

**SAMPLE CONTRACT**

**Contract Between Housing Authority of the City of Laredo  
And  
Contractor/Consultant Name ("Contractor")**

This contract ("Contract") is entered into as of \_\_\_\_\_ ("Effective Date") by and between the Housing Authority of the City of Laredo, a public body, corporate and politic (hereinafter "LHA", or "Housing Authority of the City of Laredo") and Contractor Name (hereinafter "Contractor/Consultant Acronym"), a \_\_\_\_\_ organization.

**WITNESSETH:**

**WHEREAS**, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

**WHEREAS**, LHA issued a Request for Proposal for Project Description, RFP No. \_\_\_\_\_ (hereinafter referred to as the "RFP") to procure a productions agency to produce COVID-19 Education Videos for LHA; and

**WHEREAS**, Contractor/Consultant Acronym, submitted a proposal in response to the RFP; and

**WHEREAS**, LHA selected Contractor/Consultant Name to serve as LHA's Project Description agency specifically to provide services in connection with the RFP No. \_\_\_\_\_.

**NOW THEREFORE**, LHA and LFS, agree as follows:

**1. Overall Scope of Work**

Contractor/Consultant shall provide the Project Description for all work as described in the "Scope of Work" of the RFP as requested by LHA. The RFP including its Overall Scope of Work is attached hereto as "Exhibit A" and is incorporated herein in its entirety by reference. Work Authorization (WA) Form, attached hereto as "Exhibit B" will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

**2. Time of Performance**

The initial term of this Contract shall begin on the Effective Date for a period of \_\_\_\_\_ months. The term may not exceed \_\_\_\_\_ months from beginning date, unless authorized by the Board of Directors to extend the term of this contract.

**3. Compensation, Billing Rates, and Method of Payment**

A. Compensation. LHA shall compensate the Contractor/Consultant according to the Fee Schedule attached as "Exhibit C". LHA and the Contractor/Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Contractor/Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via e-mail to [accountspayable@larha.org](mailto:accountspayable@larha.org) with a copy to the Alma D. Mata, Executive Director at [amata@larha.org](mailto:amata@larha.org).

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by the Contractor/Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Contractor/Consultant only if such third Parties were retained by the Contractor/Consultant with prior approval of LHA.

B. Method of Payment. Contractor/Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Contractor/Consultant. LHA will not treat the Contractor/Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor/Consultant understands and agrees that it is the

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Contractor's/Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor/Consultant for the Contract services.

- D. Benefits. Contractor/Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

**4. Records for Audit Purposes**

Contractor/Consultant shall maintain all records concerning Services performed and for which Contractor/Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. Contractor/Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

**5. No Personal Liability**

No member, official or employee of LHA shall be liable personally to Contractor/Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to Contractor/Consultant or any successor or on any obligation under the terms of this Contract.

**6. Assignment of Contract**

Contractor/Consultant shall not assign this Contract, or any part thereof, without the prior, express, written consent of LHA.

**7. HUD Requirements**

Contractor/Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C .

**8. Indemnification**

Contractor/Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every

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kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's/Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further Contractor/Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and Contractor/Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

**9. Independent Contractor**

Contractor/Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor /Consultant and not as the agent or employee of LHA. Contractor/Consultant has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor/Consultant agrees to be solely responsible for all matters relating to payment of Contractor's/Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Contractor /Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

**10. Insurance and Bonding**

- A. Insurance Duration: Contractor/Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by Contractor/Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Contractor /Consultant required insurance (general liability, automobile, bond, builders risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFP.

**11. Conflicts of Interest**

LHA requires the Contractor/Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Contractor/Consultant may have or develop during the term of this Contract. At this time, Contractor/Consultant is not aware of any relationship with any other party interested in the subject matter of Contractor's/Consultant's services for LHA under this Contract, as provided in the attached Conflict of Interest Disclosure "Exhibit D". As long as Contractor's/Consultant's services for LHA continue under this Contract, Contractor/Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

**12. Nondiscrimination**

Contractor/Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor/Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

**13. Termination**

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate Contractor/Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

**14. Liquidated Damages**

Contractor/Consultant understand and agrees that the LHA may seek liquidated damages for a failure to perform and deliver a work product within the agreed upon timeframe, under the conditions of this agreement, unless otherwise approved in writing the LHA Executive Director or the Board of Commissioners. The daily liquidated damages rate to be accrued daily, billed weekly, and to be paid within 15 days of billing is **\$200.**

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**15. Non-Appropriations**

Contractor/Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Contractor/Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

**16. Compliance with Federal Regulations**

Contractor/Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

**17. Proprietary Interests**

Contractor/Consultant understands and agrees that the Contractor's/Consultant's work product (intellectual and material), including creative materials (brands,

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logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, plans, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by Contractor/Consultant without LHA's prior written consent.

**18. Miscellaneous Provisions**

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

***If to LHA:***

**Alma D. Mata**  
Executive Director  
Housing Authority of the City of Laredo  
2000 San Francisco Avenue  
Laredo, TX 78040  
Phone: (956) 722-4521

***If to Contractor:***

Contractor/Consultant Name  
Address  
City, State, Zipcode  
Phone

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and Contractor/Consultant. When the term "Contractor/Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Contractor/Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and Contractor/Consultant.

D. Entire Contract. This Contract represents the complete agreement between the Parties as to the matters described herein, and there are no oral understandings between Contractor/Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations,

arrangements, agreements and understandings between Contractor/Consultant and LHA with respect to the subject matter hereof.

E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Contractor/Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

I. Alternative Dispute Resolution. In the event of a dispute between the Parties regarding the interpretation of this Contract, the Parties may agree to mediation or another form of alternative dispute resolution.

J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

**\* The remainder of this page is intentionally left blank**



Contract No. \_\_\_\_\_

**IN WITNESS WHEREOF**, LHA and Contractor/Consultant have executed this Contract as of the Effective Date first above written.

**HOUSING AUTHORITY OF THE CITY OF LAREDO (“LHA”)**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONTRACTOR/CONSULTANT NAME (“CONTRACTOR/ CONSULTANT”)**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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Contract No. \_\_\_\_\_

**“EXHIBIT A”**

**“Project Description”**

**RFP No. \_\_\_\_\_ for Project Description.**

**The LHA procurement documents, including the Scope of Work outlined below,  
are hereby incorporated and made a part of this Contract.**

**Contractor/ Consultant Name (“Contractor/ Consultant”)**

**Overall Scope of Work**

**CONTRACTOR/CONSULTANT NAME (“CONTRACTOR/CONSULTANT”):**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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**“EXHIBIT B”**

**“Project Description”**

RFP No. \_\_\_\_\_ for Project Description.

**Contractor/ Consultant Name** (“Contractor/ Consultant”)

**Work Authorization (WA) Form # 1A**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated \_\_\_\_\_ made by and between Laredo Housing Authority, hereinafter called the "LHA", and Contractor/ Consultant Name of Laredo, Texas, hereinafter called “Contractor/ Consultant Acronym”.

**PART 1. Scope of Work.** The purpose of this Work Authorization is defined in the **WA Scope of Work** provided by the Owner in attached hereto as “**WA ATTACHMENT A**”.

**PART 2. Estimated Cost.** The estimated cost for services under this Work Authorization is \$\_\_\_\_\_ (amount). This amount is based upon the costs outlined in the **WA Estimated Cost Proposal** attached hereto as “**WA ATTACHMENT A**”. The LHA and LFS agree that additional work may be added through a separate work authorization.

**PART 3. Period of Service and Project Timeline.** The project term is 90 calendar days from the Work Authorization execution date, unless otherwise extended in writing by the Executive Director. The **WA Project Timeline** is attached hereto as “**WA ATTACHMENT A**”.

**PART 4: Liquidated Damages.** The daily liquidated damages for delay in performance and delivery is \$200, which will accrue daily, billed weekly, and to be paid by the Contractor/Contractor within 15 days of billing.

**PART 5: Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of \_\_\_\_\_ (date).

**CONTRACTOR/CONSULTANT NAME “CONTRACTOR/CONSULTANT ACRONYM”:**  
LHA:

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**EXECUTIVE DIRECTOR**

\_\_\_\_\_  
**DATE**

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Contract No. \_\_\_\_\_

**“WA Attachment A”**

**WA Scope of Work**

Description of Work Authorization Scope of Work.

**WA Cost of Proposal**

Authorization for \_\_\_\_\_ days: Estimated at \_\_\_\_\_ (amount).

Description	Rate
<b>TOTAL</b>	<b>\$</b>

**WA Project Timeline**

Work above to be performed over a \_\_\_\_\_ day period.

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Contract No. \_\_\_\_\_

**“EXHIBIT C”**

**“Project Description”**

**RFP No. \_\_\_\_\_ for Project Description.**

**Contractor/ Consultant Name (“Contractor/ Consultant”)**

**Fee Schedule**

Contractor will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to Contractor will be made as follows:

**CONTRACTOR/CONSULTANT NAME (“CONTRACTOR/CONSULTANT”):**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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**“EXHIBIT D”**

**“Project Description”**

**RFP No. \_\_\_\_\_ for Project Description.**

**Contractor/ Consultant Name (Hereinafter “Contractor/ Consultant”)**

**Conflict of Interest Disclosure Form**

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority's Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

**Contractor:** \_\_\_\_\_  
(Print name)

**Date:** \_\_\_\_\_

**Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:**

**Contractor's business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA's Conflict of Interest Policy as excerpted below:**

\_\_\_\_\_The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor's corporation, firm, partnership, or other business entity which has business dealing with the LHA.

**Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:**

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## **LHA Conflict of Interest Policy**

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

### **Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):**

\_\_\_\_\_The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

## **LHA Procurement Policies**

### **Principles and Standards of Conduct.**

Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

### **Conflicts of Interest.**

No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be

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involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e. "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e. spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**Gratuities, Kickbacks, and Use of Confidential Information.**

No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

**Prohibition against Contingent Fees.**

Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

**Suspension and Debarment.**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

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Contract No. \_\_\_\_\_

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

**CONTRACTOR/CONSULTANT NAME (“CONTRACTOR/CONSULTANT”):**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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