

# **OXNARD HOUSING AUTHORITY**

**Request for Proposals for**

**Fully Integrated, Web Based**

**Housing Authority Software**

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## Request for Proposal

The Oxnard Housing Authority (OHA) will receive Proposals for the following services:

To provide a Fully Integrated, Web based Housing Authority software system for the OHA. The specifications herein are intended to provide Offerors with sufficient information to enable them to prepare an acceptable response to this RFP.

Proposals will be received until:

**Closing Time:** 4:00 p.m. (local time)

**Closing Date:** January 6, 2025

**Where:** Oxnard Housing Authority  
435 South D Street  
Oxnard, CA 93030

**Phone:** (805) 385-7889

Proposals will be reviewed and evaluated on the criteria defined in Section C of the Request for Proposals (RFP) packet. A contract will be awarded to the most responsible offeror who has complied with the conditions of the specifications. **Proposals received after the stated closing time and date will not be considered.**

Proposals are available at (**city website**) or may be requested by email from: [rhonda.hodge@oxnard.org](mailto:rhonda.hodge@oxnard.org) Questions regarding the specifications should be directed Rhonda Hodge via email as well.

OHA reserve the right to reject any and all proposals, to advertise for new proposals or proceed to accomplish the award by any means determined to be in the best interest of the Authority.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by OHA. HUD reserves the right to review and approve the contract documents and the firm selected by the OHA.

The contract will be awarded on a fixed price basis for all requested services. Retail Sales Tax shall not be included in proposed costs.

## Section A Instructions to Offerors

### 1. Preparation of Offers

- A. Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- B. Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. The person signing the offer must initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the OHA.
- C. Offers for services other than those specified will not be considered.

### 2. Explanations for Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing **by close of business December 19, 2024**. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 3. Amendments to Solicitations

If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged, and in full effect.

### 4. Proposal Requirements

All proposals shall be submitted in the form prescribed by OHA in this Request for Proposal (RFP). Proposal forms must be signed by an individual authorized to execute contracts for the respondent in order to be accepted. Failure to include any of the following information could result in rejection of the proposal.

- A. Cover letter. An individual who is authorized to bind the vendor(s) contractually must sign the Cover Letter. The vendor must specify how long product and service pricing will be valid (a minimum of 90-days will be required). All firms providing a response should propose the latest computer technology, including a browser based product, hosted by the vendor, running Microsoft SQL database. **Please clearly specify (yes or no response only) if your proposed core application is browser based and runs on Microsoft SQL or comparable database.**
- B. A description of the offeror's experience with software implementation in providing technical support to their Public Housing Authority's clients. The statement of

experience should focus on the offeror's experience with the type of services outlined in this request. The statement should also include the experience of any sub-consultants the offeror proposed to use in the performance of the contract activities.

- C. A plan that describes the methodology for completing each item identified in the scope of work. The work plan should include a description of the tasks involved in completing each item, a time line for completion, the personnel assigned to each task as well as the number of hours staff will work on each task.
- D. Provide an organizational chart noting the firm's key personnel that will perform the work under the contract. Also, include key staff work experience relevant to completing the items identified in the scope of work.
- E. Data conversion – provide a description of the data conversion process, staff assigned to assist in the conversion, time line for conversions and the number of conversions.
- F. References – Vendor is required to submit a minimum of three (3) PHA customer references. The references shall, at a minimum, contain name of PHA, point of contact, phone number and email address.
- G. Price proposal – provide detail and summary of fees for each module required. Vendor can provide detailed cost as a supplement to proposal form.

## **5. Time for Receiving Proposals**

Proposals received prior to the closing date and time will be securely kept unopened. The contract officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specified time will be considered.

## **6. Proposal Withdrawal**

No proposal shall be withdrawn for a period of ninety (90) days subsequent to the opening of the proposal without written consent from OHA.

## **7. Proposal Submission**

Proposals must include all copies of OHA bid documents as attached and executed by the contractor must be submitted to the OHA **on or before January 6, 2025; no later than 4:00 p.m. (PST)** without exception, at the following address in order to be eligible for consideration:

Oxnard Housing Authority  
435 South D Street  
Oxnard, California 93030  
Attn: Rhonda Hodge

## **8. Late Submissions**

All proposals that are not received by the deadline will be considered late and will be returned to the proposer unopened. Submissions received by fax or email will not be accepted.

## **9. Evaluation of Proposals**

Within fifteen (15) days after receipt of proposals, OHA will conduct an initial review process in order to determine the responsiveness or non-responsiveness of submittals received.

After responsiveness has been determined, an internal Evaluation Team will perform the technical and price evaluation phase of the solicitation. The team will review and rate each proposal according to the Evaluation and Selection criteria established in Section C.

The Evaluation Team may or may not ask Respondents to participate in oral interviews/presentations. If oral presentations are held; price negotiations with, and contract award will be made to the Respondent with the highest points received based on the points received for the oral evaluation phase.

## **10. Negotiations with Selected Offeror**

Once the evaluation process is complete, OHA will negotiate with the highest ranked offeror. The negotiations will include defining the specific scope of work and performance period. If OHA and the highest ranked offeror fail to reach an agreement, the OHA may negotiate with the next highest ranked offeror, unless OHA determines that it is in its best interest to re-solicit for these services.

## Section B Scope of Work

### General Information

The Oxnard Housing Authority (OHA) is a Mid-Size Housing Agency located in Oxnard, CA and is operated under the U.S. Department of Housing and Urban Development. The OHA has approximately 50 full time employees and manages 552 Public Housing units, which it owns and operates. It administers approximately 1950 Housing Choice Vouchers, which included Project Based Vouchers (PBV), Emergency Housing Vouchers (EHV), Mainstream Vouchers (MS) and Veteran’s Affairs Supported Housing (VASH). Additionally, it manages several grant programs, including the Capital Fund Program for the modernization of Public Housing units, Family Self-Sufficiency and Resident Opportunity and Self Sufficiency (ROSS) for Service Coordinators.

### Scope of Services

OHA anticipates the use of system modules by staff, private management company employees, as well as current tenants, applicants, landlords, and others. The system needs to support the needs of all programs and organizations and provide data to support decision-making. We are interested in the following modules:

<ul style="list-style-type: none"> <li>• General Ledger</li> <li>• Accounts Payable</li> <li>• Accounts Receivable</li> <li>• ACH Payments to Landlords &amp; Tenants</li> <li>• Financial Reporting</li> <li>• Bank Reconciliation</li> <li>• Inventory and Fixed Assets</li> <li>• Budget Preparation and Controls</li> <li>• Utility Tracking and Management</li> <li>• Construction Management</li> <li>• Procurement including Purchase Orders and Requisitions</li> <li>• End-User Reporting</li> <li>• Contracts Management</li> <li>• Dashboards for Key Elements Processing and Reporting</li> <li>• Query and Analytics Tools</li> <li>• FDS, SEMAP, VMS (e-VMS) and PHAS Processing and Reporting</li> <li>• HQS &amp; UPCS (INSPIRE) Inspections/Mobile Capability</li> <li>• PIC File Generation (MTCS File) and transition to HIP</li> </ul>	<ul style="list-style-type: none"> <li>• Job Costing</li> <li>• Client Management &amp; Services (Applications, Wait list, Certifications, Social Services, Case Management)</li> <li>• Grants Management</li> <li>• Work Order Management/Mobile Capability</li> <li>• Property Management (leases, unit mgt, billing, inspections and maintenance)</li> <li>• HUD Program Reporting and Compliance</li> <li>• Web-based self service</li> <li>• Tax Credit Compliance</li> <li>• Rental Assistance Demonstration (RAD)</li> <li>• Project Based Vouchers (PBV)</li> <li>• Moving to Work (MTW)</li> <li>• Document Imaging</li> <li>• Bar Coding</li> <li>• Portability Functionality</li> <li>• Voucher/RFTA tracking</li> <li>• Tenant Screening Interface</li> <li>• Portals for Applicants, Residents and Landlords including Online Portals for Applications and Recertifications</li> </ul>
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Please note that the requirements listed above are the minimum acceptable requirements. Any additional system modules or features that are proposed should be listed separately as optional with itemized prices in the cost proposal.

As part of this software project, OHA expects to re-evaluate and modify its business processes in order to most efficiently incorporate the business logic included in the successful offeror's system applications. It is expected that the successful Offeror will have resources available to work with OHA on staff training, data conversion and business process redesign throughout the implementation process.

## **Vendor Information**

Please provide general vendor information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Identify the individual(s) in your organization who will be our contact(s) throughout the evaluation process. Please include name, title, hours of availability, mailing address, e- mail address and both voice and fax phone numbers as well as a brief bio.
- Describe your primary business. Provide a short history of your business, including when it was founded, any major milestone events.
- Discuss the factors that differentiate your system and service from systems and services offered by other Vendors.
- How many employees does your business have in each functional area that works solely in the HUD industry (sales, customer support, implementation, R&D, etc.)?
- How many customers do you have in total?
- Does your company market strictly to Housing Authorities? If not, what percentage is your company dedicated to HUD. What other markets do you provide services to?
- Does your company have a User Group? Please explain.
- How much does your organization spend annually for New Product Development?
- Are we required to attend any meetings, annual or training? Outline any costs involved, with an estimate for Travel in the Cost Section.
- How many times has your software changed in the past 5 years? Were there costs associated with these updates? Please outline the costs that were charged

## **Software Requirements**

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Does your system run on Windows?
- Does your system use Microsoft SQL, if not explain?
- Does the system have import/export capabilities? If so, please explain.
- Who is your closest client to our Agency?
- Does your database support transaction logging in order to quickly restore a full database backup easily?
- Does the system provide flexibility throughout to route inquiry requests directly to



the screen, printer, fax, e-mail, file, etc.?

- Does the system provide complete "Drill-Down" capability on-screen (summary level to transaction level) in all areas of the application?
- Do you support import and export capability of data to other commercially available packages such as Microsoft Excel and Word?
- Does your company have a Microsoft certified support team and what is their level of certification?
- System must include capability to attach electronic files, such as digital images and electronic documents, directly to specific entities, (i.e. applicant, landlord, unit, etc.) without using a separate application.
- Please describe system flexibility in adding user-defined fields. How many are available?
- Ability to automatically identify and warn user of similar entity names, aliases, and tax ID numbers as they are entered into the system?
- Does your system offer automatic notifications?
- How will our Agency have a voice in the future development of the product?
- Does the system allow users to continue to work while a check is being processed without disruption?
- Do you have an integrated Accounting Module?

## **Reporting Requirements**

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Do any letters or reports come with your system? Are there costs for additional letters or reports?
- What is the cost for each report and letter?
- Can standard users develop reports easily with your report writer or will they require assistance from systems personnel or a "power user"?
- The application must include a data mart-style system for easily collecting information in order to rapidly produce reports.
- Does the data mart have every table linked through a fact table to minimize joins?
- Does your report writer have the capability to export reports to spreadsheets, word processors or desktop publishing packages? Describe, in detail, how this is accomplished and which programs are utilized.
- Using the application, SEMAP indicators must be produced.
- Using the application, PHAS indicators must be produced.
- Do you have a VMS Report?
- Does the system provide reports required by HUD (e.g. 50058, 52580) and other federal programs (e.g. American Disabilities Act)? Please list/describe as appropriate.
- Describe how the HA can customize standard reports/letters in the system.
- Please describe system's data warehouse or report mart and costs.
- Please describe how your system will allow end users to change canned reports.

- Does your company provide Data Models and a Data Dictionary if required? Is there a cost?
- Within any screen in the system the user should have the ability to display field information; this field information should show the tables that make up that field along with the ability to copy the script to the report writer for easy to data for reporting.
- Does your system provide the FDS REAC report?

## **Hardware / Network / Hosting**

- Provide technical specifications on the preferred client hardware configuration including all components (e.g., CPU, disk, memory, workstation, peripherals, virtual, physical, etc.).
- Provide hardware information for Inspections and Work Orders. Provide the brand name and model with the detailed specifications of the device.
- Does your company provide the *Required* cloud hosted solution? If so, provide details as to security and locations of servers where data is stored.

## **Support Services**

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Describe in detail the customer support services that are provided by your company.
- Do you depend on a third party to support your software?
- Do I receive a certain amount of Support annually? Is there a cost for additional support?
- How many people are in your support department?
- Define how you calculate maintenance. Do we pay a fee per unit?
- If hosting, do you manage the servers or do you have a third-party company do it?
- Who provides security for Hosted Servers?
- Who is responsible for backing up database? Describe backup and disaster recovery as it applies to hosted environment.
- Will we be assigned an account representative who will work with us through implementation?
- Is a hotline telephone service part of your support? During what hours is this service available? Is there an additional charge for this service? How are support calls prioritized? Is there a 1-800 number provided? If so, is there a fee?
- Do you ever charge extra for telephone support if the reported problem is a customer / user problem and not a software problem?
- Does your standard maintenance agreement limit the number of calls or support hours a client may use without being charged additional fees?
- Can you provide 24 hour, 7 days a week support? If so, what is the additional cost?
- Do you provide a Web site with FAQs (Frequently Asked Questions), software

patches, device drivers, training videos? Is there a cost for these services?

- Is the documentation available on-line? How thorough is documentation? Do you have quick reference guides?
- Are all documentation updates associated with an enhancement or maintenance release provided as no additional charge?
- Describe your business' policy on modifications that might be made to your system by a customer after initial installation. What impact would such customer modifications have on your system's warranty? On future releases?
- Describe the process of how custom modifications to the software are handled within your organization and distributed to your clients.
- What is the ratio of Help Desk employees who are dedicated solely to PHA issues?
- Are vendor employees, including Help Desk, employees trained in the public housing industry, (outside of software specific)? Please explain:
- Does the vendor have staff dedicated to the understanding of HUD regulations?
- Does your company provide after-hours support? Please provide support hours.
- What is the average number of years your support staff technicians have a) worked for your company and b) been in the HUD arena?
- Describe your support after go-live.
- Is there a "cap" to your Annual Maintenance increases? Please explain and show increases in Cost section.

## **System Maintenance**

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Do you apply updates for us?
- Describe how your customers influence and contribute to the content of the enhancement update.
- What is your policy (and charges) for supporting new upgrades?
- Does your standard software maintenance program outline support call response times?
- Does participation with your standard software maintenance program guarantee unlimited lifetime version and platform upgrades of application software licenses, (excluding 3rd party products)?
- Does your standard software maintenance program guarantee e-mailed notification of changing HUD regulations to clients?
- Does your standard software maintenance program guarantee online auditing of all support calls?
- Please provide a copy of your most current Standard Software Maintenance Agreement with this proposal.

Does your website include (check all that apply):

- Comprehensive status of federally Mandated Changes

- Upgrades, Fixes and Enhancements
- Access to status of all events (viewing Licensee specific Support Events real-time and development status events real-time)
- Freely available User Manuals and Documentation
- Frequently Asked Questions page with the associated responses or answers
- Hardware configuration Documentation, including minimum requirements
- Company announcements
- List of Application Software Modules and Add-On Software
- Enhancement request listing including written description of specifications
- Custom Programming request listing including written description of specifications
- Free Training Videos

- Are product enhancements included in your support program?
- What is your policy regarding the support of earlier versions of your software?
- Was the vendor's standard maintenance agreement written in conjunction with the vendor's user group or by the vendor only?
- Does the vendor's standard maintenance agreement outline the terms for client enhancements and requests?
- Does the vendor's standard maintenance agreement guarantee that data conversion utilities will be made available to the HA at no cost should the HA upgrade currently licensed modules?

### **Implementation / Data Conversion**

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Describe your company's Data Conversion methodology?
- Describe your company's Implementation methodology?
- Describe your company's Training Plan. Is training onsite or remote? Are there annual fees?
- Provide a sample timeline that will show the steps through the implementation

### **Cost and Fees**

List in detail and summarize the costs and fees of obtaining and utilizing the system(s) described in your Proposal.

Please provide information and costs for a three (3) year period, for each of the following items:

1. Software Licensing Fees
2. Professional Services (Set-ups, Testing, Training, etc.)
3. Annual Maintenance
4. Software Installation and System Testing

5. Project Management
6. Annual Maintenance and any other annually recurring costs
7. Show all hours associated with Implementation items

**Current Hardware/Software Operating System**

Currently the Authority’s Yardi Voyager System is cloud host and there is no server hardware on premises. Operation’s core software is run on a Microsoft SQL Server.

The Authority's existing hardware & software configuration consists of:

**a) Hardware**

Server	Cloud hosted Yardi Voyager 7s SaaS (SQL Server, Web Server, and Report Manager) Hardware specifications not available.
Clients	Clients access application via Internet Cloud Personal Computers Windows OS, 16 GB RAM, 64 Bit.

**b) Software**

Personal computers	Windows 10,11/64 Bits Operating Systems Android & Mac OS
Remote	LAN and WAN clients connect to Yardi Voyager via Internet Using any of the following Internet Browsers: Google Chrome, Microsoft Edge, Firefox or Safari.
Application System	Yardi Voyager 7s Cloud

**c) Contacts**

Please direct all inquiries for additional information regarding the Oxnard Housing Authority to the following individuals.

Rhonda Hodge	Housing Finance Officer	(805) 385-7889
Gabriel Diaz	Computer Network Engineer	(805) 385-8172

The deadline for submitting such questions in writing is **December 19, at 4:00 p.m.** If in the Contract Administrator’s opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addenda that will be mailed to all individuals, firms, etc., having received this Request for Proposal from Housing and such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. Oral instructions or information concerning the specifications of the project given out by Authority managers, employees, or agents to prospective proposers shall not bind the Authority. All Addenda shall be issued by the Contract Administrator not less than five (5) calendar days prior to the proposal deadline.

Please direct any questions regarding additional clarification on the proposal requirements to Rhonda Hodge, Housing Finance Officer, who will be responsible for

insuring that your requests are addressed in a timely manner. Questions posed by you, and our responses, may be distributed to all responding vendors.

## Section C

### Evaluation and Selection Criteria

Offeror proposals will be evaluated based on responsiveness to OHA'S need for application software, a comprehensive implementation plan and on-going software support. Proposals shall be ranked based upon the offeror responsiveness to the items below. OHA'S objective is to select a reliable and experienced offeror capable of meeting its project objective within a reasonable time frame at the lowest possible cost.

Criteria	Points Available
<b>Experience</b> – This score will be determined based on experience with HUD requirements. Demonstrative experience of firm in providing computer systems to agencies of similar size and composition.	20
<b>Software Functionality</b> – Score will be determined from applicant's demonstrating that the proposed software meets the minimum requirements without modifications	20
<b>Implementation Methodologies and Data Conversion</b> – how applicant project plan maintains consistency for normal processing schedules. Also experience with PIC/UniData conversions and project management expertise.	20
<b>Application Software Support Services</b> – Score determined by applicant's services for on-going maintenance, methodologies of compiling and scheduling new releases and HUD mandated changes, support office locations and hours of operation. Technical abilities and PHA experience of the technical support staff will also be considered.	20
<b>Cost</b> - Determined from applicant's response on costs for the proposal including all software, licenses, technical support agreements, implementation, data conversion and project management services. Costs for technical support and licensing are to be provided for an initial five-year period.	20
<b>Total Points</b>	<b>100</b>

### Terms and Conditions

The following are terms and conditions to which the vendor must adhere:

1. The vendor must keep information both published and unpublished confidential and not disclose such information or make it available to third parties.
2. An officer of the business capable of binding the offer must sign proposals.

3. The Authority reserves the right to reject any or all responses to this RFP.
4. Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
5. The Authority strongly encourages the participation of Minority, Women and Emerging Small Businesses in this and all Authority projects, programs and services.
6. Costs incurred by the vendor in preparing or submitting the proposal are the responsibility of the respondent and will not be reimbursed by the Authority.
7. In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the Authority shall be final and binding upon all parties.
8. Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of the Authority.
9. A Proposer, submitting a Proposal hereby certifies that no officer, agent, or employee of the Authority has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
10. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the general or specific approval of the Authority.

### **Appeals**

Proposers may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the process, e.g., scoring by evaluators, is not appealable. The following procedure applies to applicants who wish to appeal a disqualification of proposal or award of contract:

1. Applicants shall submit appeal, in writing, to the Contract Administrator. Appeals must be received by the Contract Administrator no later than 4:00 p.m. on the fifth (5th) working day after the postmarked Notice of Award or disqualification.
2. Address appeal to: Appeal must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.
3. Appeals not filed within the time specified in paragraph 1. above, or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed.



**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. 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; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

Agreement No.

## SOFTWARE PURCHASE, LICENSE AND SERVICE AGREEMENT

This Agreement for Software Purchase and Service ("Agreement") is entered into in Ventura County, California, this 1st day of March, 2025, by and between the Oxnard Housing Authority ("Authority") and XXXXX ("Vendor"), subject to the following terms and conditions:

1. This contract is a firm-fixed price contract as defined by 2 CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8., rev. 2
2. Vendor shall provide to Authority services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.
3. Vendor shall provide such services according to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
4. This Agreement shall begin on March 1, 2025, and shall end on XXXXXXXX Authority may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination.
5. Vendor may not provide services under this Agreement until Authority has provided vendor with a written Notice to Proceed. Such notice shall specify the date services are to commence. No payments will be made to Vendor for services provided prior to the effective date of the Notice to Proceed.
6. Authority agrees to pay Vendor in an amount not to exceed \$ for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.
- 7.a. Vendor agrees to defend, indemnify, hold Authority, Authority's Commission, each Authority Commission member and all Authority officers, employees, representatives or agencies (collectively, the "Indemnified"), harmless from and against any 3<sup>rd</sup> party claims, liabilities, demands, actions damages (whether in contract or tort), and costs (including any litigation or arbitration attorney fees and costs) (collectively "liabilities") to the extent caused by Vendor or Vendor's agents, employees or subcontractors (i.e., in consideration of Vendor's and Vendor's agents, employees, or subcontractors comparative fault). Vendor's aforementioned agreement to defend, indemnify and hold harmless from and against liabilities to the extent caused by Vendor or Vendor's agents, employees or subcontractors shall apply to the extent caused regardless of the liability basis (i.e., negligence, intentional misconduct or strict liability).

b. Subject to section 7(c) Vendor's defense obligation per section 7 (a) shall arise when a liability claim is made, whether or not such liability claim results in a liability or damage determination to which Vendor's indemnification obligation per section 7(a) applies. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.

c. Vendor's obligation to defend, indemnify, and hold the indemnified harmless from and against liabilities per section 7(a) is conditioned upon the indemnifier's (i) prompt notification of the liability claim, (ii) ceding control over the defense and settlement of the liability claim to Vendor and Vendor's counsel, if and to the extent Vendor accepts the responsibility to indemnify and (iii) reasonable cooperation and participation in the defense of the liability claim.

## 8. Insurance

a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Insurance Attachment **INS-9**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Administrative Services Manager, unless the Administrative Services Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Administrative Services Manager evidence of insurance coverage as specified in Insurance Attachment **INS-9**. Evidence of insurance coverage shall be forwarded to the Administrative Services Manager, addressed as specified in Insurance Attachment **INS-9**.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

9. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of Authority.

10. Vendor shall not, without the written consent of Authority's Contracting Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations, including laws requiring the payment of prevailing wages. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City of Oxnard business license.

12. Services provided under this agreement are paid totally or in part by funding provided by the Department of Housing and Urban Development (HUD) and as such are subject to certain requirements of HUD as incorporated by this reference in full herein.

13. This Agreement may be amended only by a written document signed by both Authority and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: XXXXXXXX. Any notices to Authority may be delivered personally or by mail addressed to: Oxnard Housing Authority, 435 South D Street, Oxnard, CA 93030. Attention: Contract Administrator.

15. This Agreement constitutes the entire agreement of Authority and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

HOUSING AUTHORITY  
OF CITY OF OXNARD

XXXXXXXXXXXXXXXX

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Emilio Ramirez  
Housing Director

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XXXXXXXXXX  
XXXXXXXXXX

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

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Stephen M. Fischer  
Housing General Counsel

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Rhonda Hodge  
Housing Finance Officer



**INSURANCE REQUIREMENTS FOR VENDORS  
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Administrative Services Manager certificates of insurance with original endorsements effecting coverage required by this Attachment INS-9. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Administrative Services Manager. All certificates and endorsements are to be received and approved by the Administrative Services Manager before work commences. Authority reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Administrative Services Manager, addressed as follows:

Oxnard Housing Authority  
Rhonda Hodge  
435 South D Street  
Oxnard, California 93030

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Administrative Services Manager. The Administrative Services Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Attachment INS-9 or substitute forms containing the same information and acceptable to the Administrative Services Manager shall be used to provide the endorsements.**

5. The coverages provided to Authority shall be primary and not contributing to or in excess of any existing Authority or City of Oxnard insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Administrative Services Manager. At the option of the Administrative Services Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

# ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE  
 COMPANY LETTER **B**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE <b>\$1,000,000</b> PRODUCTS COMP/OP AGG. <b>\$1,000,000</b> PERSONAL & ADV. INJURY <b>\$1,000,000</b> EACH OCCURRENCE <b>\$1,000,000</b> FIRE DAMAGE (Any one fire) <b>\$</b> MED. EXPENSE (Any one person) <b>\$</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT <b>\$1,000,000</b> BODILY INJURY (Per person) <b>\$</b> BODILY INJURY (Per accident) <b>\$</b> PROPERTY DAMAGE <b>\$</b>
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE <b>\$</b> AGGREGATE <b>\$</b>
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT <b>\$1,000,000</b> DISEASE-POLICY LIMIT <b>\$1,000,000</b> DISEASE-EACH EMPLOYEE <b>\$1,000,000</b>
A	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**Oxnard Housing Authority**  
 Attn: Rhonda Hodge  
 Reference No. \_\_\_\_\_  
 435 South D Street  
 Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE OXNARD HOUSING AUTHORITY (the "Authority")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

**PRODUCER**  
  
Telephone: \_\_\_\_\_

**POLICY INFORMATION:**  
Insurance Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

**NAMED INSURED**

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage.  Per Occurrence  Per Claim \_\_\_\_\_ (which)

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the Authority unless checked here  in which case only the following specific agreements and permits with the Authority are covered:

**TYPE OF INSURANCE**

AUTHORITY AGREEMENTS/PERMITS

GENERAL LIABILITY  
 COMMERCIAL GENERAL LIABILITY  Claims Made  
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date \_\_\_\_\_  
 OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> GENERAL		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> PERSONAL & ADVERTISING INJURY		
<input type="checkbox"/> FIRE DAMAGE		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

Underwriter's representative for claims pursuant to this insurance.  
**CLAIMS:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the Authority, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Authority.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**  
  
**OXNARD HOUSING AUTHORITY**  
**Attn: Rhonda Hodge**  
**Reference No. \_\_\_\_\_**  
**435 South D Street**  
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**  
 Broker/Agent  Underwriter  \_\_\_\_\_  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
Signature \_\_\_\_\_  
(original signature required)  
Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Date \_\_\_\_\_ Signed \_\_\_\_\_

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT**  
**FOR THE OXNARD HOUSING AUTHORITY (the "Authority")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE  
(MM/DD/YY)

PRODUCER

Telephone:

**POLICY INFORMATION:**

Insurance Company:  
 Policy No.:  
 Policy Period: (from) (to)  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

NAMED INSURED

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_  
 coverage.  Per Occurrence  Per Claim (which)

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the Authority unless checked here  in which case only the following specific agreements and permits with the Authority are covered:

AUTHORITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the Authority, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Authority.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA000T (Ed. 6/92), code ("any auto"); or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

**OXNARD HOUSING AUTHORITY**

**Attn: Rhonda Hodge**

**Reference No. \_\_\_\_\_**

**435 South D Street**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

- Broker/Agent  Underwriter

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_ (Original signature required)

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Date \_\_\_\_\_ Signed \_\_\_\_\_