coordination with HAKC. HAKC will retain approval authority over acquisitions, financing arrangements, budgets, and major capital expenditures.

1) **Acquisition sourcing and due diligence.** Identify and evaluate existing multifamily properties, underwrite acquisition opportunities, and conduct and fund the due diligence necessary to support HAKC's investment decisions.

2) **Pre-acquisition funding**. Fund required deposits, lender application fees, escrow payments, and

other pre-acquisition expenses. Describe funding capacity and proposed terms for advances, reimbursement, and costs incurred on transactions that do not close. Final funding arrangements will be established in the agreement with HAKC.

3) **Transaction structuring**. Recommend ownership and financing structures that support HAKC's affordability objectives, financial requirements, and long-term ownership strategy.

4) **Credit ratings and bond financing.** Support the issuer credit rating process, as applicable, and assist in developing and executing a bond financing program. Coordinate with HAKC, investment bankers, legal counsel, rating agencies, and other financing participants.

5) **Financial analysis and planning.** Develop and validate acquisition pro formas with HAKC personnel, including operating projections, capital needs, financing assumptions, and sensitivity analyses. Evaluate long-term hold, refinancing, and disposition alternatives consistent with HAKC's objectives and applicable restrictions.

6) **Financing team coordination**. Assemble and coordinate qualified investment banking, legal, and other capital markets resources, subject to HAKC approval and applicable selection requirements. Establish clear responsibilities and maintain timely communication among transaction participants.

7) **Post-closing asset management.** Monitor property performance, cash flow, debt service coverage ratio (DSCR) requirements, and capital needs. Recommend operational improvements to support financial viability and net operating income. Coordinate with property managers and provide regular reporting to HAKC.

8) **Rehabilitation and construction oversight.** Oversee capital planning and rehabilitation, including scopes of work, contractor coordination, budgets, schedules, draw requests, and change orders. Prioritize life-safety needs, resident stability, asset preservation, and long-term operating performance.

9) **Closing coordination.** Manage the acquisition closing process in coordination with HAKC and its financing and legal teams. Track due diligence requirements, approvals, closing deliverables, and deadlines.

4 PROPOSAL FORMAT.

4.1 Proposal Submittal. All proposals submitted in response to this RFQ must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement HAKC has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision.

Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFQ but that the Proposer believes would be helpful, should be attached.

Part 1 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 2 – Qualifications and Experience:

Provide the organization's qualifications, size, services, relevant experience, and proposed team. Address each of the following required qualification areas and include supporting transaction details:

a. Multifamily acquisition experience. Demonstrate experience sourcing, underwriting, conducting due diligence on, and closing multifamily acquisitions at a scale relevant to HAKC's proposed program. Provide representative transactions, including closing dates, unit counts, and acquisition values.

b. Housing authority and affordable housing experience. Describe work with public housing authorities or comparable public/nonprofit housing owners, including ownership structures, affordability requirements, approval processes, and how owner control was preserved.

c. Bond financing and capital markets experience. Demonstrate completed multifamily or affordable housing tax-exempt bond transactions with aggregate transaction value exceeding $300 million, and at least $50 million in completed transaction volume during the 12 months before the proposal deadline. Identify dates, unit counts, bond amounts, total transaction values, and team roles; describe issuer credit analysis, rating agency coordination, financing structure, investor placement, and closing capabilities.

d. Financing team qualifications and coordination. Identify proposed investment banking firms, legal counsel, other capital-markets resources, and key professionals, with roles, availability, and comparable transactions. Proposed legal counsel must demonstrate tax-exempt bond financing experience. The proposed investment banker must demonstrate completed bond-financed transactions and the capacity to market and sell bonds. Explain coordination of structuring, legal documentation, bond placement, and closing.

e. Financial capacity. Demonstrate access to sufficient capital for deposits and pre-acquisition expenses. Identify funding sources, material conditions or limits, proposed reimbursement terms, and examples of comparable funding commitments.

f. Rehabilitation and construction oversight. Identify the proposed construction oversight lead and contractor resources. Proposed contractors

must demonstrate substantial multifamily renovation experience. Provide completed project examples, units improved, contract values, scopes, and delivery results. Describe capabilities in physical needs assessments, occupied-property rehabilitation, restoration of uninhabitable units, life-safety repairs, capital budgeting, procurement, draw review, change-order management, and scheduling.

g. Comparable assignments and references. Provide references for comparable acquisition, financing, and rehabilitation assignments, including public or nonprofit housing clients where available. Describe execution challenges, the team's response, and measurable results.

Part 3 – Proposed Approach:

Describe the proposed approach, work plan, transaction pipeline and prioritization, coordination with HAKC, due diligence and closing controls, funding and reimbursement approach, asset management reporting, rehabilitation oversight, and anticipated implementation schedule for the Scope of Services.

Part 4 – Previous Projects and References:

Provide at least three (3) comparable acquisition, financing, and/or rehabilitation assignments. Include client, property/location, closing date, unit count, acquisition and/or total transaction value, financing/bond amount where applicable, scope, outcomes, and reference contact name, title, telephone number, and email address.

Part 5 – Cost Proposal and Pre-Acquisition Funding:
Provide a clear and detailed proposal identifying all fees, rates, reimbursable expenses, transaction-based compensation, and other costs associated with the requested services. Separately describe the proposed source and capacity of pre-acquisition funding, advances, deposits, lender application fees, escrow payments, reimbursement timing and conditions, treatment of costs for transactions that do not close, and any proposed interest or other charges. Identify assumptions, exclusions, and potential conflicts or incentives. Final funding arrangements will be established in the agreement with HAKC.

4.2 Submission Conditions. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to HAKC by the Proposer, such may invalidate that proposal.

4.3 Submission Responsibilities. It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by HAKC, including but not limited to this RFQ. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.

4.4 Proprietary Information. To the extent not prohibited by applicable law, if a

Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award.

4.5 Eligible to Conduct Business in Missouri. All proposers shall be eligible to conduct business in the State of Missouri and Jackson County.

4.6 Proposer's Responsibilities. Contact with HAKC: It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFQ process to Procurement Manager only.

4.7 Addenda. All questions and requests for information must be addressed in writing to procurement@hakc.org. Responses to all such inquiries in writing by addendum to all prospective Proposers (i.e., proposers or individuals that have obtained the RFQ Documents).

5 PROPOSAL EVALUATION.

5.1 Evaluation Factors. The following factors will be utilized by HAKC to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal:

a. Qualifications and Experience: Maximum Points Possible: 50

Evaluate the respondent's demonstrated experience and capacity across the qualification areas identified in Section 4, Part 2, including the following:

a) Multifamily acquisition experience, including sourcing, underwriting, due diligence, and completed closings; provide transaction dates, unit counts, and acquisition values.

b) Housing authority and affordable housing experience, including public/nonprofit owner assignments, affordability requirements, approval processes, ownership structures, and preservation of owner control.

c) Bond financing and capital markets experience, including qualifying tax-exempt bond transaction volume, recent completed transaction volume, issuer credit analysis, rating agency coordination, investor placement, and closing.

d) Qualifications and coordination of proposed investment banking, legal, and capital-markets team, including tax-exempt bond counsel experience, investment banker execution/marketing capability, key personnel, availability, and comparable transactions.

e) Financial capacity and rehabilitation/asset management capabilities, including pre-acquisition funding, contractor oversight, capital planning, occupied-property rehabilitation, draw/change-order review, operating performance monitoring, DSCR, and reporting.

b. Proposed Approach: Maximum Points: 15

Evaluate the clarity, completeness, feasibility, and coordination of the respondent's approach to acquisition sourcing, due diligence, transaction execution, asset management, rehabilitation oversight, and reporting.

Willingness to fund all due diligence and pre-development activities.

c. Cost Proposal and Pre-Acquisition Funding: Maximum Points: 20

Evaluate the completeness and reasonableness of proposed fees, rates, reimbursable expenses, transaction-based compensation, and other costs.

Evaluate the respondent's demonstrated capacity and proposed terms for pre-acquisition advances, reimbursement, and expenses for transactions that do not close.

d. Comparable Projects and References: Maximum Points: 5

Evaluate the relevance and results of comparable acquisition, financing, and rehabilitation assignments, including client references, transaction scale, execution challenges, and measurable outcomes.

e. Interview Discussion (if applicable): Maximum 10 Points. HAKC may invite shortlisted respondents to interviews or discussions to clarify proposals and assess the proposed team and approach.

5.2 Evaluation Method.

a. Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HAKC reserves the right to reject any proposals deemed by HAKC not minimally responsive (HAKC will notify such proposers in writing of any such rejection).
b. Evaluation Packet for Proposals Deemed Responsive. Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFQ documents.
c. Evaluation Committee: HAKC anticipates that a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ ("Evaluation Committee").
d. Evaluation: The selection criteria set forth in Section 5.1 herein will be used by HAKC to rank and qualify companies for each scope of work and will be used to select proposals for further negotiation after this RFQ. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.
e. Potential "Competitive Range" or "Best and Finals" Negotiations: HAKC reserves the right to conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by HAKC.

6 Contract Award Procedure

If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal (Attachment A), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by HAKC, including an agreement to execute the standard HAKC contract form. Accordingly, HAKC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, HAKC shall not negotiate any clauses contained within any applicable HUD documents.

7 Contract Conditions.

The following provisions are considered mandatory conditions of any contract award made by HACM pursuant to this RFQ:

a. Contract Form: HAKC will not normally execute a contract on the successful Proposer's form. Contracts will only be executed on HAKC's form (please see the Sample Contract), and by submitting a proposal the successful Proposer agrees to do so. Please note that HAKC has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

b. Assignment of Personnel: HAKC shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFQ and the contract if HAKC believes that such change is in the best interest of HAKC and the completion of the contracted work.

c. Unauthorized Sub-Contracting Prohibited: The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ without written consent of HAKC's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of HAKC's Executive Director or designee, shall be void and may result in the cancellation of the contract with HAKC, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by HAKC's Executive Director or designee, in his/her sole and absolute discretion.

   Contract Period: HAKC anticipates an award for two (2) years with up to three (3) one-year renewal options.

d. Insurance Requirements: Prior to any individual contract award (but not as a part of the proposal submission) a successful Proposer will be required to provide the following during the term of the contract:
   a. Insurance: Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
   b. Commercial General Liability (CGL)/Bodily Injury: a) Three million dollars ($3,000,0000) for all claims arising out of a single occurrence b) Five

hundred thousand dollars ($500,000) for any person in a single accident or occurrence

c. Automobile Liability: c) Five hundred thousand dollars ($500,000) each person e) Five hundred thousand ($500,000) for each occurrence

d. Workers' Compensation: Policy shall contain ≥ the policy limits required by state or federal law, and not less than: Five hundred thousand dollars ($500,000) per accident. In addition the proposer agrees that it will indemnify and hold HAKC harmless for any acts, including acts of negligence, on the part of the proposers agents or employees and from any and all claims on or about the premises. The proposer shall investigate and provide HAKC full reports on all accidents or claims.

e. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 in the aggregate.

f. Notification of claims: The Proposer agrees to notify HAKC in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.

g. All Proposers shall be eligible to conduct business in the State of Missouri and shall provide evidence of such eligibility if requested by HAKC.

7.1 Contract Service Standards. All work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.2 Section 3 Business Preference Information Clause: The Contractor acknowledges that in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations under Section 3 of the Housing and Urban Development Act of 1968, the Housing Authority encourages the participation of Section 3 residents and Section 3 businesses in the procurement of services and contracts. Therefore, the Contractor agrees to make all reasonable efforts to solicit proposals and employ qualified Section 3 residents and businesses as part of this project. The Contractor shall provide the Housing Authority with documentation demonstrating compliance with Section 3 requirements, including outreach efforts

to Section 3 businesses and residents and shall include this commitment in all subcontracts. Failure to meet Section 3 goals may result in the Contractor being subject to penalties as prescribed by HUD regulations.

7.3 Recap of Attachments. It is the responsibility of each proposer to verify that he/she has answered and submitted, as required, the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

Attachment	Attachment Description
A	Form HUD-5369-C (03/31/2020), Certifications and Representations of Offerors, Non-Construction Contract
B	Form HUD-5370-C Sec I, General Conditions for Non Construction Contracts (with or without Maintenance)
C	Non-Collusive/Non-Identity of Interest Affidavit
D	Sample HAKC Professional Service Agreement

ATTACHMENT A

Form HUD-5369-C Certifications and Representations of Offerors Non-Construction

Certifications and Representations of Offerors
Non-Construction Contract

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

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, includ- ing its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

☐ 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 competi- tion, 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 be- fore 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)(l) 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)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices of- fered 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 princi- pals named in subdivision (b)(2)(i) above have not par- ticipated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, fi- nancial, 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 disclo- sure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procure- ment, as described in the clause in this solicitation titled "Orga- nizational 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:

ATTACHMENT B

Form HUD-5370-C Section I, General Conditions for Non-Construction Contracts (With or Without Maintenance)

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

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

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

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii. Rates of pay or any other form of compensation and changes in compensation;

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

ATTACHMENT C

Non-Collusive Affidavit (Notarized) Form

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says:

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

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

1. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Kansas City, Missouri or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Name of Firm)

_____
(Signature of Bidder)

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

_____
NOTARY PUBLIC

My commission expires: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

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

Name of Contractor: _____

By: _____

Title: _____

STATE OF_____)
) SS
COUNTY OF_____)

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

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

_____
NOTARY PUBLIC

My commission expires: _____

SAMPLE D
Professional Services Agreement with HAKC

SAMPLE OF
HAKC'S PROFESSIONAL SERVICE AGREEMENT

Company:
Description:
Agreement No:

This **Agreement** is made this _____**day of December 2026** 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 ___ December 2026** 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 ___ 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 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 .** 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 tothe 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 od 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**.

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 and 5370-C

This **Agreement** shall also include HUD forms 5369-C and 5370-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 and 5370-C, shall govern and control with respect to the subject term or provision.

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

HOUSING AUTHORITY OF
KANSAS CITY, MISSOURI

By: _____ Date: _____
Name:
Title: **Executive Director**

Address: 3822 Summit Street
Kansas City, Missouri 64111

PROFESSIONAL: _____

By: _____ Date: _____

Printed Name**:** _____ Federal Tax I.D. Number: _____

Title: _____