



JHA Contract No. **C23-XXX**
Solicitation No. **XX-XXX-XX – [SOLICITATION TITLE]**

CONTRACT BETWEEN
The Jacksonville Housing Authority
AND
[VENDOR NAME HERE]

INTRODUCTION

This Contract by and between the Jacksonville Housing Authority (hereinafter "JHA"), and **[VENDOR NAME HERE]** (hereinafter "the Contractor") is hereby entered into this _____ day of _____ 20XX.

Services pursuant to this Contract shall begin on _____, and shall end on _____, 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 workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions:

- 1.1 Jacksonville Housing Authority (JHA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the JHA.
- 1.2 Contracting Officer (CO):** The JHA Contracting Officer, typically the JHA President and CEO, but may be another person delegated such authority by the President and CEO.
- 1.3 President and CEO:** The JHA's Executive Director.
- 1.4 Request for Proposals (RFP):** A competitive solicitation process conducted by the JHA wherein an award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment:

- 2.1 Scope of Services:** The services provided pursuant to this Contract generally consist of those services for the JHA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the JHA at the designated JHA community and facilities. In addition, the JHA shall retain the right to implement and/or enforce any item issued as a part of **RFP XX-XXX-XX**.
- 2.2 Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein and, in the **RFP XX-XXX-XX**.) without the receipt of an approved Notice to Proceed (NTP) from the authorized JHA representative.



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2.3 Cost/Value of Services:

2.3.1 Contract Value: The current total Not-To-Exceed (NTE) value of this Contract is:

\$ ENTER DOLLAR AMOUNT HERE
(SPELL OUT DOLLAR AMOUNT HERE)

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 Renewal Options: This Contract is initially executed for services for the period of 1 year with the option, at the JHA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

2.5 Time Performance: The Contractor will complete each assigned task as detailed within the **RFP XX-XXX-XX**. Any additional services outside of the scope in **RFP XX-XXX-XX** must be assigned with an approved Purchase Order (PO).

2.6 Billing Method:

2.6.1 To receive payment for services rendered pursuant to this Contract the Contractor shall submit a fully completed invoice for work previously performed to:

Jacksonville Housing Authority
Attn: Procurement Department
1300 N. Broad Street
Jacksonville, FL 32202

2.6.2 At a minimum, the invoice shall detail the following information:

- 2.6.2.1** Unique invoice number;
- 2.6.2.2** Contractor's name, address, and telephone number;
- 2.6.2.3** Date of invoice and/or billing period;
- 2.6.2.4** Applicable Contract No. **CXX-XXX**
- 2.6.2.5** Brief description of services rendered, including an applicable time frame, site name, and address at the approved rate (may be submitted in the form of a report);
- 2.6.2.6** The total dollar amount being billed.
- 2.6.2.7** Invoices must be submitted no later than 30 days after work is completed to be processed for payment.

2.6.3 The JHA will pay each properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid



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unless and/or until the Contractor complies with the applicable provisions of this Contract.

3.0 JHA's Obligations: Pursuant to this Contract, the JHA agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The JHA agrees to provide the Contractor with an approved Purchase Order assigning work to the Contractor that is outside of this Contract.

4.0 Contractor's Obligations: Pursuant to this Contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the JHA properties pursuant to this Contract.

4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that has been investigated, tested, and trained in the manner described within this Contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 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.

4.4 Insurance Requirements:

4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this Contract:

4.4.2.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$5,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The JHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.4.2.3 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this Contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits



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of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.4.2.4 Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 The Contractor shall provide to the JHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the JHA as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.

4.4.2.6 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the JHA:

**Colene S. Orsini
Procurement Supervisor
Jacksonville Housing Authority
1300 N. Broad Street
Jacksonville, FL 32202**

4.5 Licensing: The Contractor shall also provide to the JHA a copy of the required Duval County Business License. Failure to maintain this license in a current status during the term(s) of this Contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance:

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the JHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the JHA in writing within 5 days of such notification received will constitute a material breach of this Contract.

4.6.3 The Contractor further agrees to promptly disclose to the JHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this Contract.



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4.6.4 All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to JHA within the time periods required herein.

4.7 Confidentiality. The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor’s legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound by all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.8 No Smoking on Agency Property. The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that it’s employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Agency property at any time.

5.0 Modification: This Contract shall not be modified, revised, amended, or extended except by written addendum, executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The Agency acknowledges that such “unilateral addendum” must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Agency, and if the amended conditions cause the Contractor to be required to provide additional services, the Agency will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued (such “additional compensation” shall be negotiated pursuant to the approved hourly rate that the Contractor proposed in response to the RFP).



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6.0 Severability: The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws:

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

7.2 Jurisdiction of Law: The laws of the State of Florida 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 Duval County Florida 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's fees and costs incurred by such prevailing party. This Contract may be signed in counterparts.

7.3 E-Verify: In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, Contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to this Agreement and the Jacksonville Housing Authority shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

8.0 Notices, Invoices and Reports:

8.1 All notices, reports and/or invoices submitted to the JHA by the Contractor pursuant to this Contract shall be in writing and delivered to the attention of the following person representing the JHA:

Colene S. Orsini
Procurement Supervisor
Jacksonville Housing Authority
1300 N. Broad Street
Jacksonville, FL 32202
904-366-6078

8.2 All notices submitted to the Contractor pursuant to this Contract shall be in writing and mailed to the attention of:



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ENTER VENDOR INFORMATION HERE

9.0 Disputed Billings (Charges):

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work)*, in the event that the JHA disputes any portion of its billing(s), the JHA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The JHA's representative shall, within 10 days after the JHA's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the JHA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Florida Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Florida;

9.1.3.2 not pay the disputed charge and submit the matter to the Florida Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Florida;

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Florida Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Florida.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the JHA, the JHA shall pay the JHA's receipt of the decision. If the decision is in favor of the JHA, the Contractor will either:

9.1.4.1 clear the amount which is ordered from the JHA account; or

9.1.4.2 repay to the JHA the amount ordered;



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Either option shall be completed within 10 days after the Contractor's receipt of the arbitrator's decision.

10.0 24 CFR 200.326, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the JHA, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

10.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the JHA 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 JHA 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 (please note that the JHA has the right to issue unilateral addendums to this Contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the JHA shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the JHA shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

10.1.1 If the Contractor is in material breach of the Contract, the JHA may promptly invoke the termination clause detailed within Section No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work)*, 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.

10.1.2 Prior to termination, the JHA 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 JHA 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 JHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the JHA's alleged incorrect action(s).



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- 10.1.3** After termination, if the Contractor does not agree with the JHA'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 JHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the JHA's alleged incorrect action(s).
- 10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 10.2 Termination For Cause and Convenience:** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work), attached hereto. In addition to the immediate foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.
- 10.3 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.”
- 10.4 Davis-Bacon Act: as amended (40 U.S.C.3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations



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(29 CFR Part 3), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 10.5 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.
- 10.6 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.
- 10.7 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).
- 10.8** 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).
- 10.9 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 government



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wide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

10.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.

10.11 §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its 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 by 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.

11.0 Additional Considerations:

11.1 Right of Joinder:

11.1.1 Any political subdivision within the State of Florida (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded Contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions of the RFP documents, including the ensuing Contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded Contract. In the event the Contractor allows another political subdivision to join the JHA contract, it is expressly understood that the JHA shall in no way be



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liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

- 11.2 Non-Escalation:** Unless otherwise specified within the RFP documents, the unit prices reflected on the Contract shall remain firm with no provision for price increases during the term of the Contract.
- 11.3 Funding Restrictions and Order Quantities:** The JHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the JHA, if:
 - 11.3.1** funding is not available;
 - 11.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 11.3.3** the JHA's requirements in good faith change after award of the Contract.
- 11.4 Local, State, and/or Federal Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the JHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Taxes:** All persons doing business with the JHA are hereby made aware that the JHA is exempt from paying Florida State and Duval County Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Freight on Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the Contract.
 - 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized Contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the JHA may, at its option, rescind the finalized Contract under the default clause herein and seek compensatory damages as provided by law.



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11.8 Backorders:

11.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

11.8.2 Unless otherwise stipulated in the Contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the JHA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the JHA to do so.

11.9 Work on JHA Property: If the Contractor's work under the Contract involves operations by the Contractor on JHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the JHA's negligence, shall indemnify the JHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

11.10 Official, Agent and Employees of the JHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the JHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.11 Subcontractors: Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the Contract without the prior written permission of the CO.

11.12 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the Contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.13 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

11.14 Independent Contractor: Unless otherwise stated within the RFP documents or the Contract, the Contractor is an independent contractor. Nothing herein shall



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create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.15 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.16 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.17 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.18 Limitation of Liability: In no event shall the JHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

11.19 Indemnification:

11.19.1 The Contractor shall indemnify, defend, and hold the JHA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this Contract, (3) comply with the Florida Workers Compensation or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this Contract; provided, however, that Contractor will not be required to indemnify the JHA against any loss or damage which was specifically caused by the JHA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the JHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the JHA. If the Contractor shall fail to do so, the JHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental



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costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this Contract, which the JHA believes must be withheld from the Contractor to protect the JHA, may be retained by the JHA so long as it is reasonably necessary to ensure the JHA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the JHA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the JHA from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the Contract.

11.20 Lobbying Certification: By execution of this Contract with the JHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

11.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

11.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.



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11.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

11.21.1 Executive Order 11061, as amended, directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

11.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The JHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

11.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the JHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

11.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

11.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

11.21.6 HUD Information Bulletin 909-23 which is the following:

11.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

11.21.6.2 Clean Air and Water Certification; and,

11.21.6.3 Energy Policy and Conversation Act.

11.21.7 That the funds that are provided by the JHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

11.21.8 That none of the personnel who are employed in the administration of the work required by this Contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.



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11.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

12.0 Attachments:

12.1 The following noted documents are incorporated as a part of this Contract:

12.1.1 Included by reference is any document or clause issued as a part of RFP CS-002-23 that the JHA may choose to include at any time during the performance of this Contract or any options exercised thereto by the JHA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the JHA upon written request for such from the Contractor.

12.2 Please note that, in the case of any discrepancy between this Contract and any of the above noted appendices, the requirement(s) detailed within the body of this Contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).



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13.0 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:

ENTER VENDOR INFORMATION

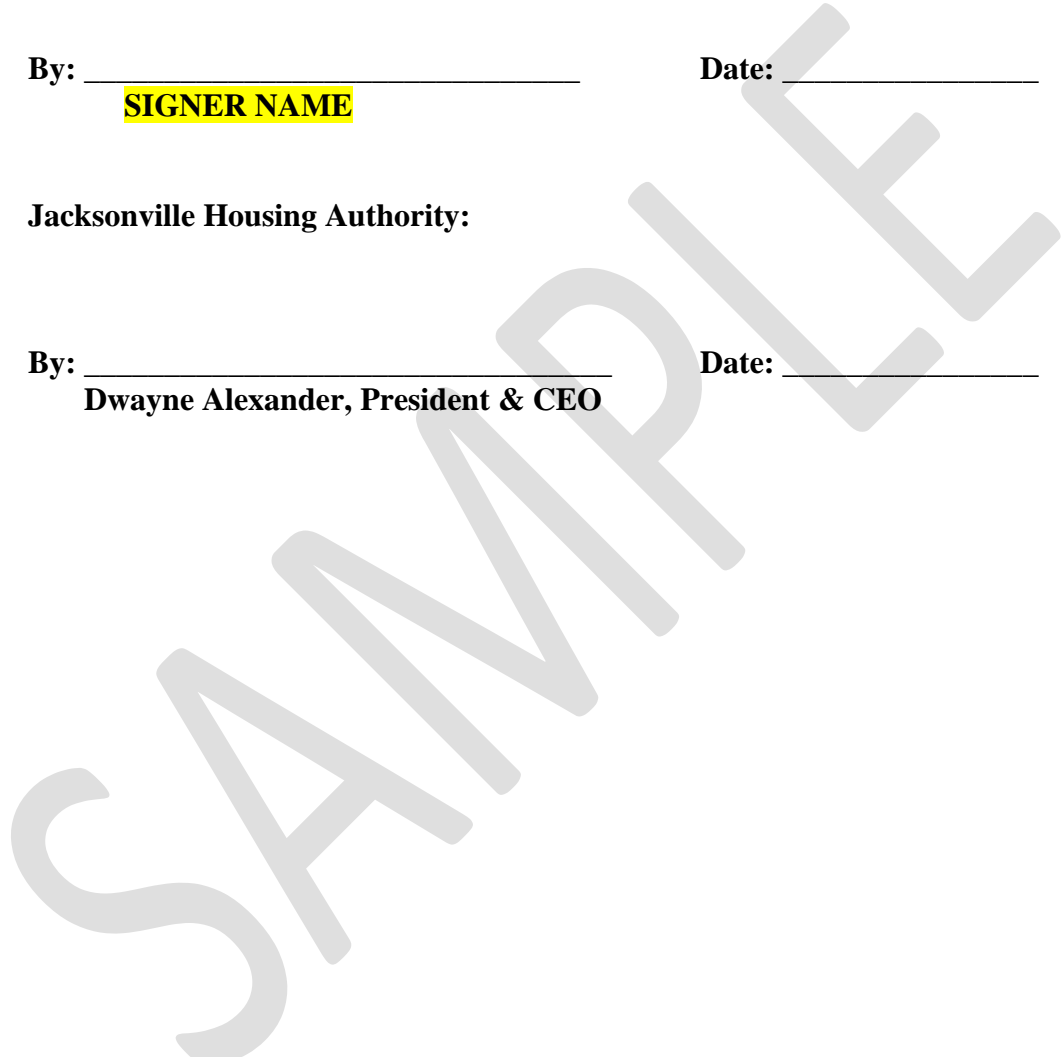
By: _____
SIGNER NAME

Date: _____

Jacksonville Housing Authority:

By: _____
Dwayne Alexander, President & CEO

Date: _____





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Exhibit A – Pricing Sheet (Attachment A1 from RFP XX-XXX-XX)

SAMPLE



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Exhibit B – Florida E-Verify Affidavit

SAMPLE