

The West Plains Housing Authority

302 Walnut Street, Apt. 1000

West Plains, MO 65775

REQUEST FOR PROPOSAL (RFP)

RFP-WPHA-26-001

Elevator Maintenance and Repair Services

Location 1:

Walnut Grove

302 Walnut Street

West Plains, MO 65775

Location 2:

South Tower

401 Aid Avenue

West Plains, MO 65775

ISSUE DATE: JULY 27, 2026

Proposals must be submitted to the West Plains Housing Authority no later than

Friday, August 21, 2026, at 3:00 P.M.

302 Walnut Street, Apt. 1000, West Plains, MO 65775

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Proposal Letter

West Plains Housing Authority
Request for Proposals
Elevator Maintenance and Repair Services

- I. **INTRODUCTION:** The Housing Authority of the City of West Plains (WPHA) is requesting proposals from qualified, established professional elevator maintenance and repair service contractors (Contractors) to provide elevator maintenance and as-needed repair services at two locations. 302 Walnut Street and 401 Aid Avenue. Both located in West Plains, MO. The Contractor shall have the capability to inspect, troubleshoot and repair any, and all elevator problems.

This document outlines project requirements. Unless otherwise instructed, specifications do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract. The Contractor will be required to produce and submit a preventative maintenance plan for each elevator.

If awarded, the WPHA will award a contract to the highest rated Proposer for the above-listed contract. A contract will be generated for a term of two (2) years, with the option to renew the contract for three (3) additional 12-month periods. Prices for services/inspections will be frozen for the first period of two (2) years at amounts proposed and agreed to in said contract for the term of the contract.

This outline specification is intended to provide initial guidance on project requirements and highlight critical performance details. In no event shall the lack of details in this document be construed to undermine the requirements for a quality elevator repair/inspection service that meet all local and state codes and regulations.

- II. **INSTRUCTIONS FOR CONTRACTORS:** All proposals must be submitted with original signatures. The proposals must be submitted in an envelope or package clearly marked “**RFP - Elevator Maintenance and Repair Services**”. Please note that, because the award will not be based on pricing alone, modifications, if any, will be provided at the pre-bid meeting.

There will be a pre-bid meeting at 302 Walnut Street, West Plains, MO 65775 at 11:00 A.M. on Thursday, August 6, 2026. You or your representative(s) are encouraged to attend this meeting if you intend to submit a proposal. The meeting is an opportunity for the WPHA to give an overview of the project and objectives, and for participants to request additional information. Both locations will be visited.

Proposals must be submitted no later than 3:00pm, on Friday, August 21, 2026, to 302 Walnut Street, West Plains, MO 65775 in an envelope clearly marked “RFP – Elevator Maintenance and Repair Services”. Proposals must be submitted in the format stated and address the items in the proposal specifications. Proposals will not be accepted after this time.

Postmarks or other timestamps will not be accepted in lieu of actual delivery. The contractor can use whatever delivery mechanism it chooses as long as it remains clear that the contractor is responsible for the submissions prior to the date and time.

All proposals are binding for sixty (60) days following the deadline for proposals, or until the effective date of any resulting contract, whichever is first.

The WPHA may reject any or all proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim of cause of action by any unsuccessful participant against the WPHA.

The WPHA assumes no liability for the payment of cost and expenses incurred by any contractor in responding to this request for proposals. All proposals become the sole property of the WPHA. The request for proposal is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

The WPHA reserves the right to revise the scope and deliverables of one (1) or more project segments/tasks/activities at its sole discretion prior to awarding any contract for that particular segment. In such a case, these revisions shall be negotiated between the WPHA and the Contractor to reconcile any changes in pricing and performance. Changes after awarding a contract shall be governed by the terms of that agreement.

Final terms and conditions will be negotiated between the WPHA and the selected finalist prior to the time of award.

The following is the solicitation schedule for the procurement:

Event	Date	Time
Pre-Bid Meeting	Thursday, August 6, 2026	11:00 am @ 302 Walnut St, West Plains, MO 65775
Proposal Due Date	Friday, August 21, 2026	3:00 pm @ 302 Walnut St, West Plains, MO 65775
Award Date	Early September 2026	TBD

All inquiries concerning the RFP, including but not limited to, request for clarification, questions, and any change to the RFP, shall be submitted in writing, citing the RFP title, page, section and paragraph and submitted to the following RFP Soliciting Coordinator:

Steve Homan, P.E.

Showmehousing@gmail.com

Contractors are encouraged to submit questions via email; however, the WPHA assumes no liability for assuring accurate/complete email transmissions/receipt and is not responsible to acknowledge receipt. Inquires must be received by the WPHA RFP Solicitation Coordinator (see above) no later than Friday, August 14, 2026, at 4:00 pm. Inquiries submitted later than this date shall not be considered properly submitted. The WPHA will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP.

- III. **GENERAL CONDITIONS:** The general conditions set forth below are in addition to form **HUD 5370-C Section II, General Conditions for Non-Construction Contracts**, included herein, and should be reviewed prior to proposal submission, as the document shall be part of the contract signed between the WPHA and the Contactor.

The Contractor must demonstrate through reference that they or their principles assigned to the project, have sufficient capacity (materials, supplies, and manpower) to complete services as outlined in the Request.

The WPHA reserves the right to accept or reject any and all proposals, if it is in the best interest of the WPHA to do so.

If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits, and shall comply with all applicable governmental laws, rules, regulations, including HUD, and orders respecting the premises and the use thereof.

A sample of the required contract agreement is attached as Appendix H. Upon approval of the award of the contract by the Board of Directors, the Contractor and the WPHA shall sign the contract with a commencement date of January 19, 2027.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the WPHA, all related safety codes including OSHA shall herewith be complied with.**

The rates provided in the Proposal shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.

Time is of the essence in the performance of work, therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the WPHA may, as its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.

After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator (Executive Director) may conduct an orientation conference with the Contractor and appropriate representatives of the WPHA for the purposes of aiding both the WPHA and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor or responsibility for complying with any of the terms and conditions of the contract.

If the post-ward orientation is held, the Contract Administrator will provide specific details regarding the date, time and location of the conference, and information regarding the items/topics to be discussed.

The Contractor shall be compensated as put forth on the proposal form attached herein.

These specifications are for as needed services only. All repair costs need to be approved by the WPHA prior to work being started. The WPHA reserves the right to separately bid or receive quotes for separate projects if it is in the best interest of the WPHA to do so.

Contractors shall be excused from performance hereunder during the time and to the extent that the Contractor is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, etc.

IV. **TECHNICAL SPECIFICATION:** The Contractor agrees to furnish to the WPHA on the terms and conditions set forth herein, maintenance and service on two elevators at the following locations:

Elevator #1:

Walnut Grove, 302 Walnut St., West Plains, MO 65775

Number and types of elevators	2 Hydraulic cars
Number of stops	6
Manufacturer	Esco
Machine type	Hydraulic power unit
Controller	TAC 32
Last five-year test date	Not available

Elevator #2:

South Tower, 402 Aid Ave., West Plains, MO 65775

Number and types of elevators	2 Traction cars
Number of stops	9
Manufacturer	Dover
Machine type	Hollister-Whitney 54 OH Geared overhead traction
Controller	TAC 50-04
Last five-year test date	Not available

SECTION 1. SERVICE

Service shall be available on a twenty-four-hour basis. The Contractor shall maintain a continuous telephone service where they can be reached twenty-four hours each day, seven days each week, Sundays and Holidays included. Work included is as follows:

Repairs and maintenance of parts that have been replaced or repaired shall be maintained strictly in accordance with the specifications.

After the award of the contract, the selected Contractor shall furnish to the WPHA for approval, their maintenance checklist in a form suitable for monthly submission to the WPHA.

The Contractor will be responsible for correcting violations and complying with requirements of all applicable public agencies having jurisdiction or the WPHA's insurer provided that such violation shall not have been placed or requirement made prior to the date of acceptance of this agreement and provided that the violation or requirement does not necessitate any additions or changes to the present elevator equipment or parts, or its method of operation. Requirements of public agencies include, but shall not be limited to, periodic testing, witnessing of test and properly reporting same to the Department of Buildings and to the WPHA, including correction of defects by the Contractor.

It is the scope of these specifications that the Contractor shall provide all labor, materials, transportation, equipment and necessary appurtenances to maintain, service and repair the two (2) elevators specified herein. The contractor shall be responsible for making scheduled and emergency service calls and for providing as nearly uninterrupted elevator service as possible during the term of the contract. It is the Contractor's responsibility to maintain optimum efficiency and safety of the elevators by timely replacement of any parts which show excessive wear and approaching failure.

In addition, the Contractor shall perform certain work on a routine basis as specifically stated herein.

During the normal course of the Preventative Maintenance Work, the Contractor shall be responsible for maintaining all light fixtures, including bulb replacement in the elevator machine rooms, elevator pits, top and bottom of elevators.

EMERGENCY CALLS will be responded to within four (4) hour's time after the Contractor or their answering service receives notification. In the event the Contractor does not meet this requirement, the WPHA will, at its discretion, be allowed to engage the services of others to make necessary repairs. The cost of such work shall be deducted from any payments due to the Contractor.

SECTION 2. MAINTENANCE

The Contractor shall maintain all elevator equipment as hereinafter specified on terms and conditions subsequently set forth and shall provide all labor and material necessary to keep the elevator equipment properly adjusted and maintained for correct, efficient and safe operation at all times.

The Contractor shall use qualified, trained and experienced technicians directly employed and supervised by them and shall use all reasonable care to maintain the elevators in proper and safe operating condition so as to satisfy all insurance inspections and Government safety codes.

The Contractor shall maintain the efficiency, safety and speed specified and as designated by the manufacturer of the equipment at all times including acceleration, retardation, contract speed in feet per minute either with or without full load, floor to floor time, and door opening and closing time. The contractor must, upon request, provide engineering data including wiring diagrams to prove they conform with the manufacturer's designated specification.

The contractor shall monthly and systematically examine, adjust, clean, lubricate, furnish lubricants as recommended by the manufacturer, and when conditions warrant, repair or replace machine, motors, generators and controller brake, pump, valves, microprocessor unit, garvac unit, selector tapes, magnet coils, brake shoes, brushes, windings, commutators, bearings, windings and coils, contracts and relays, rotating elements, coil contacts, resistors and contractors magnet frames, packing, drive belts, strainers and mufflers, controllers, selectors, leveling devices, operating devices; above ground piping, electric eyes, mainline fuses, and other mechanical and electrical parts at no additional cost to the WPHA. Contractors'

regular servicing visits to WPHA shall be a minimum of once per month and spaced within thirty (30) day intervals.

Contractor's personnel shall report to the WHPA office located at 302 Walnut St., or as designated by the WHPA, and sign in prior to commencing work, and upon completion of work, a detailed written report of the work performed will be left with the WHPA.

The Contractor shall keep the guide rails properly cleaned and lubricated at all times except when roller guides are used, and when necessary, renew, replace guide shoes gibs or guide rollers in order to ensure smooth and quiet operation.

The Contractor shall examine all elevators monthly; clean, lubricate, adjust, and when conditions warrant, repair or replace all safety devices and governors including but not limited to interlocks and door closures; buffers; limit, landing slow-down switches, door protective devices; alarm bells, and equalized attention on all hoisting ropes. The Contractor should renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conduits or cables as necessary.

The Contractor shall make all necessary electrical repairs of all rotating elements including the winding of the gearless machine armatures and the motor generator set armatures.

The Contractor shall monthly examine, clean, lubricate, adjust, and when necessary, repair or replace the following accessory equipment; car and corridor operating stations, car and corridor hangars, door operating devices, all door gibs and car fans.

SECTION 3. REPLACEMENT PARTS

The Contractor shall maintain a supply of genuine manufacturer's equipment and parts such as motors, brakes, control and selector parts, etc. Materials to be used are to be genuine parts manufactured by the company which originally furnished and installed the elevator. No substitution shall be permitted.

STORAGE: To ensure the maximum use of the elevator equipment and to minimize shutdown time for emergency repairs, the Contractor will be required to have and

maintain in the elevator motor room in metal cabinets furnished by them, a supply of genuine manufacturer's parts sufficient for normal and emergency maintenance and repair of the elevators. Such parts shall include but shall not be limited to; controller parts including coils, contacts, relays, carbon, copper and silver contacts where contacts are renewable, contact insulation, contact springs and shunts for any of the switches of the controller, brake, governor, interlocks, limit switches, etc., brushes for motor generator sets and door replacements. These parts shall be genuine and obtained from the manufacture of the elevator equipment and must be delivered and stored at the job site within twenty-one (21) days after execution of the contract. No substitutions will be permitted.

SECTION 4. SCHEDULED SERVICE EXAMINATIONS

During regularly scheduled service examinations, as further noted in this specification, the Contractor will:

1. **CLEAN:** Clean the elevator machine including pump, valves and motor; control equipment including controller and the car and hoistway operating devices; safety equipment including interlocks and automatic door protective devices; door operator equipment including linkages, drive motor, speed reduction unit and electromechanical or motor operated cam devices. In addition, periodically brushed down and vacuumed the hoistway, divide beams, door hangers, car top and bottom, door sills (beyond opening) and pit.
2. **LUBRICATE:** Lubricate roller guides, pump motors, coupling and guide rails (where required), control valve equipment, interlocks, automatic door operation and its linkage parts. Lubricants and grease furnished under this agreement will conform to the manufacturer's recommended procedures.
3. **ADJUST:** Adjust associated equipment and devices, including the following provided the adjustment can be performed by the Contractor as part of a normal examination:
 - a. Operating switches and relays on the following: controller, leveling devices, door operator system including door protective device, car and hall button operating stations, and the hoistway and pit.
 - b. Mechanical and electromechanical devices (not requiring disassembly for adjustment) including pumps, pump motors, valve and valve

operators, plunger packing glands, linkages, hangers, interlocks, pit equipment, cams and rollers, roller guides and guide shoes.

4. SCHEDULE: A schedule of work shall be provided by the Contractor to the WHPA one (1) week prior to start of work. Any overtime necessary to maintain this schedule shall be the responsibility of the Contractor and shall not entitle them to additional compensation.
5. INSPECT: All inspection and testing under this Contract shall be performed by or under the direct personal supervision of someone having technical knowledge and competence in the work satisfactory to the WHPA and also having at least five (5) years' experience in elevator inspection, installation or maintenance, set to the factory to the WHPA.
6. NOTIFY: The WHPA shall be notified twenty-four (24) hours in advance of any inspections/tests, in order to have the option of witnessing such inspections or tests.
7. DAMAGE: Any damage to WHPA property, which occurs during the performance of testing as required by specification and manufacturing standards, is assumed by the WHPA excepting:
 - a. Where the Contractor has not performed the required inspections in accordance with the contract requirements.
 - b. Where the Contractor has improperly performed the required inspections and tests.
 - c. Where the resulting damages to property are directly due to the negligent acts or omissions or willful misconduct of the Contractor or its employees.

ADDITIONAL REQUIREMENTS OF THE CONTRACT ARE AS FOLLOWS:

Contractor shall furnish all labor, materials and equipment necessary to perform periodic inspections and safety tests required by ANSI A17.1 Safety Code or any other state, local or federal safety codes for elevators as amended on the date of performance on all elevators included in this contract.

In the event an elevator fails the inspection or safety test, Contractor shall make re-inspections after corrections have been made at no added cost to the WHPA.

When tests are unsatisfactory, and when defects are found, the failures and defects shall be reported immediately to the WPHA.

Contractor shall perform their work so that no elevator shall be out of service for more than three (3) hours unless prior written authorization is authorized by the WHPA.

ELEVATOR AND ELEVATOR EQUIPMENT SERVICES

The Contractor shall provide a preventative maintenance program to deliver service tailored to the building's specific needs. Equipment type, component life, equipment uses, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. Industry standard work processes will be used.

All equipment, materials, and installation shall conform to ANSI. A17.1. The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, A17.2. American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code.

The Contractor will use trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment and proper and safe operating condition.

TRACTION ELEVATORS (South Tower Apartments)

The Contractor will regularly and systematically examine, adjust, lubricate as required, and If conditions warrant, repair or replace:

- a. Machine, worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact, linings and component parts.
- b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
- c. Silicone control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components.
- d. Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical or electrical driving equipment.

- e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- f. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
- g. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- h. Automatic power operated door operator, car door hanger, car door contact, door protected devices, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller.
- i. Examine monthly all safety devices and governors and conduct annual no-load test, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The card balance will be checked, and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed.
- j. Load weighing devices will be calibrated after annual and five-year safety tests.
- k. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
- l. Repair or replace conductor cables and hoistway and machine room elevator wiring as required.
- m. Furnish lubricants and hydraulic fluid compounds to the manufacturer's rigid specifications. Contractor will furnish WPHA copies of the MSDS for all materials stored on site.

The Contractor shall also maintain. and if conditions warrant, repair or replace the following auxiliary equipment with the WPHA's prior approval.

- n. Emergency lighting, batteries, trickle charger, and related wiring and components.
- o. Elevator Management System, consoles, CRT's keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to elevator communication.)

- p. Fire Emergency Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).
- q. Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the elevator system).
- r. All handicap devices that are part of the elevator system.
- s. All elevator-related earthquake devices.

HYDRAULIC ELEVATORS (Walnut Grove Apartments)

The Contractor will regularly and systematically examine, adjust, lubricate as required, and If conditions warrant, repair or replace:

- a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, drive motor, speed reduction units, electro-mechanical or motor operated came devices, exposed piping and hydraulic fluid tanks.
- b. Controller, leveling devices and cams, all relays, magnet frames, solid-state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
- c. Hydraulic jack units packing gland surface condition of jack unit piston, speed reducing valves, above ground piping, cut off valves, and scavenger line systems or tanks to collect normal leakage from Jack unit packing gland.
- d. Entire hydraulic Jack unit for “holeless” hydraulic elevator applications.
- e. Batteries, including those for emergency lowering when applicable.
- f. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices, and hoistway switches.
- g. Automatic power operated door operator, car door hanger, car door contact, door protected device, car frame, car ventilation system platform, wood platform flooring, in the elevator car, car guide rails, car guide shoes, gibs or rollers.
- h. Filters, mufflers, and muffler components.
- i. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
- j. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.

- k. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the WPHA copies of the MSDS for all materials stored on site.
- l. In Accordance with the manufacturer's specifications, conduct an analysis on hydraulic fluid to detect contaminants and assure proper viscosity, and make necessary corrections and replace fluid as required. The copy of the findings shall be furnished to the WPHA within thirty (30) calendar days of the analysis.
- m. Clean excessive fluid leakage from pump pans, cylinder heads, machine room, and pit floors.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the WPHA's prior approval.

- n. Emergency lighting, batteries, trickle charger, and related wiring and components.
- o. Elevator Management System, consoles, CRT's keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices that are directly related to elevator communication.)
- p. Fire Emergency Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).
- q. Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the elevator system).
- r. All handicap devices that are part of the elevator system.
- s. All elevator-related earthquake devices.

TESTS

FIREMAN'S EMERGENCY SERVICE OPERATION: The Contractor shall conduct all tests and perform maintenance as required by ANSI A117.1, for Phase I and Phase II installation on Fireman's Emergency Service Control System. All systems shall be tested monthly as required by A117.1 code. The Contractor shall document such tests quarterly and provide this documentation to the WPHA.

EMERGENCY CAR LIGHTING AND 911 CAR PHONES: The Contractor shall conduct a test and perform maintenance as required for the Emergency Car Lighting and 911 Car Phones on a monthly basis. The Contractor should document such tests on a quarterly basis and provide this documentation to the WPHA.

CODE AND TESTS: The contractor Shall not be required to make tests or to install new devices other than those previously specified and required, which may be recommended or directed by Insurance Companies, Federal, State, Municipal or other authorities. Nor, by these same agencies, shall the Contractor be required to make changes or modifications in design.

PERIODIC TESTING:

TRACTION ELEVATORS: Contractors shall provide periodic inspection and testing of each elevator as stipulated In the ASME A1 7.1 Safety Code for Elevators and Escalators. This includes conducting annual no load, low speed test of car and counterweight safeties, and a test of buffers and the five (5) year rate and load, rated speed safety test for governors and buffers. The Contractor shall also perform any other tests currently required by the local governing Code. The Contractor should not be held liable for structural damage that may occur to the elevator shaft walls as a result of rated load test(s).

HYDRAULIC ELEVATORS: Contract should provide periodic inspections and testing of each elevator as stipulated in ASME A17.1 Safety Code for Elevators and Escalators. This includes examinations and tests of all pressure relief valves and cylinders at frequency outlined as required by the Code. The Contractor should also perform any other tests currently required by local governing code.

EXCLUSIONS

TRACTION ELEVATOR: It is not intended for the contract to include refurbishing repairs, replacements, or cleaning the interior of car enclosures, including removal of the panels, door panels, plenum chamber, hung ceiling, light diffusers, car floor covering, mirrors, handrails, hoistway enclosure, hoistway gates, doors, frames, sills and all fixtures cover plates. The Contractor shall not be required to make renewal, repairs, replacement or adjustments necessitated by reason of the WPHA's negligence, misuse, accidents or vandalism of the equipment or any other cause beyond the Contractor's control except ordinary wear and tear.

HYDRAULIC ELEVATOR: In addition to Exclusions for Traction Elevators, it is not intended for the contract to include buried plunger and cylinder and buried piping. Cylinder and piping which are exposed, not buried, as on

holeless hydraulic elevator applications remain the responsibility of the Contractor.

The Contractor shall make all repairs necessary due to normal wear and tear. The WPHA shall pay for repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The Contractor shall notify WPHA in advance of such needed repairs and should provide a written estimate of cost.

The Contractors should notify WPHA in advance of any suggested and or required upgrades and shall provide a written estimate of cost. WPHA shall retain the right to obtain competitive prices for items of this nature.

INSPECTION CHECKLIST AND INTERVALS:

MONTHLY INSPECTION:

Motor Room: Sweep and dust machine blowout, brush or wipe motor windings, governor jaws, sheaves and coils. Wipe and dust off exposed surface of entire mechanism

Motor and Motor Generator: Check lubrication, check brushes and motors, check communicators, check rotor and armature clearance.

Brake: Check shoes and springs, check pulley, fastenings; check electrical connections and operation, lubricate and check brake pins for proper fit. Check application of brake and clearance. Check and clean brake coils. Check brake coil insulation.

Hatch Door (Slide): Check and lubricate. Check self-closing feature.

Gearbox: Check oil level. Check for oil leaks. Check stuffing box, check lubrication, check gear for wear, check thrust bearing, check oil temperature, consistency of lubricant and for gear cutting.

Sheave (Drive): Check for groove wear, check for alignment, check for bearing wear. Check bearing lubrication.

Governor: Check lubrication, check weights and springs for freedom of movement, check alignment of cable on sheave. Check switch and contacts.

Control Panels and Selectors: Check contacts and carbons, check contacts for compression and timing, check overload relays, check for loose connections, check for frayed load and mechanical operations.

Car Doors: Check distance of opening between car strike post and edge of door (maximum 1 1/2 inches). Check bumpers, check bottom guides and alignment. Check car door threshold, sills and sill mounted safety block, check and lubricate tracks and rollers. Check removable guide, shoes and safety bar guide.

Car Door Operator: Check motor and lubrication, check chain and linkages for alignment and tension, check stop clearance.

Hall Buttons: Check plate screws, check bottoming of buttons and operations.

Car buttons: Check buttons, check plate screws, check emergency alarms, check stop switch, check key switches.

Car Top: Clean top of car, check light fixtures and bulbs.

Ropes, Hoist: Visual inspection for wear and broken wires. Inspect thimble rods and springs.

Ropes, Governor: Visual inspection for wear, broken wires and socket connections. Check cable alignment.

Pits: Sweep pits and remove all rubbish, trash, paper, and other foreign matter. Check light fixtures and switches. Check pit stop switches.

Alarm bells: Check car, pit and exterior alarm bells.

SEMI-ANNUAL INSPECTION:

Safety switch: Check electrical and mechanical operations.

Hatch switches: Check rollers and arms, check for level stops, check stop switch (final). Check control switches and devices, check automatic slow-down devices and switches.

Interlock: Check roller, electrical operation and latches. Lubricate and clean switch and locks.

Main machine: Gauge sheave groove for wear.

Rope Hoist: Check tension and equalizer.

Governor Control Panel: Clean, check and tighten all terminal connections.

Traveling cable: Check worn spots, tape and shellac, check fastening at junction box.

Pits: Check buffers and counterweight clearance, check stop switch, check buffer oil level, check light fixture and switches.

Car safety: Check for free operation and lubricate, check safety tiller rope, check safety plank switch.

Car: Tighten brace rods, nuts, bolts and screws, car top, cross head, platform and steady plates, check panel reinforcement for proper stiffness, check mirror and alarm bells.

Motor: Check brushes, brush holders and commutators, check rotor armature clearances.

ANNUAL INSPECTION:

Brake: Clean brake cores and sleeves and lubricate as recommended by manufacturer. Clean brake coils. check brake coil insulation.

Control Board: Check resistance tubes, check Transformers, check rectifiers, tighten all terminal lugs, check overloads.

Limit Switches (Final): Check car and counterweight for run-by clearance, check fastening to rails, check contacts (they must open before buffers are fully compressed). The above check shall also be made whenever hoist cables are renewed or shortened. When final limits are moved, they shall be thru bolted to rails.

Interlocks: Inspect all internal parts, check door interlock keepers.

Iron Work: Check all shaft iron work with regard to rust and paint. Inspect hatch side of doors and bucks.

Rail: Remove fuzz and clean rails, check bracket bolts, clean beams, check vanes and brackets.

Note: The terms “check or inspect” in this list mean: clean, clear, repair, replace, adjust, lubricate or replenish lubricant as necessary.

SECTION 5. RECORDS AND CODES

- A. The Contractor shall forward monthly to the WPHA copies of the following records:
1. Records of service calls itemizing the nature of defects, identification of the manufacture and part numbers of repaired parts used, time arrived, time completed, date of repair, and other pertinent information.
 2. The completed maintenance checklist provided by the Contractor. The maintenance checklist must be approved by WPHA and in accordance with the manufacturer's preventative maintenance specifications within 21 days of execution of the contract. This list must also include a written report detailing equipment, operation and maintenance deficiencies, if any, which are the WPHA's responsibility and Contractor's recommendations to correct same. The checklist shall certify that the preventive maintenance service was performed.
 3. The service person shall log in as directed by the maintenance supervisor each visit under the terms of this contract and supply the supervisor with a copy of the completed work ticket and notify the WPHA that the car is back in service by no later than 9:00 AM the following day.
 4. On all calls after hours, on weekends and legal holidays, the Contractor shall be required to leave a copy of work tickets at the project location as specified by the maintenance supervisor.
- B. Codes.
1. All work done and material furnished shall be in strict accordance with all applicable laws and with the latest rules and regulations of all municipal and other governmental agencies having jurisdiction over such matters.
 2. The Contractor shall prepare and submit to such governmental agencies for their approval all applications required by them and shall obtain all necessary certificates of compliance issued by such agencies and deliver same to the WPHA.

SECTION 6. ELEVATOR FAILURE CAUSED BY WATER, FIRE OR VANDALISM

In the event elevators become inoperable because of water, fire, explosion, or vandalism resulting from causes other than the Contractor's failure to properly surface equipment, the Contractor should replace or repair the damaged equipment and shall be compensated for this as Extra Work. For all material used for this Extra Work, the Contractor shall be paid the actual cost of the material based on a certified paid bill from the manufacturer plus (percentage as stated on the bid proposal form) of said cost of overhead, profit and all other cost. When the

total charge for this work in travel time, if any, is more than \$100.00, the Contractor must obtain prior authorization from the WPHA to do said work. Failure to comply with this directive will result in non-payment by the WPHA.

On each order for Extra Work as indicated above, travel time shall be allowed after normal working hours Monday through Friday, and on Saturday, Sunday and legal holidays, except where Contractor is on the site when the order for such Extra Work is given. Under these conditions, no travel time will be allowed.

SECTION 7. OVERTIME

For all non-emergency work performed pursuant to specific directions of the WPHA on overtime, Contractors shall be paid the difference between regular and overtime labor at regular billing rates as established by the Executive Director. Overtime shall be limited to time worked other than normal working hours for the trade in question.

SECTION 8. CLEANING UP

All equipment removed shall become the property of the Contractor, and they shall remove same from the premises and legally dispose of it. Worksites should be left in a broom-clean condition.

SECTION 9. INSPECTION

All work performed under this contract shall be subject to inspection by a WPHA Inspector. If defects of material or workmanship are found, Contractors shall be required to repair such defects at no additional cost to the WPHA within 30 days of receipt of notification.

SECTION 10. PROTECTION OF THE WPHA'S PROPERTY

Contractors shall conduct their work in such a manner, and take such precautions as required, to avoid damage, to any of the WPHA's property. Any equipment furnished under this contract, and any property of the WPHA damaged by the Contractor or their employees, shall be restored to its original condition or replaced without cost to the WPHA.

SECTION 11. WPHA RESPONSIBILITY

The following items are not the responsibility of the Contractor; they will be done by the WPHA.

1. Cleaning inside the interior of elevator cars, except as otherwise specified.
2. Keeping pits free from water.

SECTION 12. ACCESS TO ELEVATOR EQUIPMENT

Contractor shall be issued keys which will give them access to all elevator equipment. Contractors shall return all issued keys to the WPHA upon completion of the contract.

SECTION 13. CHANGE IN WORK – LABOR

Contract prices shall be increased on the basis of the Contractor's hourly wage rates paid to employees plus (percentage as stated on bid proposal form) for overhead, profit and all other costs.

SECTION 14. FAILURE TO COMPLY

Should the WPHA discover that performance standards are not being maintained in the line with the original design, in accordance with these specifications, local or state codes, or violates any of the provisions hereof, the WPHA may, upon two days prior notice in writing to the Contractor, engaged the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of. Work shall be at the Contractor's expense.

The WPHA may, by written notice to the Contractor, terminate the whole or any part of this contract if the Contractor fails to: perform the service covered by the specifications in the manner required herein, or to maintain a supply of spare parts as required under Section 3; replace parts; or to make repair because of inability to have necessary spare parts, materials and equipment within 48 hours, or if the Contractor does not cure such failure within a period of five days after receipt of notice from the WPHA specifying such failure. In the event the WPHA terminates this contract in whole or in part as provided herein, it may procure in such manner as it seems appropriate, a supplier or services similar to those so terminated and the Contractor shall be liable for any excess costs for such similar supplies or

services. However, the Contractor shall continue the performance of the contract to the extent not terminated under provisions of this clause.

V. INSURANCE REQUIREMENTS

The Contractor shall provide and maintain insurance against injuries to the public from maintenance problems, for the duration of the work, written by insurance carriers which are acceptable to and approved by the WPHA.

Prior to commencement with the project, the selected Contractor will be required to provide proof of liability insurance as follows:

Worker's Compensation Insurance complies with the requirements of the statutes of the State of Missouri.

Public Liability Insurance, which will protect the WPHA as well as the Contractor from claims for damages for personal injuries or property which may arise from operations under this contract. Or from Contractor's negligence in maintaining the elevators pursuant to this contract. The amounts of such insurance shall be not less than the following:

Public Liability and limits of not less than \$1,000,000 for injury or death for any one person and subject to the same limit for each person not less than \$1,000,000 for injury or death of more than one person arising out of any one accident. Property damage insurance to be in limits of not less than \$1,000,000. **Insurance to be properly endorsed to provide protection to the WPHA.**

Automotive Liability and Property Damage: Insurance covering all owned and rented automotive equipment used in the performance of this contract; \$1,000,000 for injury to, or death of, any one person and subject to the same limit for each person arising out of any one accident, and \$1,000,000 property damage each accident.

Certificates of all insurance required must be filed by Contractor with authority having jurisdiction within ten (10) calendar days following their receipt of contract covering the work. No work shall be performed until such certification has been established, whereupon a "Notice to Proceed" will be issued to a contractor.

Upon receipt of any notice of cancellation or alteration of insurance, Contractors shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered; and if Contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the WPHA may obtain such insurance at the cost and expense of the Contractor without notice to Contractor.

Certificates of insurance shall be delivered to the WPHA and kept on file at the WPHA prior to signing the contract. Any policy change shall be reported to the WPHA and certificate forwarded to the WPHA. By signing the contract generated by the RFP, the Contractor understands that neither they nor their employees are covered by any WPHA insurance policy. All copies of proof of insurance shall be submitted to WPHA along with the proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are provided to the WPHA.

It is understood and agreed that the insurance required by the provisions of this article is required in the public interest, and the WPHA does not assume any liability for the acts of the Contractor, any subcontractors, or their employees in the performance of this contract.

The West Plains Housing Authority must be named as an additional insured for the stated project.

VI. PROPOSAL SUBMITTAL REQUIREMENTS

Submittals from proposers will not be evaluated unless the WPHA receives a submittal letter and supporting data which shall include the following list of items and in this order. Submittals are prepared at the firm's expense and upon submission, become the property of the WPHA, and therefore become a matter of public record once a successful firm has been chosen and contract awarded.

Proposals may be hand-delivered or submitted by mail to West Plains Housing Authority, 302 Walnut St., Apt. 1000, West Plains, MO 65775 by 3:00 pm, Friday, August 21, 2026.

Section 1: Proposal Pricing Form

Found in Appendix A

Section 2: Cover letter:

No more than two pages that include a written summary of why your firm would provide excellent service for the WPHA;

Section 3: Qualification Questionnaire:

A brief history of the firms including the capability to provide the required services; the year founded; number, size and location of offices; number of employees; copy of licenses; and owner's name, company name, address, phone, and e-mail. Found in Appendix C;

Section 4: Relevant Experience:

List and description of projects in which the firm has participated in the past three (3) years. Describe the firm's experience in conducting assignments that are similar in nature and or related to the work described in the statement of work. Prescribe experience performing work as described in this RFP with various government agencies.

Section 5: Insurance:

Provide copy of policy with company name, address, phone and e-mail;

Section 6: Organizational chart or narrative, including principles and individuals responsible for work, including applicable licenses;

Section 7: Three (3) references for whom the firm has performed related work for in the past three (3) years.

Found in Appendix D.

Section 8: Non-Collusion Affidavit

Found in Appendix B.

Section 9: Signed Certifications and Representations of Offerors – Form HUD 5369-C.

Found in Appendix F.

Section 10: Proposal Letter

Found in Appendix H. Must be signed by a person or persons authorized to legally bind the proposer to enter into a contract.

The Contractor submitting the proposal that is most advantageous to the WPHA, price and other factors considered, shall be awarded the contract.

After proposals are received, they will be evaluated and marked according to applicable criteria. Interviews may be scheduled to meet and discuss proposals with bidders.

After all proposals are reviewed, evaluated and ranked, the WPHA will use the contract negotiation process to obtain the most highly qualified firm at a fair and reasonable price. The proposed agreement will include the final scope of work to be provided and all required responsibilities of the qualified licensed contractor.

Each firm submitting a bid is affirming their commitment to comply with the laws of the State of Missouri Fair Employment Practices and with all rules and regulations of the U.S. Department of Housing and Urban Development for Equal Opportunity and Non-Discrimination Practices.

The contract will be awarded to the highest ranked qualified firm, not on HUD's list of ineligible contractors or the WPHA's suspended and debarred list.

VII. EVALUATION CRITERIA

The WPHA will use the following selection criteria to select the top firm for the service contract. The selection criteria are based on a 100-point evaluation:

1. Professional Qualifications	20 Points
2. Experience	25 Points
3. Schedule of Performance/Description of Work	15 Points
4. Fee Schedule	35 Points
5. MBE/WBE/ Section 3	5 Points

The WPHA does business in accordance with the Federal Fair Law (The Fair Housing Amendment Act of 1988). The WPHA shall not discriminate against or in favor of any proposer on the basis of race, religion, sex or sexual preference, age, national origin, disability, or political affiliation.

The WPHA may select shortlisted firms to be invited to an interview to present their proposal. Shortly after which a final selection will be made and a contract awarded.

The West Plains Housing Authority Reservation of Rights:

The WPHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP processes anytime, if deemed by the WPHA to be in its best interest;

The WPHA reserves the right not to award a contract pursuant to this RFP;

The WPHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience, with or without cause, upon ten (10) days written notice to the contractor;

The WPHA reserves the right to inspect work at any time during the ongoing work;

The WPHA reserves a right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the WPHA.;

The WPHA reserves the right to negotiate the fees proposed by the bidder;

The WPHA reserves the right to reject and not consider any proposal that does not meet the requirements of the RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services;

The WPHA shall have no obligation to compensate any bidder for any costs incurred in responding to the RFP;

The WPHA should reserve the right to at any time during the RFP or contrasts to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.

Proposal Checklist

West Plains Housing Authority

Elevator Maintenance and Repair Services

Required	Requirement	Note
☐	Proposal Pricing Form	Appendix A
☐	Cover Letter	
☐	Qualification Questionnaire	Appendix C
☐	Relevant Experience	
☐	Insurance	
☐	Organizational Chart	
☐	References	Appendix D
☐	Non-Collusion Affidavit	Appendix B
☐	Signed Form HUD-5369-C, Signed Certifications and Representations of Offeror	Appendix F
☐	Proposal Letter	Appendix H

Appendix

Appendix A:
Proposal Pricing Form

Proposal Pricing Form

Proposal for: Elevator Maintenance and Repair Services

To: West Plains Housing Authority
302 Walnut St., Apt. 1000, West Plains, MO 65775

The undersigned proposes to perform the maintenance services as per the specifications dated July 2026 for a two-year period at the following costs:

Monthly Maintenance \$_____ x 24 = \$_____ (Total 2-year cost)

Elevator Technician \$_____ x 100 hrs. = \$_____ (Total 2-year cost)

Total anticipated 2-year cost \$_____
(\$_____) (in words-please print)

In the event a 5-year load test needs to be performed, the undersigned proposes a cost of \$_____ dollar per elevator during the entire contract terms including extensions, if any.

Elevator technician rates are four additional services not covered by the maintenance portion of the specifications only. 100 hours are estimated, used for bidding purposes only and in no way should be interpreted as guaranteed or implied.

Supplemental Work Price

Firm, Fixed Price per mechanic, at straight time hourly rate:	\$_____
Firm, Fixed Price per helper, at straight time hourly rate:	\$_____
Firm, Fixed Price per mechanic, at overtime hourly rate:	\$_____
Firm, Fixed Price per helper, at overtime hourly rate:	\$_____

Materials are to be furnished by the Contractor when needed and or requested by the WPHA and shall be at the Contractor's actual cost plus _____% (not to exceed 10%).

Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges. Also, the WPHA shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal.

The offeror acknowledges the receipt of the following addenda, if any, issued by the WPHA.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

This proposal is accompanied by:

Note: The above documents, together with this proposal form, are required by federal regulation to be submitted with the proposal. Failure to submit or complete any of the items listed above at the time offers are due may result in disqualification of the proposal.

In submitting this proposal, it is understood that the WPHA reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in prescribed form within 10 days after the contract is presented to them for signature.

Company Name: _____

Company Address: _____

Company Email: _____

Company Phone: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

Appendix B

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:
(Individual's Name)

That they are _____ of
(Owner, Partner or Officer)

(Firm Name)

the party making the foregoing proposal. That such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or persons, 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 persons to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost elements of said price, or that of any other bidder, or to secure any advantage against the West Plains Housing Authority, of any personal interest in the proposed contract; and, that all statements in said proposal are true.

Signed: _____

(Bidder, if bid is individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)

Subscribed and sworn to before me, this ____ day of _____, in the year 2026

Notary Public

My commission expires _____

Appendix C

Qualification Questionnaire

Qualification Questionnaire

Name of Offeror: _____

Address: _____

It shall be necessary for the offer to present evidence that they have been in business for at least three (3) years in this field and can submit a suitable record of satisfactorily completed similar contracts.

How many years have you been or engaged in business under your present firm or trade name? _____ Years

How many years has your organization been performing the work required under this contract? _____ Years

If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice President's name(s): _____

If a partnership, answer the following:

Date of organization: _____

Missouri elevator technician license number and effective date.

List employees holding Missouri elevator licenses and effective dates.

If the contract is awarded to your firm personally, who will personally supervise the work?

Are there any liens of any character filed against your company at this time? If so. Specify the nature and amount of the lien.

Give trade references.

(Signature of Offeror)

Appendix D

References

References

List at least three (3) references. Please fill out completely.

Reference #1

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email Address: _____

Reference #2

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email Address: _____

Reference #3

Company Name: _____

Contact Name/Title: _____

Phone Number: _____

Email Address: _____

Appendix E

Form HUD-5369-B, Instructions to Offerors Non-Construction

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Appendix F

Form HUD-5369-C, Certifications and Representations of Offerors

Non-Construction Contract

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Appendix G

Form-5370-C, General Conditions for Non-Construction Contracts

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 be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 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 public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(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 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.

(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 subcontractor/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 knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted 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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

(c) **Withholding for unpaid wages and liquidated damages.**

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Appendix H

Proposal Letter

Proposal Letter

West Plains Housing Authority
302 Walnut St., West Plains, MO 65775

Subject: Request for Proposal for Elevator Maintenance and Repair Services

In response to the above referenced Requests for Proposal (RFP) and in accordance with the accompanying instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the contract documents.

If recommended for a contract award, will provide the WPHA with all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for sixty (60) days after the proposal due date.

Further, the undersigned agrees to execute the WPHA prepared contract and provide all required Certifications of Insurance within 10 calendar days after receipt of the Notice of Award. The proposer represents that the following person(s) are authorized to negotiate on its behalf with the WPHA in connection with the RFP and will provide appropriate evidence of authorization upon request.

Printed Name	Title	Phone
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Printed Name	Title	Phone
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Printed Name	Title	Phone
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In addition to the formal certification provided. the Proposer certifies that it has:

A. Examined and is fully familiar with all of the provisions of the RFP documents and any amendments thereto;

B. Satisfied itself as to the requirements of the contract;

C. Carefully reviewed the accuracy of all statements shown in this Proposal;

D. Examine the experience, skill and certification requirements specified in the statement of work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements.

E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the work.

F. All WPHA contract terms and conditions are acceptable to the proposer.

Therefore, the undersigned hereby agrees that the WPHA will not be responsible for any errors and/or omissions of the proposal.

The undersigned acknowledges receipt, understanding and full consideration are the following amendment to the RFP document.

Amendment/Addendum Number(s)

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____

The proposer further certifies that.

A. The only persons, firms, corporations, joint venture/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the proposal forms; and

B. The proposal is made without collusion with any other person, firm, corporation, joint venture/partnership. and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: _____

Business Address: _____

Contractor's License No.: _____

License Expiration Date: _____

Classification Type: _____

Phone: _____

Email Address: _____

Signature of Authorized Official

Type or Print Name

Date

Appendix I

Sample Contract (Do Not Submit)

Sample Contract

For Elevator Maintenance and Repair Services Contract

This agreement made this ____ day of _____ in the year of 2026 by and between

Company Name

Address

Hereinafter called the “Contractor”, and the

West Plains Housing Authority

302 Walnut St. Apt. 1000. West Plains, MO. 65775

After hereinafter, called “WPHA”

Witnesseth that the Contractor and WPHA for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools, and equipment and shall perform and complete all work required for the monthly, semi-annual, and annual maintenance and as-needed repairs to the 2 elevators located at XXXXXXXXXXXX as per the specifications dated XXXXXXXXXXXX, which are incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. This contract shall extend for a period of two years. The contract shall be renewable for three (3) additional 12-month periods at the agreement of both parties and at rates adjusted for inflation and terms stipulated herein.

Article 3. Schedule and Coordination. The Contractor shall perform all preventative maintenance work beginning January 19, 2027. Once monthly, semi-annually and annually, as outlined in the specifications. The Contractor should perform monthly maintenance on all elevators before the 8th of each month and shall submit approved checklist and in before the 11th of each month. Payment for monthly, or other maintenance shall not be issued until checklists have been received, reviewed and rendered acceptable by WPHA.

Article 4. Notifications. It is the Contractor's responsibility to secure and pay for all permits and licenses, if any, in conjunction with this contract. Copies have said permits and licenses shall be forwarded to the WPHA.

Article 5. Compensation. WPHA shall pay the Contractor for the performance of this contract as identified in the Request for Proposals and the contractor's proposal dated XXXXXX, in current funds, subject to additions and deductions as provided. The total sum of Not to Exceed

(_____) (\$ _____. __) monthly for a two (2) year period, and at an hourly rate of (_____) (\$ _____. __) for additional as-needed repairs. In the event a five (5) year load test needs to be performed, the undersigned proposes a cost of (\$ _____) (\$ _____. __) per elevator during the entire contract terms including extensions, if any.

Elevator technician rates are four additional services not covered by the maintenance portion of the specifications only. 100 hours are estimated, used for bidding purposes only and in no way should be interpreted as guaranteed or implied.

Supplemental Work Price

Firm, Fixed Price per mechanic, at straight time hourly rate:	\$ _____
Firm, Fixed Price per helper, at straight time hourly rate:	\$ _____
Firm, Fixed Price per mechanic, at overtime hourly rate:	\$ _____
Firm, Fixed Price per helper, at overtime hourly rate:	\$ _____

Materials are to be furnished by the Contractor when needed and/or requested by WPHA and shall be at the Contractor's actual cost plus (____%). Request for payments of the Contractor's monthly maintenance work shall be made upon completion of satisfactory testing of the maintained units at each development, and upon submission of a satisfactory checklist as per the specifications.

All non-routine work invoices by the Contractor shall include the amount of hours being billed and shall also include a materials used portion with the Contractor's cost of materials plus (____%).

Request for payments for non-emergency, non-routine work should be made upon satisfactorily completed pre-approved work on applicable elevators. The Contractors shall first obtain approval via a purchase order from authorized personnel before performing such work, or payment may be declined. The Contractor shall also submit a work ticket signed by authorized WPHA personnel detailing the work performed, the time(s) of service, the parts used, and any of the pertinent information regarding the work performed on the elevator(s).

All emergency work shall follow the above procedure, and the Contractor need not obtain a purchase order if not possible. The Contractor must, however, submit a completed work ticket signed by authorized WPHA personnel for all emergency work.

Article 6. Termination of Contract for Cause. If, the Contractor shall fail unjustifiably to fulfill in a timely and proper manner their obligations under this contract or violates any statutes or regulations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the WPHA shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before effective date of the termination.

The WPHA shall have the benefit of such work completed up to the effective date of such termination, and the contractor shall be entitled to receive just an equitable compensation for such work.

Article 7. Termination for Convenience. The WPHA may terminate this contract in whole, or in part, whenever the WPHA determines that such termination is in its best interest. Any such termination shall be effective by delivering to the Contractor a Notice of Termination specifying the date upon which such termination becomes effective.

If the performance of work is terminated for convenience, either in whole or in part, the WPHA shall be liable to the Contractor for reasonable and proper cost resulting from such termination upon properly presented claim settling out in detail:

1. the total cost of the work performed to date of termination less the total amount of contract payments to the Contractor.
2. The cost, including reasonable profit, of settling and payment claims under subcontractors and material orders for work performed and materials and supplies delivered to the site.

Article 8. Subcontracting. The Contractor shall not enter into any subcontract with any subcontractor without prior approval of the WPHA and who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contract programs by any agency of the United States government or the State of Missouri.

The Contractor shall be fully responsible to the WPHA for the acts and omissions of their subcontractors, and for persons directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

Article 9. Indemnification. The Contractor will indemnify and hold WPHA and its Commissioners and employees harmless from and against liability, claims, damages, losses and expenses rising out of or resulting from performance of the work contemplated hereunder, provided that such liability, claims, damages, losses or expenses are attributed to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or part by the negligent or willful acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone of them for whose acts they may be liable, regardless of whether or not such liability, claim, damages, loss or expenses is caused in part the part indemnified hereunder.

Article 10. Contract Documents. Contract documents shall consist of the following component parts:

1. This instrument;
2. The Request for Proposal dated XXXXXXXX;
3. The Contractor's Proposal dated XXXXXXXX;
4. Form HUD-5370-C II, General Contract Conditions;
5. Addenda (if any).

This instrument, together with the documents enumerated in this Article form the contract, and they are fully a part of the contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed. Date and year first written above.

By:

Contractor Signature: _____

Contract Name (printed): _____

Title: _____

By:

Executive Director Signature: _____

Executive Director Name (printed): Mandy Pitts

Title: Executive Director