

Sample Contract Form between the Housing Authority of the City of Covington
and [Contractor]
(IFB Attachment G)

INTRODUCTION

This contract by and between the **Housing Authority of the City of Covington** (hereinafter “the Agency”), and _____, (hereinafter “the Contractor”) is hereby entered into this ____ day of _____, 2024.

Services pursuant to this contract shall begin on the ____ day of _____, 2024, and shall end on the ____ day of _____, 2024, 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 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.2 **Contractor.** The successful bidder that actually receives the contract award.
- 1.3 **Executive Director (ED).** The Agency ED.
- 1.4 **Housing Authority.** Any reference herein or within any Appendix to the “Housing Authority” or the “HA” shall be interpreted to mean the same as the Agency.
- 1.5 **Invitation for Bids (IFB).** A competitive solicitation process conducted by the Agency wherein award was completed to the responsive and responsible bidder that submitted the lowest calculated cost.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of IFB No. IFB24-002.
- 2.2 **On-going Pest Control Treatment.** The pest control services proposed shall include inspection and treatment, if necessary, to both the interior and exterior of a unit. NOTE: “If necessary” means to ensure that the unit is free of pests.
 - 2.2.1 **Method.** The Agency considers the services provided to be an Integrated Pest Management System; accordingly, the Agency anticipates that the Contractor will utilize “bait and trap” methods (including, but not limited to, gel baits, bait stations, broad spectrum residuals, and flushing agents), an/or utilize

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spraying if the “bait and trap” methods are not effective in eradicating the pests.

- 2.2.2 **Treatment Schedule.** Pest control services will be performed to both the interior and exterior of the unit/building on a bi-monthly (meaning, every two months) schedule.
- 2.2.3 **Products.** The products shall be applied in an effective manner in all rooms of the unit/area. Prior to contract execution, the Contractor shall be required to submit manufacturer’s specifications sheets and MSDS sheets for all of the materials he/she will utilize on our sites to provide the services; use of such materials may be subject to the Agency’s approval. All such materials used shall be EPA-approved.
- 2.2.4 **Pests and Rodents.** It is the Agency’s understanding and expectation that the services provided as detailed herein will be for the effective control of cockroaches, Asian beetles, box elder bugs, ants, mice, rats, and spiders (and all other household and/or crawling insects; not including bedbugs, which are covered in the following Section 2.3 herein).
- 2.2.4.1 The Contractor shall guarantee that the areas will be free of the noted pests or rodents for the 60-day period of time until the next application. The Agency realizes that the noted guarantees are contingent upon all units within a building being treated within the same general period of time.
- 2.2.4.2 Any other pests not named within the preceding Section 2.2.4 (i.e., fleas) will be addressed on an as-needed basis, and as assigned by the Agency.
- 2.2.5 **Notices from Contractor.** The Contractor shall keep the Agency contact person fully informed of all pertinent issues during the treatment process, and shall submit, in writing, within one (1) workday of discovery of such, notice of any and all problems relating to the treatment process or of any note-worthy conditions within the development that pertain to or affect the pest control treatment process.
- 2.2.6 **Completion of Work at Each Site.** Before beginning any treatment, the Contractor must arrive at the office to notify staff of arrival and to obtain a key for entry into units. At the completion of each treatment the Contractor shall obtain the signature of the Agency’s Maintenance Manager on the Contractor’s Work Order Form, thus affirming all work listed thereon was completed to the Maintenance Manager’s satisfaction. A copy of this form shall be submitted by the Contractor along with the billing invoice the Contractor submits to the Agency’s Accounts Payable Department for payment.

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- 2.2.7 **Vacancy Treatment.** The Agency may, from time-to-time, negate the effectiveness of the pest control treatment in a unit by painting over the treated areas. The Agency shall retain the right to require the Contractor to return to any such unit or area and again provide the treatment at the applicable unit price proposed for that unit/area.
- 2.2.8 **Entry into Units.** The Agency residents have been informed that they cannot deny entry to the pest control contractor. If such denial does occur, the Contractor must immediately (within one (1) hour) verbally inform the Agency Manager at that development of such; and then must follow up in writing within one (1) workday. The notice must be delivered to the Agency contact in writing within one (1) day even if the Maintenance Manager obtains entry for the Contractor.
- 2.2.9 **Additional Treatment Response.** In the event a unit/area is too contaminated and requires additional pest control services (to include pests, rodents, bedbugs, etc.), the Agency will notify the Contractor, who will respond to the unit/area in question within 48 hours for an inspection. Immediately following the inspection, an effective plan for the remediation will be established verbally with the Agency staff and then delivered in writing to the Agency CO within one (1) workday. The Contractor will then schedule the required pest control services with the proper Agency staff to occur within the next seven (7) workdays.
- 2.2.10 **Call-back Response.** The Contractor shall, if directed by the designated Agency representative, respond to the site within one (1) workday of being notified that corrections need to be made. All “call-backs” and ensuing additional treatment(s) during any guarantee period shall be at “no charge” to the Agency, unless an action by the or an Agency resident (i.e., denied entry; poor housekeeping; lack of action or response or by the Agency Maintenance Manager; etc.), documented by the Contractor at the original time of occurrence and delivered to the Agency in a timely manner, precluded the Contractor from being able to guarantee the original service—in this case the Contractor shall be entitled to additional payment for the additional service.
- 2.3 **As-needed Bedbug Treatment.** The Agency is aware there are a variety of bedbug treatments; however, it is the Agency’s desire the bidder will utilize the Heat Treatment Method (the removal of bedbugs on an as needed basis. In turn, the bidder will guarantee the effectiveness of this treatment and in the event a heat treatment will not be effective in a certain unit/property, the awarded bidder will discuss with the Agency and an agreed upon alternative method to be used and guarantee the removal of bedbugs.
- 2.3.1 **All-inclusive.** The Contractor shall furnish all labor, material, equipment, and supervision to perform a program of the elimination of bedbugs on an “as

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needed basis” in Agency units within all applicable local, State, and Federal requirements.

- 2.3.2 **As-needed Basis.** A program of bedbug elimination must be performed after bedbugs are discovered. All such individual services will be performed at the discretion of the Agency after issuance of a task order.
- 2.3.3 **Treatment.** Treatment of the infected areas shall be conducted on an as-needed basis only with the prior written approval of the Agency. Treatments shall be applied to all areas of the affected unit.
- 2.3.4 **Bedbug Management Plan/Protocol.** The Contractor’s Bedbug Management Plan/Protocol shall be submitted to the Agency within 30 days after contract execution. Acceptance of such plan/protocol shall be at the Agency’s discretion; revisions thereto shall be submitted by the Contractor to the Agency and shall also be at the Agency’s discretion. The plan/protocol shall include current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment. This report will be emailed to the Executive Director and CO.
- 2.3.5 **Equipment; Supplies; Materials.** As a part of the fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.

[Table No. 2]

(1) IFB Section	(2) Agency Site and Anticipated Schedule
2.4.1	Alcovy Apartments
2.4.1.1	180 housing units; main office building
2.4.1.2	Treated 6 times/year on the 1 st and 2 nd weeks of the month.
2.4.1.3	Treatment Schedule: January; March; May; July; September; November.
2.4.2	Taylor/Jackson Apartments
2.4.2.1	24 housing units
2.4.2.2	Treated 6 times/year on the 3 rd and 4 th weeks of the month.
2.4.2.3	Treatment Schedule: January; March; May; July; September; November.
2.4.3	Holmes Court Apartments
2.4.3.1	32 housing units
2.4.3.2	Treated 6 times/year on the 3 rd and 4 th weeks of the month.
2.4.3.3	Treatment Schedule: January; March; May; July; September; November.
2.4.4	Fowler Court Apartments
2.4.4.1	44 housing units; laundry building

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2.4.4.2	Treated 6 times/year on the 3 rd and 4 th weeks of the month.
2.4.4.3	Treatment Schedule: January; March; May; July; September; November.
2.4.5	New Leaf Center Apartments
2.4.5.1	28 housing units; classrooms, office, hallways, stairwells, bathrooms, and kitchen
2.4.5.2	Treated 6 times/year on the 3 rd and 4 th weeks of the month.
2.4.5.3	Treatment Schedule: January, March, May, July, September, November.

2.5 Cost/Value of Services.

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

\$____.____

2.5.1.1 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. Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

2.6 Renewal Options. This contract is initially executed for the period of one (1) year with the option, at the Agency’s discretion, of two (2) additional one-year option periods, for a maximum total of three (3) years.

2.7 Time Performance. The Contractor will complete each assigned task as assigned by the Agency.

2.8 Billing Method.

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

The Housing Authority of the City of Covington
Attn: Sherman Young, Contracts, Procurement & AP Manager
5160 Alcovy Rd. Covington, GA 30014
syoung@covha.com

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

2.8.2.1 Unique invoice number;

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- 2.8.2.2 Contractor's name, address, and telephone number;
- 2.8.2.3 Date of invoice and/or billing period;
- 2.8.2.4 Applicable Contract No.;
- 2.8.2.5 Applicable Purchase Order No.;
- 2.8.2.6 Brief description of services rendered, including applicable time-frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);
- 2.8.2.7 Task Order, approved by the Agency CEO;
- 2.8.2.8 Total dollar amount being billed.

2.8.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 Agency's Obligations. Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the Maintenance Manager.

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

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency 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 have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

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

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4.4 Insurance Requirements.

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

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

4.4.2.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

4.4.2.2 **Professional Liability Insurance.** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000;

4.4.2.3 **Automobile Liability Insurance.** 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 of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

4.4.2.4 **Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 **Certificates/Endorsements.** The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

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The Housing Authority of the City of Covington
Attn: Sherman Young, Contracts, Procurement & AP Manager
5160 Alcovy Rd. Covington, GA 30014
syoung@covha.com

- 4.5 Licensing.** The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses 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 Agency 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 Agency in writing within five (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 Agency 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 five (5) days of said actions shall constitute a material breach of this contract.
- 4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency 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

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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 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 or Vaping on Agency Property. The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that its 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, preferably 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 IFB).

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

7.2 Jurisdiction of Law. The laws of the State of Georgia 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 the courts of Newton County, GA 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

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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.

8.0 Notices, Invoices, and Reports.

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

**The Housing Authority of the City of Covington
Attn: Sherman Young, Contracts, Procurement & AP Manager
5160 Alcovy Rd. Covington, GA 30014**

or, if appropriate, e-mailed to: syoung@covha.com.

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

or, if appropriate, shall be e-mailed to: _____@_____.

9.0 Disputed Billings (Charges).

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within ten (10) days after the Agency'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 ten (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.

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9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within ten (10) days, the Agency shall, within ten (10) days thereafter, either (herein, "appropriate," at the sole decision and discretion of the Agency):

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate court in Newton County, Georgia; or,

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate court in Newton County, Georgia; or,

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate court in Newton County, Georgia.

10.0 **2 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 Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB 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 Agency 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 Agency 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 Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within ten (10) days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency 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 Agency may promptly invoke the termination clause detailed within Section 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)*, 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 Agency 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

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probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency 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 Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

10.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have ten (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 Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency'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 *Supplemental 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

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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 (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.

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- 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 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.

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11.0 Additional Considerations.

11.1 Right of Joinder.

11.1.1 Any political subdivision within the State of Georgia (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 IFB 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 Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

11.2 Non-Escalation. Unless otherwise specified within the IFB 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 Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

12.3.1 Funding is not available; or,

12.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.3.3 The Agency's requirements in good faith change after award of the contract.

11.4 Local, Georgia, and/or Federal Permits. Unless otherwise stated in the IFB documents, all local, Georgia, or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid 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 IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

11.5 Taxes. All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Georgia Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

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- 11.6 Government Standards.** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, Georgia, and Federal law concerning safety (OSHA) and environmental control (EPA, Local, and Georgia 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 bidder shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the IFB documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as 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 Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders.**
- 11.8.1** The CO must be notified in writing by the Contractor within ten (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 ten (10) days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 11.9 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency 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 Agency's negligence, shall indemnify the Agency, 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 Agency 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 Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any

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statement, representation or warranty made herein or in any connection with this agreement.

- 11.11 Subcontractors.** Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB 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 IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal, and Georgia 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, Georgia, 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 one party commences litigation 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 IFB documents or the contract, the Contractor is an independent Contractor. Nothing herein shall 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 Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

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11.19 Indemnification.

- 11.19.1** The Contractor shall indemnify, defend, and hold the Agency (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 Georgia "Industrial Insurance Act," or any other similar 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 Agency against any loss or damage which was specifically caused by the Agency 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 Agency, 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 Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental 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 Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency'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 Agency 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 Agency 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 about the contract.

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11.20 Lobbying Certification. By execution of this contract with the Agency 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.

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, which 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 Agency 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

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any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency 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; and,
 - 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 Agency 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.
- 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 Section 3 Clause. As detailed within 24 CFR §135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

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- 12.1 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.
- 12.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.
- 12.3 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 12.4 The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- 12.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 12.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 12.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for

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training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13.0 Appendices. The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 2]

Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
13.2	2	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section II—(With Maintenance Work)</i>
13.3	3	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.
13.4	4	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
13.5	5	The Low-income Resident Hiring Plan
13.6	6	Task Order Form
13.7	7	Scope of Work
13.8	8	The unit fee(s) that apply to each procurement that ensues from this contract

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13.9	Inclusion by Reference. Included by reference is any document or clause issued as a part of IFB No. IFB24-002, or within the Contractors bid submittal, that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency (NOTE: This inclusion shall be the unilateral right of the Agency and not the Contractor). 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 Agency upon written request for such from the Contractor.
13.10	Order of Precedence. 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).

14.0 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:

[The Contractor]:

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

The Housing Authority of the City of Covington:

By: _____ Date: _____
Shamica Tucker, Executive Director