



QUOTATIONS FOR SMALL PURCHASES

No. 02282024

Stillwell Towers PTAC Sleeve Assessment, Repair or Replacement

This Quotations for Small Purchases (QSP) seeks submittals from qualified, licensed and insured entities to provide the PTAC sleeve assessment repair or replacement at the Stillwell Towers building. It is the intent of the Agency to retain a Contractor to, pursuant to the requirements of this QSP and the ensuing contract, performance.

Prepared by:

Procurement Office
Housing Authority of Savannah
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SECTION 1: Introduction

1.1 INTRODUCTION

The Housing Authority of Savannah (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Savannah and Chatham County, Georgia. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Savannah, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 6 developments totaling 918 units of HUD public housing; (b) 4 Mixed-Finance / Mixed-Income developments totaling 654 units; (c) 350 Project-Based Rental Assistance (PBRA) Rental Assistance Demonstration (RAD) units; (d) 163 Project-Based Voucher (PBV) RAD units; and over 3,000 Section 8 Tenant Housing Vouchers. The Agency currently has approximately 90 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the Agency. All quotes submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

1.2 CONTACT/ACCESS INFORMATION AT A GLANCE

[Table No. 1]

AGENCY CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Earline W. Davis or her designee.]	Earline W. Davis, Executive Director
AGENCY CONTACT PERSON AS IT RELATES TO THIS QSP:	Carl M. Edwards, Procurement Administrator Telephone (912) 235-5800, x 115 E-mail: cedwards@savannahpha.com TDD/TTY: 800.545.1833 x 313
HOW TO ACCESS THE QSP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> 1. Access ha.internationalprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, please call customer support at 1/866/526-9266.
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE	Please see the following Section 6 on page 13 of this QSP Document

~ END OF SECTION 1 ~

SECTION 2: The Agency's Reservations of Rights

- 2.1 **Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.
- 2.2 **Right to Not Award.** Not award a contract pursuant to this QSP.
- 2.3 **Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 2.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) (hereinafter, "Contractor") shall provide the services called for in this QSP.
- 2.5 **Right to Retain Quotes.** Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of the Agency Contracting Officer (CO).
- 2.6 **Right to Negotiate.** Negotiate the fees proposed by the entity.
- 2.7 **Right to Reject Any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate or non-requested services.
- 2.8 **No Obligation to Compensate.** Have no obligation to compensate any Contractor for any costs incurred in responding to this QSP.
- 2.9 **Right to Prohibit.** At any time during the QSP or contract process, prohibit any further participation by a Contractor or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective Contractor is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual Contractor, of any responsibility pertaining to such issue.
- 2.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

~ END OF SECTION 2 ~

SECTION 3: QSP Intent and Notices to Contractors

3.1. QSP INTENT

The Housing Authority of Savannah (HAS) is seeking sealed quotes from qualified, licensed entities to provide an assessment of PTAC sleeves and the repair/replacement of any damaged sleeves.

The Contractor shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals and performing all work necessary for the Frazier Home Management Office Renovations in strict conformance with all of the Contract documents.

3.2. WRITTEN QUOTE

Contractors shall provide a written quote, fully compliant with all preceding instructions to HAS. Award may not be made to any Contractor who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its quote the ability to perform all contract requirements. Only information contained in a quote or furnished by Contractor during an oral presentation, if applicable, will be evaluated.

3.3. DISCLAIMER

This is a Solicitation only; it is not a contract. The HAS shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All quotes submitted to and accepted by the HAS shall become the exclusive property of the HAS and shall not be returned. The HAS reserves the right to reject any or all quotes in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the HAS. The HAS is under no obligation to any Contractor until a contract is executed for the Services described herein.

3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The HAS is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. All Solicitation Documents obtained from any source other than the HAS may be incomplete or incorrect. The HAS assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the HAS. All Solicitation Documents shall be posted on the eProcurement Webpage: www.housingagencymarketplace.com and the HAS website: www.savannahpha.com.

3.5. ACCEPTANCE

The submission of a quote shall constitute acknowledgement and acceptance by the Contractor of the requirements, specifications and terms and conditions specified herein.

3.6. RESTRICTED DISCUSSIONS

Contractors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the HAS except as expressly authorized herein. The HAS may, in its sole discretion, reject the quote submitted by any Contractor who is in violation of this provision. All verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the HAS's Procurement Office by phone (912) 235-5800 x 115 or by email cedwards@savannahpha.com.

~ END OF SECTION 3 ~

SECTION 4: Solicitation Schedule and Information

4.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. The HAS reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the HAS; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	February 28, 2024	at 9:00 AM
B. Site Visit: <i>See Subsection 4.2 for additional information</i>	March 11, 2024	at 10:00 AM
C. Contractors Questions Due in Writing: <i>See Subsection 4.3 for additional information</i>	March 12, 2024	by 5:00 PM
D. HAS's Answers to Questions Issued: <i>See Subsection 4.4 for additional information</i>	March 14, 2024	by 5:00 PM
E. Submission Deadline: <i>See Subsection 4.5 for additional information</i>	March 25, 2024	by 3:00 PM

4.2. SITE VISIT

A site visit will be held at the Stillwell Towers Building located at 5100 Waters Avenue Savannah Georgia 31404 on March 11, 2024 at 10.00 AM.

4.3. SUBMISSION OF QUOTE QUESTIONS

All questions regarding this Solicitation shall be submitted through the eProcurement system and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the HAS, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

4.4. HAS'S ANSWERS TO QUOTE QUESTIONS

The HAS's answers to questions submitted by Contractors will be posted by addendum on the noted internet system on the date specified in the Solicitation Schedule.

4.5. SUBMISSION DEADLINE

All submissions are due on March 25, 2024, by 3:00 PM, bids received after this deadline will not be accepted.

~ END OF SECTION 4 ~

SECTION 5: Project Information and Scope of Work

5.1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

The Agency is seeking quotes from qualified and licensed entities to provide the Agency with the following detailed services:

5.2. REQUIRED SERVICES

The successful Contractor will provide all materials, utilities, permits, fees, cost etc. and labor to perform a PTAC sleeve assessment and/or repair or replace damaged sleeves as detailed herein and within Attachment H- Scope of Services -Quote Sheet attached herein. An Agency representative will coordinate access to all areas of the building.

5.3 CONTRATOR RESPONSIBILITIES

A. Access for Emergency Vehicles.

The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to not interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

B. Communication.

The Agency contact person shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency contact person during or between visits; however, all requests for changes or decisions shall be submitted to the Agency contact person and approved by the Executive Director, or assignee, after receipt and consideration of written request from the Agency. The Agency contact person anticipates that it will typically make a decision in such matters within three (3) workdays of receipt, though such response timeframe may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only. At no time shall the Contractor or his/her staff communicate directly with Agency residents and/or the building tenant employees.

C. Background Investigation of Personnel.

The Contractor's personnel are in effect deemed to be agents of the Agency. All Contractors shall conduct a level of background investigations into its personnel's employment history, with emphasis on temperament, adherence to authority and conduct. The Agency shall have the right to, upon demand, review the results of such investigation. The potential Contractor's investigation shall include an authorization on criminal history check, irrespective of whether or not the candidate has declared that he or she has been arrested and/or convicted before. This criminal history check shall not be limited to local entries but shall include a nationwide search through appropriate sources once every twelve (12) months.

D. Debris.

The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of others (the public; Agency residents; etc.).

- a. All work areas must be kept sanitary and clean of any debris. Debris from work must be removed from any work area.
- a. The Contractor must examine the work area and determine any unsuitable work condition. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
- b. Any expense incurred for removal or replacement of debris required by the Agency due to Contractor created unsuitable conditions will be just cause for the Contractor to bear the expense.
- c. The Contractor shall provide a construction dumpster as needed to dispose of or remove all debris. The use of the Agency dumpsters is prohibited.

E. Hazardous Conditions.

Any hazardous or unsafe conditions observed by the Contractor and/or his/her staff or personnel shall be disclosed by the Contractor to the designated Agency staff person verbally within (2) hours and in writing within (24) hours of such observance.

F. Labor Rates All-inclusive.

Unless otherwise provided for herein, the labor fees submitted shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

G. "Or Equal" Specifications.

Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful Contractor may submit to provide an alternate product as long as such submitted alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for establishing design and quality standards" for the product identified. If a Contractor wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a Contractor with a listing of the "essential characteristics" for any such product (the Contractor may also, if he/she wishes, wait to see if the firm is the apparent successful Contractor then submit such written request after the quote submittal deadline when the Agency will evaluate such alternate products, if submitted).

H. Permits.

If required, the Contractor shall obtain all required permits pertaining to any assigned work. (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).

I. Prohibited Substances.

The HAS properties are a smoke free environment. The use of tobacco, illegal drugs, vaping or prescription drugs that would adversely affect the performance of the contractor, and/or alcohol is prohibited by the Contractor and his/her personnel on-site while performing services on Agency property.

J. Required Licensing.

The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Georgia. The license must be provided upon request by the Agency.

K. Safety Standards.

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any and all accidents or injuries shall be reported verbally within 2 hours and in writing within 24 hours of the occurrence to the designated Agency contact person.

L. Security During Work.

The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.

M. Temporary Facilities.

It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

N. Tools/Equipment/Materials.

The Contractor shall ensure at all times during the work that tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by an independent business with a lease to work in this building, it will be especially important that traffic areas are clear for access and egress.

O. Vehicle Identification:

When responding to calls on the HAS properties the Contractor's vehicles will have proper signage to denote the name of the company. This can be in the form of a name/logo decal or magnetic vehicle sign.

P. Warranty/Guarantee.

All work (non-construction related) provided by any Contractor pursuant to any contract that ensues from this QSP shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturer's warranty on a new system that the Contractor installs.

Q. Weekends.

Unless otherwise approved by the Agency in writing, the Contractor shall not perform any assigned work on an Agency property on recognized Federal or State holidays or weekend days (Saturday or Sunday).

R. Work Standards.

It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the Chatham County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

S. Weapons Prohibited.

The Contractor shall be responsible for ensuring that neither the Contractor nor his/her employees bring onto the Agency sites weapons of any kind, legal or illegal, including, but not limited to, firearms or knives.

~ END OF SECTION 5 ~

SECTION 6: Quote Format

6.1. QUOTE FORMAT

A. Required Documents.

As specified in Section 6.3. (A), Entry of firm-fixed fee below, the Contractor must submit pricing on-line within the eProcurement system. If a Contractor wishes to claim a Section 3 business preference (please see Documents 5.0 and 5.1 attached hereto), he/she must submit a fully completed Document 5.0 along with the additional documentation detailed therein, also via email to the email address stated below.

Carl M. Edwards, Procurement Administrator
cedwards@savannahpha.com

6.2 ENTRY OF QUOTED FEES

- A. The quoted fees shall be submitted by the Contractor and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs in any other manner (e.g. ground mail; delivery in person; fax; e-mail)—any Contractor that does so will be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of any related costs that the Contractor will incur to provide for the renovations as specified in the Scope of Work (Attachment E) attached hereto, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 2]

PRICING ITEMS	QTY	U/M	SERVICES DESCRIPTION
1	1	Each	Base Fee Per Unit: PTAC Sleeve Assessment
2	1	Each	Base Quote Per Unit: PTAC Sleeve Repair
3	1	Each	Base Quote Per Unit: PTAC Sleeve Replacement

6.3. ADDITIONAL INFORMATION PERTAINING TO THE ABOVE ITEM:

A. Entry of Firm Fixed Fees.

Contractors are required to enter where provided within the eProcurement system a reasonable and realistic cost for the fees listed within Table No. 2. Whereas no additional quote prices can or will be received after the quote submittal deadline, any Contractor that does not comply with this requirement may (and probably will) be rejected without further consideration.

B. Review the Entry of Proposed Fees.

The Agency strongly recommends that each Contractor, after entry of the quoted

fees within the noted eProcurement System, print the receipt provided and review the entry to ensure that the Contractor has entered the proposed fee correctly (the System will allow the Contractor to immediately re-enter the System at any time prior to the posted deadline to correct any such entry). The Contractor will NOT be able to correct this entry after the posted deadline has expired.

C. Davis Bacon Federal Wage Rates.

As detailed within pertinent HUD and Federal regulation, the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within Attachment E-4. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).

D. Submission Responsibilities.

It shall be the responsibility of each Contractor to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the QSP document, the documents listed within the following Section 6.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

6.4. CONTRACTOR’S RESPONSIBILITIES – CONTACT WITH THE AGENCY

It is the responsibility of the Contractor to address all communication and correspondence pertaining to this QSP process to the CO identified within Table No. 2 herein. Contractor must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the Agency to not consider a quote submittal received from any Contractor who may has not abided by this directive.

A. Addendums.

Unless otherwise instructed herein, all questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective Contractors (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the CO will NOT conduct any ex-parte (a substantive conversation— “substantive” meaning, when decisions pertaining to the QSP are made—between the Agency and a prospective Contractors when other prospective Contractor are not present) conversations that may give one prospective Contractor an advantage over other prospective Contractors. This does not mean that prospective Contractors may not call the CO— it simply means that, other than making replies to direct the prospective Contractor where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective Contractor’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective Contractors in writing by addendum.

6.5. CONTRACTOR’S RESPONSIBILITES – EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY.

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

A. Within 2 CFR §200.321 it states:

- a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- b. **(a)** The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. **(b)** Affirmative steps must include:
 - (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. Within HUD Procurement Handbook 7460.8 REV 2 it states:

- a. Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.
- b. Section 15.5.B, Goals. The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

C. Within our **Agency Procurement Policy** it states that our Agency will:

a. **Assistance to Small and Other Business, Required Efforts:**

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

6.6. RECAP OF ATTACHMENTS.

It is the responsibility of each Contractor to verify that he/she has downloaded the following attachments pertaining to this QSP, which are hereby by reference included as a part of this QSP:

[Table No. 3]

DOCUMENT NO.	ATTACHMENT	ATTACHMENT DOCUMENT
1.0	-----	This QSP Document
2.0	A	Profile of Firm Form (NOTE: This form will be completed by the successful quoter and delivered to the Agency within 2 business days after receiving notice that he/she is an apparent successful quoter).
3.0	B	Form HUD-5369 (10/02), Instructions to Bidders for Contracts, Public and Indian Housing Programs.
4.0	C	Form HUD-5369-A (11/92), Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs.
5.0	D	Section 3 Form Submittal Form (NOTE: This form only needs to be completed and submitted to the Agency by the Contractor prior to the submittal deadline IF the Contractor desires to claim a Section 3 Business Preference.)

5.1	D-1	Section 3 Explanation
6.0	E	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.
6.1	E-1	Sample Contract Appendix No. 1: form HUD-5370-EZ (3/2020), General Conditions for Small Construction/Development Contracts Public Housing Programs
6.2	E-2	Sample Contract Appendix No. 2: HUD92554M (Rev. 06/14), Supplementary Conditions of the Contract for Construction
6.3	E-3	Sample Contract Appendix No. 3: Form HUD-4010 (06/2009), Federal Labor Standards Provisions
6.4	E-4	Sample Contract Appendix No. 4: Davis-Bacon General Wage Decision No. GA 20230317, dated 07/21/2023.
6.5	E-5	Sample Contract Appendix No. 5: form HUD-92010 (3/2006), Equal Employment Opportunity Certification
6.6	E-6	Sample Contract Appendix No. 6: Section 3 Plan
6.7	E-7	Sample Contract Appendix No. 7: Contractor E-Verify Form
6.8	E-8	Sample Contract Appendix No. 8: HUD-50071
7.0	F	Sample Contract Appendix No. 9: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (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.)
8.0	G	Contractor/Subcontractor Employee Roster
9.0	H	Drawings and Specifications: (NOTE) In the case of any discrepancy or inconsistency between the information within these Specifications and within this QSP Document, or any of the Attachments identified within this Table No. 4, the requirements within this QSP Document and/or the Attachments shall take precedence over the requirements listed within the Specification.

***PLEASE NOTE: There may be additional HUD-required documents that pertain to construction-related issues that are not listed herein, such as documents pertaining to payroll issues; and by submitting a quote in response to this QSP the Contractor thereby agrees, if awarded, to complete and submit such documents as required by HUD.**

~ END OF SECTION 6 ~

SECTION 7: Quote Evaluation

7.1. NO PUBLIC OPENING.

After the quote submittal deadline all quotes received will be evaluated in private for responsiveness (e.g. meets the minimum of the requirements) and responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). Firms not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made). The Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Quotes received will be available for inspection by the public after the award has been completed.

A. Ties.

In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

7.2. RESPONSIVE EVALUATION.

Quote submittals received will first be evaluated in private for responsiveness (i.e. meet the minimum of the requirement). Contractors not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by the agency in a timely manner (in any case, in no less than 10 days after such determination is made).

7.3 RESPONSIBLE EVALUATION.

The Agency will evaluate each quote submitted as to responsibility (e.g. a contractor that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such Contractor has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with the award as detailed herein. If the Agency determines that such Contractor is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest Contractor.

A. Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

7.4. RESTRICTIONS.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoting entity will be excluded from participation in the evaluation. Similarly, all persons having ownership interest in and/or contract with a quoting entity will be excluded from participation in the evaluation.

~END OF SECTION 7~

SECTION 8: Solicitation and Contract Award Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF QUOTES

The HAS reserves the right: (i) to accept or reject any or all bids in whole or in part; (ii) to waive any technicalities or informalities in bids; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the HAS. The HAS may reject the quote of any Contractor in arrears or in default to the HAS on any contract, debt, or other obligation.

8.2. ACCURATE INFORMATION

The Contractor certifies that all information provided or to be provided to the HAS is true and correct and may be relied upon by the HAS in awarding the Contract. Any false and/or misleading information is cause for the HAS to reject the Contractor's quote or to terminate the Contract if awarded to the Contractor. Such rejection or termination shall relieve the HAS of any direct or consequential damages or costs incurred by the Contractor.

8.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Contractor to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

8.4. ALTERNATE QUOTES

The Contractor is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate bids for the Services shall be rejected as non-responsive and shall be removed from consideration.

8.5. CONFIDENTIALITY

- A. The HAS agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Contractor shall specify in writing to the HAS the information and/or material the Contractor deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Contractor agrees that all knowledge and information it may receive from the HAS or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the HAS Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the HAS as being "confidential" or "privileged".

8.6. ERRORS IN QUOTES

Obvious error(s) in calculations in any quote may not be corrected without the prior written

consent of the HAS and may be cause for the quote to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

8.7. LATE QUOTES

It is the responsibility of the Contractor to ensure the delivery of its quote by the Submission Deadline and to the location specified in Section 6.0 of this Solicitation. Any and all quotes delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any quote by way of facsimile is strictly prohibited; any and all quotes submitted as such shall be rejected as non-responsive. The HAS assumes no responsibility for any delays and/or errors in the delivery of a quote; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all quotes submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

8.8. MODIFICATIONS TO QUOTES

The Contractor may only modify its quote prior to the Submission Deadline and in accordance with and subject to the following:

- A. The HAS shall consider a modified quote as an entirely new quote and shall replace the original quote, which shall be deemed to be withdrawn and null and void.
- B. The modified quote shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a quote herein, the modified quote shall clearly be labeled "Modified Quote".

8.9. OPTIONAL GOODS AND/OR SERVICES

The HAS reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the HAS, and to negotiate the price of such goods and/or services with the successful Contractor or with another Contractor, whichever is determined to be the most advantageous to the HAS. While pricing for optional goods and/or services may be requested in this Solicitation, the HAS is under no obligation to consider such optional goods and/or services when selecting the successful Contractor unless otherwise stated.

8.10. SOLICITATION DOCUMENTS

The Contractor is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Contractor shall make an inquiry as to such meaning and/or intent. The failure of the Contractor to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Contractor of its obligations under the Contract, if awarded to the Contractor. The submission of a quote shall be taken as prima facie evidence of compliance with this provision and that the Contractor fully understands everything in the Solicitation Documents.

8.11. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the HAS Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

8.12. CONTRACT AWARD PROCEDURE.

If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

- A. By completing, executing and submitting a quote, the “Contractor is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the Agency, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments E and E-1 through E-8, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline.

8.13. CONTRACT CONDITIONS.

The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this QSP:

A. Contract Form.

The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments E and E-1 through E-8 each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the Contractor wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective Contractor to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the Agency’s response (decision), then that prospective Contractor shall be deemed ineligible to submit a bid.

a. Mandatory HUD Forms.

Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this QSP.

b. E-Verify Affidavit.

The Contractor must certify compliance with Georgia E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment E-7 to this QSP document. This 1-page Form will be fully completed and executed where provided thereon by the successful Contractor and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the bid submittal—only the awarded Contractor(s) will be required to do so as a part of the contract execution)

8.14. CONTRACT TERM AND PRICE ADJUSTMENTS

- A. The executed contract will initially be in place for the period of time that it takes the Contractor to complete the work (though some stated provisions will extend through the noted warranty period)

- B. Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful Contractor guarantees, by submitting a bid, that he/she will hold all costs for entire contract period unless at the discretion of the HAS a change is need/required to complete the project.

8.15. LICENSING AND INSURANCE REQUIREMENTS.

Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:

A. Workers Compensation Insurance.

An original certificate evidencing the Contractor's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

B. 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 \$2,000,000, 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;

C. Automobile Insurance.

An original certificate showing the Contractor's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$150,000/\$300,000 and medical pay of \$5,000.

D. City/County/State Business License.

If applicable, a copy of the Contractor's business license allowing that entity to provide such services within the City of Savannah, Chatham County, and/or the State of Georgia.

E. Certificates/Profile of Firm Form.

As it pertaining to insurance certificates and licenses, each Contractor is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful Contractor prior to contract execution).

8.16. RIGHT TO NEGOTIATE FINAL FEES.

The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated Contractor.

8.17. USE OF BROKER

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this provision, the HAS shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the HAS, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8.18. ASSIGNMENT OF THE CONTRACT

The HAS's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the HAS; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

8.19. CHANGES IN GOODS AND/OR SERVICES

The HAS, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the HAS from a change in Services shall be determined by mutual written agreement between the HAS and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the HAS unless made in writing and signed by the HAS and the Contractor.

8.20. CONTRACT ADMINISTRATION

- A. The Contract Administrator shall serve as the liaison between the HAS and the Contractor, and shall:
 - a. Have the authority to give direction to the Contractor, monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;
 - b. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B. The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives the HAS's rights under the Contract.

8.21. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the HAS and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the HAS and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the HAS Contracting Officer.

- B. The HAS Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The HAS Contracting Officer may consider any other information or written submissions from HAS employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The HAS Attorney may participate in the hearings to protect the HAS's interest.
- C. The HAS Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the HAS Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The HAS Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

8.22. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the HAS. The Contractor shall include a similar provision in all subcontracts.

8.23. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The HAS and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the HAS; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the HAS shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

8.24. FORCE MAJEURE

The HAS and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

8.25. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the HAS that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

8.26. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

8.27. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the HAS, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the HAS with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

8.28. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

8.29. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the HAS under the Contract. In no event shall the Contractor encumber any such goods delivered to the HAS with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the HAS with a Release of Liens from any subcontractor or other supplier.

8.30. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

8.31. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual

orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be

limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- a. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the HAS be declared void, ab initio, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the HAS or its officials or employees, and the Contractor may be declared ineligible for further contracts with the HAS.

- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to HAS Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the HAS Contracting Officer concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the HAS Contracting Officer may invoke the remedies set out.

8.32. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the HAS's solicitation or purchasing of equipment, goods or services from any other company or entity.

8.33. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the HAS and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the HAS.

8.34. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the HAS, State of Georgia and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the HAS deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

C. The Contractor shall include similar provisions in all subcontracts.

8.35. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the HAS.

8.36. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

8.37. TERMINATION

A. Termination for Cause

- a. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the HAS may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the HAS by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- b. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the HAS, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the HAS. The Contractor, however, shall not thereby be relieved of liability to the HAS for damages sustained by the HAS by reason of any breach of the Contract by the Contractor, and the HAS may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the HAS from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the HAS from terminating the Contract for such delay.

B. Termination for Convenience

- a. The HAS may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its sub-contracts and material purchase orders shall not result in any liability to the HAS for lost profits in conjunction with a termination for convenience.

- b. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the HAS's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The HAS shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the HAS may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the HAS. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 8 ~

SECTION 9: Special Terms and Conditions

9.1. PERSONNEL

A. Contractor's Personnel

- a. While on HAS property, the Contractor's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
- b. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any HAS equipment or facilities, unless identified herein, or loiter in the areas being serviced.
- c. The Contractor shall not allow any of its personnel to use tobacco products while on HAS property.

B. Unauthorized Personnel

The Contractor's personnel shall not be accompanied on HAS's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The HAS prohibits teenagers, minors, and children from working on HAS-owned property under the Contract. Unauthorized persons discovered on the HAS's premises will be immediately escorted off the property.

9.2. SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply with all Federal, State, County, HAS and local regulations pertaining to employee health and/or safety (i.e., MOSH, OSHA, DOT, etc.). If a safety concern of imminent danger is noted the HAS shall reserve the right to stop all work immediately until the safety concern is adequately addressed.
- B. All of the Contractor's personnel shall wear and/or use appropriate Personal Protective Equipment (PPE) in the performance of the Services. Any questions or injuries shall be brought to the attention of the HAS.

9.3. CONTRACTOR'S CAPACITY

The Contractor shall have the capacity to perform the work require under the contract. The HAS may request documentation to verify the Contractor's capacity during the evaluation process. The Contractor shall meet the following minimum capacity requirements:

A. Minimum Work Force / Staffing

Contractor will have the necessary staff to perform the contracted work. All staff shall have required licenses, certifications, insurance and necessary training to perform the Services.

B. Equipment

The Contractor shall own basic equipment required to perform the Services and shall have the capacity to rent equipment as needed.

Carl M. Edwards, Procurement Administrator
cedwards@savannahpha.com

9.4. **HOLIDAYS (OBSERVED)**

The HAS observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

9.5. **POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)**

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the HAS.

9.6. **UNAUTHORIZED USE OF HAS EQUIPMENT**

The Contractor's personnel shall be prohibited from, at any time, use of HAS equipment unless authorized by the HAS, including the use of non-pay telephones for any purpose's other than a local emergency call.

9.7. **WORK COORDINATION AND SCHEDULING**

- A. The Contractor shall coordinate safety meeting before starting of work to discuss everything from isolation to emergency responses/communication plan.
- B. If work requires shutting down utilities, HVAC equipment, or relocating adjacent occupied spaces, such work shall be discussed with HAS staff and develop a work plan. The Contractor shall be responsible for coordinating shutting down and restarting equipment and restoring utility services.
- C. Upon completion of the work under the Contract, the Contractor shall call for inspection, make corrections as required and submit invoice for payment. The invoice MUST reference the Contract number.
- D. The HAS must authorize overtime and emergency (if applicable) service prior to the commencement of the work under the Contract.

~ END OF SECTION 9 ~

SECTION 10: Required Forms

QUOTATION FOR SMALL PURCHASES (QSP)

NO. 02282024

**STILLWELL TOWERS PTAC SLEEVE
ASSESSMENT, REPAIR OR REPLACEMENT**

ATTACHEMNT A - H

**REQUIRED FORMS ARE PROVIDE AT THE
FOLLOWING WEBSITE:
Housing Agency Marketplace
<http://ha.internationaleprocurement.com>**