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Request for Proposals For Licensed Primary Radon Testers Radon Testing

Lee Summit Housing Authority
111 S.E. Grand Avenue
Lee’s Summit, MO 64063

ISSUE DATE: May 6, 2024

RESPONSE DEADLINE: May 15, 2024

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Lisa Dickerson
Executive Director

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PART 1 SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Lee’s Summit Housing Authority seeks to contract with an individual or entities to provide residential Radon measurement services for our Public Housing Developments of Lee Haven Apartments and Duncan Estates.

2. ABOUT THE LEE’S SUMMIT HOUSING AUTHORITY

MISSION STATEMENT

The mission of the Lee’s Summit Housing Authority is to fulfill the need for decent, safe and affordable housing for low to moderate income seniors and families residing in Lee’s Summit; to provide quality living environments; to create partnerships for affordable housing opportunities; to promote a people-oriented organization that encourages and supports the families we serve.

OUR VISION is to:

Create new communities where children, families, seniors, individuals with disabilities and veterans can increase their opportunity for a better life.

STRATEGIC GOALS

At HACLS, we believe that the heart of our mission is to help communities build upon their assets to create places with ready access to opportunities, goods, and services.

THE Strategic Goals of the HACLS include:

- Develop a reputation of effective leadership as an advocate for affordable housing.
- Collaborate with community organizations to expand the supply of affordable housing opportunities.
- Continue to improve operations necessary to remain a high-performing and financially strong organization – Protect and improve existing housing stock in the community.
- Foster the growth of our employees to promote an organization recognized for our integrity, accountability, and customer service.

(for more information visit <http://www.hacls.org>)

Lee’s Summit Housing Authority is a political subdivision of the State of Missouri as defined under Missouri Revised Statutes Chapter 99 Municipal Housing and funded by the United States Department of Housing and Urban Development (HUD) for the administration of affordable housing programs in Lee’s Summit and Jackson County Missouri. The agency’s mission is to advocate for affordable housing and respond to unmet housing needs through new construction, restoration of existing assets, and the pursuit of new development opportunities and partnerships.

Established in 1967, the agency administers HUD public housing and the Housing Choice Voucher/Section 8 Program to assist very low-income families, the elderly and the disabled to afford safe and sanitary housing in the private market. The agency began with 50 units of low-income public housing and has grown to 116 units currently. The voucher program today administers 649 vouchers with 450 partners, providing approximately \$5 million annually in rental assistance.

3. SCOPE OF SERVICES

Through the U.S. Department of Housing and Urban Development’s Office of Lead Hazard Control and Healthy Homes, the Healthy Homes Production Grant Program helps government create and implement programs to make homes safe, specifically by undertaking comprehensive programs to identify and remediate healthy homes hazards in eligible privately-owned rental or owner-occupied housing. In consultation with HACLS, the respondent selected pursuant to this RFP (the “selected respondent”) will be responsible for coordinating and conducting residential radon tests within the specified housing developments. HACLS may elect to select multiple respondents to ensure coverage. Radon testing must be in accordance with all State, local, and program policies which includes the following requirements:

Radon Test

- A Continuous Radon Monitoring device performing a short-term test must be used for each residential home assigned. The testing device must be listed with the EPA’s testing program and/or certified by the State of Missouri.

- Radon testing must be conducted according to the requirements of the current American National Standards Institute/ American Association of Radon Scientists and Technologists (ANSI/AARST) national consensus standard for the specific housing type.
- The Respondent must submit an electronic copy of the report to HACLS within 48 hours of collection of the testing device.
- Primary Testers, Laboratory Testers, and Mitigators report all radon activity to the **Missouri Department of Health** and Senior Services.

4. RFP TIMELINE

May 6, 2024	RFP released to the general public.
May 15, 2024	Respondent must submit its proposal by 5:00 PM EST in PDF format.
May 17, 2024	Tentative selection will be made by HACLS’s RFP Review and Selection Committee.
May 24, 2024	Tentative selection will be submitted to HACLS Executive Director and Contracting Officer for Approval.

PART 2 RFP PROCESS

1. SELECTION PROCESS

Evaluation of qualifications will be completed by HACLS. Respondent must be qualified, responsive, and responsible. Selection of a Respondent is at the sole discretion of HACLS.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Eligible Respondent Respondents must meet the following minimum requirements to be deemed responsive to this RFP:

- a. The Respondent has been credentialed by and is currently listed on the National Radon Proficiency Program (NRPP) or National Radon Safety Board (NSRB).
- b. The Respondent is a licensed radon tester with the State of Missouri.
- c. The Respondent must have and keep in force comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
- d. The Respondent has experience performing radon testing in accordance with the State of Missouri requirements.
- e. The Respondent has the knowledge, skills, and experience to perform radon testing in accordance with this HUD Healthy Homes RFP.

- f. The Respondent has the capacity to timely and effectively coordinate a radon test and provide professionally written reports as described in this RFP in a timely manner.
- g. The Respondent has the capacity to schedule and complete radon testing within two (2) weeks of receiving notice the test needs to be completed for an eligible household.
- h. The radon testing respondent has the capacity to conduct a retest of any unit where mitigation is required and submit the report to HACLS within 48 hours after the collection of the testing device.

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be HACLS's primary consideration in the selection process:

- 1. Compliance with requirements of this RFP
- 2. An assessment of the Respondent's ability to deliver the indicated services in accordance with the specifications set out in the RFP
- 3. Experience performing radon testing.
- 4. Ability to start providing services within a short time frame.
- 5. Ability to demonstrate an understanding of the State of Missouri radon rules, and HACLS program requirements.
- 6. Proof of Comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
- 7. Proof of current licenses with the State of Missouri.
- 8. Competitive fee.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

HACLS shall not award any contract until the selected Respondent has been determined to be responsible.

A responsible Respondent must:

- 1. Have adequate financial resources to perform the project, or the ability to obtain them.
- 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments.
- 3. Have a satisfactory performance record with HACLS.
- 4. Have a satisfactory record of integrity and business ethics.
- 5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 6. Have the necessary inspection, construction, and technical equipment and facilities, or the ability to obtain them.
- 7. Have supplied all requested information.
- 8. Be legally qualified to contract in the State of Missouri; and

9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in Section 2 of Part 2 of this RFP, entitled “Minimum Requirements/Responsive Respondent.” Therefore, Respondent must review Section 2 of this RFP very carefully before submitting its responses.

The Respondent must also submit the following:

1. Qualifications Coversheet and the Certification of Company located at the end of this RFP.
2. A copy of the Respondent’s Certificate of Existence issued by the Missouri Secretary of State.
3. Copies of all organizational staff radon licenses.
4. Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) designations, if any.
5. A copy of the Respondent’s System of Award Management (SAM) registration at www.sam.gov.
6. Proof of Comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
7. Fee schedule for providing radon testing. All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Respondent’s fee.

The template below should be used to indicate the Respondent’s Fee. Please note that HACLS may require a different service fee for these services. *The maximum fee allowed for a radon test is \$150.

Fees proposed must not exceed the fees the respondent typically charges for the same services. HACLS will consider whether the fee is competitive when selecting a respondent as specified in Part 2, Section 3 of this RFP.

SERVICES	FEE per activity	BUDGETED AMOUNT
Radon Test per unit		

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6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent’s proposal must be submitted via email.

All documents must be submitted in PDF only to:

Jeremy White
Director of Operations
Lee Summit Housing Authority
111 SE Grand Avenue
Lee’s Summit, MO 64063
Jeremy@hacls.org

Applications that miss the submission deadline and/or do not contain all the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

1. HOUSING AUTHORITY POLICIES

A. ETHICAL COMPLIANCE:

By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State and the Housing Authority.

B. PAYMENTS:

Any payments for services under any contract awarded pursuant to this RFP shall be paid by HACLS in arrears in conformance with HACLS’s fiscal policies and procedures and the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing. No payments will be made in advance of receipt of the goods or services that are the subject of any contract.

C. EMPLOYMENT ELIGIBILITY VERIFICATION:

The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project to certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.

D. CONFIDENTIALITY OF INFORMATION.

The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the HACLS.

E. ACCESS TO PUBLIC RECORDS:

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, HACLS will make an independent determination of confidentiality, and may seek the opinion of our legal Counsel. Prices are not considered confidential information.

The following information shall be subject to public inspection after the contract award:

1. The RFP.
2. A list of all vendors who received the RFP.
3. The name and address of each Respondent.
4. The amount of each offer.
5. A record showing the following:
 - a. The name of the successful Respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.
6. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

F. TAXES, FEES AND PENALTIES:

By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Missouri or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify HACLS of any such actions.

G. CONFLICT OF INTEREST:

Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. HACLS will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on HACLS, should HACLS select Respondent. Further, HACLS reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

H. APPEALS/PROTEST: Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- b. Unfair competition or conflict of interest in the decision-making process;
- c. An illegal, unethical or improper act; or
- d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five

(5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by HACLS will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. Procurement of Recovered Materials. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216).

a. Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain.
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

I. 2 CFR 200.322 Domestic preferences for procurements.

- a. To the greatest extent practicable under a federal award, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-

based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. Providing meaningful access to these program benefits and information to Limited English Proficient (LEP) individuals through language assistance strategies and services, in accordance with Title VI of the Civil Rights Act of 1964 and the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published on January 22, 2007, in the Federal Register (72 FR 2732).

K. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR 135.32, Section 3; see 24 CFR 75). Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) is applicable to grants funded under the HHP Program. Any contractor, subcontractor or sub-grantee receiving contracts under the HHP Program totaling more than \$100,000 must comply with the Section 3 requirements for any new training, hiring or subcontracting opportunities provided under those contracts.

L. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and its implementing regulations at 24 CFR 8, and Titles II and III of the Americans with Disabilities Act.

M. Section 508 of the Rehabilitation Act of 1973 and its implementing regulations regarding ensuring that electronic and information technology are accessible to individuals with disabilities.

N. Fair Housing and Civil Rights laws including the Fair Housing Act and related authorities (See 24 CFR 5.105(a)) and including affirmatively furthering fair housing.

O. Equal Participation of Faith-Based Organizations in HUD Programs and Activities (24 CFR 5.109).

P. Worker Protection Procedures. Applicants must observe the procedures for worker protection established in the HUD Guidelines, as well as the requirements of the Occupational Health and Safety Administration (OSHA) (29 CFR 1910, General Industry, and/or 1926, Construction, as applicable), or the state or local occupational safety and health regulations, whichever are most protective. If other applicable requirements contain more stringent requirements than the HUD Guidelines, the more rigorous standards shall be followed.

Q. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act — Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101), which includes requirements on executive compensation, and also requirements

implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.

R. HUD's Lead Safe Housing Rule (24 CFR Part 35).

S. The HUD Office of Lead Hazard Control and Healthy Homes policy guidance.

3. RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

A. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.

B. HACLS expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.

C. HACLS reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.

D. HACLS reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, HACLS may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.

F. In no event shall any obligations of any kind be enforceable against HACLS unless and until a written agreement is entered.

G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.

H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

I. HACLS reserves the right not to award a contract pursuant to the RFP.

J. All items become the property of HACLS upon submission and will not be returned to the Respondent.

K. HACLS reserves the right to split the award between multiple applicants and make the award on a category-by-category basis and/or remove categories from the award.

L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

M. The Respondent understands that HACLS will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to HACLS. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:

- i. Cease all activities with that Respondent.
- ii. Begin contract preparation activities with the next highest ranked Respondent.

N. Additionally, HACLS will not agree to any of the following terms or conditions:

1. Any provision requiring HACLS to provide insurance
2. Any provision requiring HACLS to provide indemnity
3. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Missouri
4. Any provision providing that suit be brought in any state other than Missouri
5. Any provision providing for resolution of contract disputes
6. Any provision requiring HACLS to pay any taxes
7. Any provision requiring HACLS to pay penalties, liquidated damages, interest or attorney's fees
8. Any provision modifying the applicable Missouri statute of limitations
9. Any provision relating to the time within which a claim must be made
10. Any provision requiring payment of consideration in advance
11. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act,
12. Any provision providing for automatic renewal
13. Any provision requiring HACLS to agree to limit the liability of the Respondent

4. QUALIFICATIONS COVER SHEET

Name of Individual,

Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

QUALIFICATIONS

Contact Person:

Title:

Email Address:

Phone:

Contract:

Signatory Authority:

Title:

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the HACLS on behalf of said organization.

18 U.S.C. § 1001, “Fraud and False Statements,” provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully:

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact.
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____