REQUEST FOR PROPOSALS (RFP) NO. 2018-1-1, Green PNA and Energy Audit
SAMPLE CONTRACT XXXX-XX-XX

This contract by and between the Housing Authority of the CITY OF LUBBOCK (hereinafter "HA"), and ___XXXXX_____, (hereinafter "the Contractor") is hereby entered into this **_XX___ day of _XX_____, 2016.**

Services pursuant to this contract shall begin on **the _____ day of _____, 2016, and shall end on the _____ day of _____, 20xx,** unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

ARTICLE I - STATEMENT OF WORK.

The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the contract to **Project Description** in strict accordance with the Scope of Work and Specifications incorporated herein by reference and made a part hereof.

Scope of Work

XXXXXXXXXXXXXXXXXXXXXXXXX

ARTICLE II - THE CONTRACT PRICE

The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the Sum of:

FY2018 **Fifty and No/100 Dollars ($50.00)**.

Contract Total $_____

A. ARTICLE III - PAYMENT

The contractor will allow Lubbock Housing Authority 30 days after turning in an invoice to Procurement, for payment, at which time Lubbock Housing Authority will contact the contractor to come in sign paperwork and pick up check.

ARTICLE IV - CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

A. This Instrument
B. General Conditions of the Agreement (HUD 5370-C)
C. Scope of Work and Specifications
D. Auditor's Engagement Letter

ARTICLE V – RENEWAL OPTIONS

Renewal Options: This contract is initially executed for services pertaining to FY_____ only. The HA shall retain the right to renew this contract, at the HA's option, for the two additional FY's named in the RFP Document that the HA received pricing for.

ARTICLE VI – APPLICABLE LAWS

B. **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

C. **Jurisdiction of Law:** The laws of the State of Texas shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Lubbock County, Texas is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

ARTICLE VII - REMEDIES FOR CONTRACTOR BREACH: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action. The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Form HUD-5370-C, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

ARTICLE VIII-TERMINATION FOR CAUSE AND CONVENIENCE: As detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work),* attached hereto.

ARTICLE IX-EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR 60-1-4B: Both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60-1.4(b).

ARTICLE X-COPELAND "ANTI-KICKBACK" ACT: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented in Department of Labor Regulations (29 CFR Part 3).

ARTICLE XI-Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of $100,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

ARTICLE XII-Debarment and Suspension No contracts or subcontracts shall be awarded to any party listed on the government wide Excluded Parties List System (www.sam.gov) in accordance with the guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. Names of suspended, debarred or otherwise excluded parties will be found at www.sam.gov.

ARTICLE XIII-BYRD ANTI-LOBBYING AMENDMENT: For any contract of $100,000 or more, the contractor and subcontractors shall file the certification required by this statute and associated regulations. 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ARTICLE XIV-ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE XV- REQUIREMENT FORTRAINING AND EMPLOYMENT OPPORTUNITIES FOR RESIDENTS IN THE PROJECT AREA

As detailed within Form HUD-5370-C, *General Conditions for Non-Construction Contracts,* attached hereto.

ARTICLE XVI - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor specifically indemnifies and holds harmless the Lubbock Housing Authority and its employees and agents from all claims, suits, actions, damages and loses arising out of the negligent acts, errors or omissions of the Contractor in the performance of this Contract.

This Instrument, together with the other documents stated in Article III, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first stated in Article III, shall govern, except as otherwise specifically stated.

CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By:_____ **Date:**_____
[Name], [Title]

Housing Authority of the City of Lubbock

By:_____ **Date:**_____
[Name], [Title]