



Oakland Housing
Authority

June 2, 2014

Gentlemen/Ladies:

**SUBJECT: INVITATION FOR BIDS (IFB) NO. 14-002
Interior Paint**

The Housing Authority of the City of Oakland invites bids from qualified and licensed businesses to supply interior paint to the agency, pursuant to the attached specifications.

Bids will be accepted at 1801 Harrison Street, First Floor, Oakland, California until 10 a.m. (local time), June 30, 2014. Offers received after this date and time will be rejected without consideration.

Questions of a procedural nature may be directed to Kimberly Low at (510) 587-2128.

We look forward to receiving your bid.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Johnson", with a long horizontal flourish extending to the right.

Eric Johnson
Executive Director
Oakland Housing Authority
1619 Harrison Street, Oakland, CA 94612



Oakland Housing
Authority

INVITATION FOR BIDS (IFB)

#14-002

Interior Paint

IFB Issued	June 2, 2014
Pre-Bid Conference	June 13, 2014 @ 10:00 AM 1801 Harrison Street, First Floor Oakland, California 94612
Questions Due	June 17, 2014 by 4:00 PM
Email to:	ccgs@oakha.org (Indicate above IFB #14-002 "Interior Paint" in the Subject line)
Addendum Issued <i>(if applicable)</i>	June 23, 2014
Bids Due	June 30, 2014 @ 10:00 AM

Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority
1801 Harrison Street, First Floor, Oakland, CA 94612
e-mail: CCGS@oakha.org

Contact person for the above IFB: [Kimberly Low @ 510-587-2128](mailto:Kimberly.Low@oakha.org)

Oakland Housing Authority

INVITATION FOR BIDS (IFB)

IFB #14-002

Issued: 6/2/14

Interior Paint

The Oakland Housing Authority is inviting sealed bids to supply interior paint to the agency for a period of one year.

Oakland Housing Authority will award an indefinite quantity indefinite delivery contract to the lowest responsive responsible bidder.

How to obtain Bid Documents:

- 1) Copies of the specifications may be obtained (for a nominal fee) at the address listed below:

East Bay Blue Print & Supply Company
1745 14th Avenue
Oakland, CA 94606
Telephone: (510) 261-2990 / Fax: (510) 261-6077
Office Hours: 8 A.M. to 5:30 P.M.

OR

- 2) Bid Documents are available to download through the **Oakland Housing Authority website: www.oakha.net**. Select "Business Opportunities", "Procurement", "Current Bid Openings" and "Active Bids".

OR

- 3) Bid Documents are also available to download through the **DemandStar website: www.demandstar.com**. Select the "View Bid Opportunities" link and then log in as an Onvia DemandStar member to access the document.

OR

- 4) The bid documents are available to the public for review at the Oakland Housing Authority Contract Compliance office, 1801 Harrison Street, First Floor, Oakland, California. Please contact Kimberly Low @ 510-587-2128 to schedule a time to review.

Bids will be accepted until 10:00 AM, June 30, 2014. (No late proposals will be accepted.)

Pre-Bid Conference: 6/13/14 at 10:00 AM
1801 Harrison Street, First Floor
Oakland, CA 94612

Questions Due: 6/17/14 at 4:00 PM - Questions must be in writing, via email (ccgs@oakha.org)

Answers/Responses Posted: 6/23/14 at 5:00 PM (Addendum issued if applicable.)

DEADLINE DATE: 6/30/14 at 10:00 AM

Sealed bids must have the following information clearly marked and visible on the outside of the envelope: Name of Company, Address, Phone Number, Bid Number.

(Faxed or emailed bids will not be accepted, and postmarks will not be used to determine timeliness of bids.)

Please submit sealed bids to: Oakland Housing Authority
Contract Compliance and General Services Division
1801 Harrison Street, First Floor
Oakland, CA 94612

Documents (in the order of the IFB package)		MUST be submitted with Bid.
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EXHIBITS (FORMS/DOCUMENTS)		
A.	Specifications	
B.	Bid Form	√
C.	Qualifications Statement	√
D.	Profile and Certification Form	√
E.	Subcontractor Form	√
F.	U.S. Department of Housing and Urban Development – Certifications and Representations of Offerors (Form HUD-5369-C)	√
G.	Addendum Acknowledgement – To be posted on Website if applicable.	√
H.	U.S. Department of Housing and Urban Development – Instructions to Offerors Non-Construction (Form HUD-5369-B)	
I.	U.S. Department of Housing and Urban Development – General Conditions for Non-Construction Contracts Section I (Form HUD-5370-C)	
J.	Oakland Housing Authority Insurance Requirements for Contractors	
K.	Vendor Protests And Claims Procedures	

1. GENERAL INFORMATION

IFB Introduction: The Oakland Housing Authority (“Authority”) invites interested vendors to submit bids to be its exclusive supplier of interior paint for one year.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. The lowest responsive and responsible bidder will be awarded an exclusive contract for a one-year period, with the option to renew for two additional one-year periods.

For further information and/or updates on this bid or any other Authority projects, you may go to the Oakland Housing Authority website at www.oakha.net/ Select Business Opportunities/Procurement/Current Bid Opportunities/Active Bids.

Oakland Housing Authority Reservation of Rights:

- The Authority reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Authority to be in its best interests.
- The Authority reserves the right not to award a contract pursuant to this IFB.
- The Authority reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience.
- The Authority reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this IFB.
- The Authority reserves the right to negotiate the fees proposed by the proposer entity.
- The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The Authority reserves the right, at any time during the IFB or contract process, to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing and/or by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will

inform the CCGS Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

2. SCOPE OF WORK

The Oakland Housing Authority is seeking to purchase approximately 1,092 gallons of paint for the interior of its owned and managed units. Oakland Housing Authority has the option of having the paint delivered (at no cost) to the Authority location specified, or to be picked up by the authorized Authority staff at a local store.

Product Details:

Item #	Unit of Measure	Estimated Minimum Quantity	Description
1	Each	1,000 gallons	Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel 100% Acrylic Green Wise Certified Meets CARB VOC Limits Color: Navajo White
2	Each	92 gallons	Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel 100% Acrylic Green Wise Certified Meets CARB VOC Limits Color: Frost

Please refer to Exhibit A, for manufacturer’s specifications. The Authority will accept products that **are equal or better** than the specified brand. However, products other than the specified brand must be accompanied by specifications.

Funding Restriction and Order Quantities: The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority if:

1. funding is not available;
2. legal restrictions are placed upon the expenditure of monies for this for this category of service or supplies; or,
3. the Authority's requirements, in good faith, change after award of the contract.

Order Procedure: The Authority should be able to order in person, by telephone and through the internet, either by email or online ordering. At a minimum, the vendor shall provide a telephone service or "order desk" to receive calls for receiving and processing phone orders and providing advice and assistance. The order desk should be available from 8:00 a.m. to 5:00 p.m. on all business days except holidays. If the vendor offers an on-line ordering system, the vendor shall work with Oakland Housing Authority staff to establish protocols and train authorized staff on the on-line system.

When a task order (TO) is called in by authorized staff, the staff will provide the quantity, delivery/pick-up method, and the Authority contact name and telephone number to the vendor. The vendor shall respond to the order within 24 hours, with the confirmation of the quantity, service, delivery method, delivery address and date (if applicable), and estimated time of delivery. All TOs are subject to the terms and conditions of the contract. The contract shall prevail in the event of conflict with any TOs.

Order Period: The paint may be ordered during a period of 12 months beginning with the effective date of the contract, and in accordance with the bid specifications and other identified documents.

FOB Destination: FOB destination shall be required and shall mean that title to materials passes at the point of delivery.

Delivery Days: Delivery is desired within two (2) calendar days but shall not exceed five (5) calendar days from receipt of order. Bids offering delivery beyond the maximum number of days will be rejected as non-responsive.

Delivery Times: Paint shall be delivered to the specified location. Vendor must call the Authority contact on the TO the day before the scheduled delivery to confirm the date and time of delivery. If paint is delivered to an Oakland Housing Authority office, delivery will be accepted only between 8:30 a.m. - 12:00 p.m. and 1:00 p.m. - 3:30 p.m., Monday to Friday, inclusive, except holidays as defined below:

New Year's Day, Martin Luther King's Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. If a holiday should fall on a Saturday, the previous

Friday shall also be considered a holiday. If any of said holidays should fall on a Sunday, the following Monday shall also be considered a holiday.

Delivery Tickets: The vendor shall provide delivery tickets to be signed by authorized Oakland Housing Authority staff who will retain the original copies of the delivery ticket. The delivery tickets shall be uniquely numbered and shall contain the purchase order number, vendor code number, delivery date, delivery location, part descriptions, and quantities for each delivery.

Prices: Prices shall be firm for 365 days. The Authority will request the vendor to submit prices at least 60 days prior to the end of the contract in its decision to exercise the contract option.

Returns and Restocking:

1. Vendor Error: If product is rejected by Oakland Housing Authority due to a vendor error, the Authority will be fully reimbursed with no restocking charge. The vendor will pay for all shipping costs.
2. Failure to perform: If vendor presented a particular product as suitable and fit for the purpose describe in the IFB specifications or upon order by the Authority, and the product fails to perform as advised and/or specified, that shall be defined as a vendor error. No restocking charge shall be charged to the Authority. Also, if such fitness could not have been determined until the product had been in use, then the Authority may return the product opened and used within 30 days of receipt without penalty or charges due to the Authority.

Backorders: In the event that the vendor cannot deliver the materials, the Authority must be notified in writing by the vendor within five (5) days of any and all backordered materials and/or any incomplete services and the estimated delivery date. At the option of the Authority, any order that will take more than a maximum of 10 days past the original agreed upon delivery date may be canceled and ordered from another source.

Paint Recovery: The vendor will accept no more than 10 gallons of post-consumer paint each time from Authority staff at its retail stores, and at no additional charges to the Authority. If the vendor does not have any drop off sites, then it must provide the addresses of PaintCare® collection sites to Authority staff.

Sub-Contractors: The selected vendor may require the services of sub-contractors. The Authority will reserve the right to audit the financial records of the vendor and its sub-contractor(s). (Please submit the **Sub-Contractor Form** in the attached forms *if applicable*).

3. BID PROCESS

Pre-bid Conference:

The scheduled pre-bid conference is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last one hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference the Authority will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the Contracting Officer (CO) may require that some such questions are delivered in writing by the specified deadline for questions prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; the Authority may or may not distribute at this conference any copies of the IFB documents.

Questions:

All questions must be submitted in writing no later than the specified date and time on the cover, preferable via email to:

E-mail address: CCGS@oakha.org (Please indicate the IFB# in the "Subject")

Addendum:

All questions will be answered and responded to in writing by the specified date on the cover. The addendum will be posted on the Oakland Housing Authority Vendor Center website at www.oakha.net/ Select Business Opportunities/ Procurement / Current Bid Opportunities / Active Bids / Select the desired Bid#. No questions will be responded to after the question and answer period has expired.

During the IFB solicitation process, the CO will NOT conduct any *ex parte* (substantive) conversation. "Substantive" meaning, when discussions pertaining to the IFB are made between the Authority and a prospective bidder and other prospective bidders are not present, the conversation may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO; it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

4. BID SUBMISSION REQUIREMENTS

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

So that the Authority can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the following guidelines:

The following items must be submitted with your bid in the following order:

Minimum Requirements:

- A. Completed Bid Form

Required Forms / Documents (under "Attachments" section):

- A. Qualifications Statement
- B. Profile and Certification Form
The form must be completed and signed.
- C. Subcontractor Form
The Subcontractor Form must be completed to identify the tasks performed by vendor and if applicable, subcontractor(s).
- D. HUD Form 5369-C
Bidder must complete the U.S. Department of Housing and Urban Development – Certifications and Representations – Non-Construction Contract (Form **HUD-5369-C**) form furnished in this IFB.
- E. Addendum Acknowledgement Form
All applicable addendum acknowledgement form(s) must be submitted with the bid.

Bid Submission:

Responses to this solicitation will be accepted at the following location:

Contract Compliance and General Services (CCGS) Office
Oakland Housing Authority
1801 Harrison Street, First Floor
Oakland, CA 94612

Respondents must provide **one (1) original copy**, clearly marked "ORIGINAL" of the required submission. These must be submitted in an envelope or box marked with the appropriate IFB number and description. Failure to submit the copy as described and/or to clearly mark the bid may result in delay of bid acceptance.

Late bids will not be accepted. Postmarks will not be considered in determining if a proposal is submitted on time. Bids will be date and time stamped by CCGS staff and a receipt provided for the bid. Bids received after the published deadline will not be considered.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this IFB.

Submission Conditions:

DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, and if any additional marks, notations or requirements are entered on any of the documents, that bid may be invalidated. If, after accepting such a bid, the Authority decides that any entry has not changed the intent of the bid that the Authority received, Oakland Housing Authority may accept the bid and the bid shall be considered as if those additional marks, notations or requirements were not entered. By accessing the noted Internet system, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Authority delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

Bidder's Responsibilities — Contact with the Oakland Housing Authority:

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must comply with the requirements set forth in the IFB documents and/or any applicable addendum in writing.

5. BID OPENING

Public Opening:

At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the lump sum cost proposed. At the bid opening the Authority will only disclose the following information: (a) The company name of each bidder; (b) the total amount bid; and (c) the identity of the apparent low bidder. A copy of the bid tabulation or recap recorded may be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Authority will, at a later time, review all bids in detail and will, in a timely manner, notify any bidder ruled to be non-responsive or not-responsible (as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B). The Authority reserves the right to waive informalities and minor irregularities in the offers received. The results shall be posted on the Oakland Housing Authority Vendor Center website at www.oakha.net/ Select Business Opportunities/ Procurement / Current Bid Opportunities / Active Bids / Select the desired Bid#. Bids will be available for inspection by the public after the award has been completed. (In the case of ties, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection").

Responsive Evaluation:

After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum are deemed to be non-responsive and will be notified in writing by the Authority in a timely manner.

Responsible Evaluation:

The Authority will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the Authority the required services). If the Authority ascertains that the firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Authority may proceed with award. If the Authority determines that the firm is deemed to be not responsible, the firm will be notified in writing in a timely manner. The Authority will then proceed with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than \$50,000), the Authority may take such contract award to Oakland Housing Authority Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

6. CONTRACT AWARD

Lowest Responsive and Responsible Bidder:

Award of an IFB is made to the responsive and responsible bidder that submits the lowest bid/cost.

Contract Award Procedure:

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

- The selected bidder will receive a Purchase Order/Contract. For contract amounts above \$50,000, Board approval must be obtained. Therefore, there may be a period of time between the bid due date and issuance of the Purchase Order. Work may NOT commence without a Purchase Order and Notice to Proceed, (*see "Notice to Proceed" section below*).
- By completing, executing and submitting the Bid Form and required documents, the bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Authority, either in hard copy or on the noted Internet system, including any applicable contract agreement. Accordingly, the Authority has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the Authority has no power or authority to negotiate any clauses contained within any attached HUD documents.

Contract Terms and Conditions:

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

Contract Terms: The contract type will be a firm-fixed-priced unit-price Indefinite Delivery Indefinite Quantities (IDIQ) contract. At time of award the IDIQ contract will be funded to the successful offeror's total amount, and this sum shall be considered a Not-To-Exceed ceiling for the Task Orders to be issued against the IDIQ during the period of performance, which will be one (1) year, and at the Authority's option, to renew for two additional one-year periods.

Contract Form: As the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, the contract must comply with all applicable HUD requirements specified in HUD-5370-C General Conditions for Non-Construction Contracts-Section I. The vendor must also comply with all Authority requirements as applicable based on contract size which will be incorporated into any contracts awarded.

Oakland Housing Authority will not execute a contract solely on the successful bidder's form. Contracts will only be executed on the required Oakland Housing

Authority and/or HUD forms, and by submitting a bid the successful bidder agrees to do so (please note that the Authority reserves the right to amend the form(s) as deemed necessary). However, the Authority will, during the IFB process, (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request to do so. Failure of the Authority to include such clauses does not give the successful bidder the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective bidder to notify the Authority, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Authority's response (decision), then that prospective bidder's bid shall be deemed non-responsive.

Warranty/Guarantee: The vendor shall warrant all materials delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever for a minimum of 90 days after the date of final acceptance and without cost to the Authority for the materials or any other costs, except where longer periods of warranty of guarantees are specified.

Discount from Manufacturer List Pricing: The Authority will not accept requests to change discount rates below Retail List, except when more favorable to the Authority than the original contract. As list prices change, the net price to the Authority will automatically change in the same percentage as the discount rate to Authority.

Cost Reductions: Any cost reductions to the vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. The Authority will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price is accepted by the Authority and the contract is amended, the invoice may be rejected and returned to the vendor for corrections.

Assignment of Personnel:

The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in its best interest and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited:

The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the

successful bidder as a result of the proposed contract; either as determined by the CO.

Contract Service Standards:

All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7. NOTICE TO PROCEED

The vendor shall not ship any product without an approved and signed Purchase Order and "Notice to Proceed" from the authorized Oakland Housing Authority staff.

8. PAYMENT

All invoices to the Authority shall be itemized in the following manner:

1. Date of invoice;
2. Date of delivery;
3. Delivery location;
4. AMP # (if applicable);
5. Authorized Oakland Housing Authority staff who placed the order;
6. Purchase order number;
7. Part(s);
8. Quantity;
9. Unit Price;
10. Extension;
11. Discount;
12. Sales Tax; and
13. Total Price.

EXHIBIT A

Specifications

IFB #14-002 – Interior Paint



1650 ACRY-PLEX

100% Acrylic Interior Semi-Gloss Enamel

Product Description

A premium quality, interior, 100% acrylic semi-gloss enamel. Designed for use on properly prepared, new and previously painted interior wall, ceiling and trim surfaces. Provides a durable and washable finish when applied to gypsum wallboard, plaster, concrete, masonry, wood and hardboard. Excellent for commercial and residential application.

Performance Features

- Excellent Durability
- Excellent Adhesion over Aged Alkyds
- Excellent Uniformity & Touch-up
- Easy Application
- Good Block Resistance
- Low Odor & VOC
- USDA Acceptable

Compliance & Certification

- ✓ MPI Approved Product List #54
- ✓ Meets Green Seal GS-11 VOC Limits
- ✓ Meets LEED EQ Credit 4.2 VOC Limits
- ✓ Green Wise Certified
- ✓ Meets CARB VOC Limits
- ✓ Meets National AIM VOC Limits

Product Specifications

Resin Type:	100% Acrylic
Color Range:	White, off whites, custom colors.
Finish:	Semi-Gloss 45 - 55 @ 60° (MPI Gloss Level 5)
Drying Time: (75° F. & 50% R.H.)	To touch: 1 hour To recoat: 4 hours
Practical Coverage:	Approx. 320-400 sq. ft. / gal.
Recommended Film Thickness per Coat:	4.0 – 5.0 mils wet 1.6 - 2.0 mils dry
Weight per Gallon:	10.8 lbs.
Solids by Weight:	52%
Solids by Volume:	39%
Shelf Life:	2 years (unopened containers)
Sizes:	One and five gallon containers
V.O.C.	<100 Grams per liter
Clean Up:	Water

09 90 00 PAINTING AND COATING

Surface Preparation

General:

All surfaces must be cured, firm, dry and cleaned free of dust, dirt, oil, grease, wax, chalk, mildew or any other contamination or condition that would adversely affect the performance of the coating. Sand glossy, dense or glazed surfaces*. Certain hard and dense surfaces, such as laminates or factory finishes, should be primed with a bonding primer. Prime new surfaces with the specified primers.

**See warning for existing leaded paint under Precautions.*

New Surfaces: Surface must be clean, dry and dust-free. Patch imperfections with an appropriate filler. Plaster and Masonry should be thoroughly cured before painting. Ferrous metal should be primed immediately after surface preparation. Certain hard and dense surfaces, such as laminates or factory finishes, should be primed with a bonding primer. Prime with the product specified under System Recommendations.

Previously Painted Surfaces: Surface must be clean, dry and dust-free. Glossy surfaces should be sanded to a flat appearance. Be sure to remove sanding dust. Exceptionally hard existing coatings (i.e. aged alkyds, epoxies) may require a bonding primer. Patch imperfections with an appropriate filler. Spot prime unpainted areas or prime entire surface with a universal acrylic primer such as Kelly-Moore 295 Uni-Prime All-Purpose Primer.

Continued Next Page

1650 ACRY-PLEX (cont.)

System Recommendations

Wallboard, Plaster, and Masonry:

PRIMER: 973 Acry-Plex Zero VOC Interior Wall Primer & Undercoat
OR: 971 Acry-Plex Interior PVA Primer/Sealer
OR: 972 Acry-Plex Interior High Hide PVA Primer Sealer

Wood:

PRIMER: 973 Acry-Plex Zero VOC Interior Wall Primer & Undercoat
OR: 975 Acry-Plex 100% Acrylic Interior Enamel Undercoat

Aluminum, Ferrous or Galvanized Metal:

PRIMER: 1725 Acry-Shield 100% Acrylic Metal Primer

Difficult Adhesion Surfaces (tile, laminate, factory finishes, etc.):

PRIMER: 295 Uni-Prime All-Purpose Primer
OR: 287 Kel-Bond Adhesion Plus

FINISH: 1650 Acry-Plex 100% Acrylic Interior Semi-Gloss Enamel

Application: Brush, Roll, or Spray

Brush: Use synthetic bristle brush.

Roller: Use 3/8" to 3/4" nap quality roller cover, depending on surface profile.

Spray: Airless sprayer is recommended. Use .015 to .017 orifice tip. For HVLP or Conventional sprayers please consult sprayer manual for latex enamel recommendations.

Do not apply when material, air, and/or surface temperature is below 50°F or above 90° F. Stir thoroughly before and during use. Maintain a wet edge to avoid lap marks.

Store at room temperature. Keep from freezing.

Thinning

Apply at can consistency. If thinning is necessary to maintain workability, do not exceed one-half pint of water per gallon.

Precautions

WARNING! If you scrape, sand or remove old paint from any surface, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a wet mop or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S. EPA/Lead Information Hotline at 1-800-424-LEAD (5323) or log on to www.epa.gov/lead.

Avoid contact with eyes, skin and clothing. Do not take internally. Wash thoroughly after handling. Close container after each use. For additional safety information consult the Material Safety Data Sheet for this product.

USE ONLY WITH ADEQUATE VENTILATION.

KEEP OUT OF REACH OF CHILDREN.

Proper Disposal

For proper disposal of excess material, please contact your local city or county waste management agency.

Limited Warranty: The statements made on this bulletin, product labels or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly-Moore Paint Company, Inc., does not make nor does it authorize any agent or representative to make any warranty of MERCHANTABILITY OR FITNESS for any purpose or any other warranty, guarantee or representation, expressed or implied, concerning this material except that it conforms to Kelly-Moore's quality control standards. Any liability whatsoever of Kelly-Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.

KELLY-MOORE PAINT COMPANY INC. • 987 COMMERCIAL ST. • SAN CARLOS, CA 94070
Technical Assistance 888-M R-PAINT www.kellymoore.com

MATERIAL SAFETY DATA SHEET

1. Product and Company Identification

Material name 1650 ACRY-PLEX SEMI-GLOSS ENAMEL 121 LIGHT BASE
Version # 01
Revision date 01-26-2011
CAS # Mixture
Product code 1650-121
Product use Paint.
Manufacturer/Supplier Kelly-Moore Paint Co., Inc.
987 Commercial St., San Carlos, CA 94070
E-mail: rstetson@kellymoore.com
Telephone number: 1-800-874-4436
Contact Person: Robert Stetson
Emergency Emergency Telephone Number: 1-800-424-9300

2. Hazards Identification

Physical state Liquid.
Appearance Milky white to colored liquid.
Emergency overview CAUTION
Prolonged or repeated contact may dry skin and cause irritation.
OSHA regulatory status This product is hazardous according to OSHA 29 CFR 1910.1200.
Potential health effects
Routes of exposure Inhalation. Skin contact.
Eyes Direct contact with eyes may cause temporary irritation.
Skin Prolonged or repeated contact may dry skin and cause irritation.
Inhalation Prolonged inhalation may be harmful.
Ingestion Ingestion may cause irritation and malaise.
Target organs Central nervous system. Skin.
Chronic effects Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis. Organic solvents may be absorbed into the body by inhalation and cause permanent damage to the nervous system, including the brain.
Signs and symptoms Defatting of the skin. Vapors may cause drowsiness and dizziness.
Potential environmental effects The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

3. Composition / Information on Ingredients

Components	CAS #	Percent
Titanium dioxide	13463-67-7	<22

Composition comments Components not listed are either non-hazardous or are below reportable limits. All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First Aid Measures

First aid procedures

Eye contact Any material that contacts the eye should be washed out immediately with water. If easy to do, remove contact lenses. Get medical attention if symptoms persist.
Skin contact Immediately remove contaminated clothing and shoes and wash skin with soap and plenty of water. Get medical attention if irritation persists after washing.
Inhalation Move to fresh air. Oxygen or artificial respiration if needed. Get medical attention if any discomfort continues.
Ingestion Immediately rinse mouth and drink plenty of water. Keep person under observation. If person becomes uncomfortable take to hospital along with these instructions.

Notes to physician Treat symptomatically.
General advice If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire Fighting Measures

Flammable properties The product is not flammable.
Extinguishing media
Suitable extinguishing media Extinguish with foam, carbon dioxide, dry powder or water fog.
Unsuitable extinguishing media Do not use water jet as an extinguisher, as this will spread the fire.
Protection of firefighters
Protective equipment and precautions for firefighters Selection of respiratory protection for fire fighting: follow the general fire precautions indicated in the workplace. Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental Release Measures

Personal precautions Avoid inhalation of vapors and contact with skin and eyes. Wear appropriate personal protective equipment (See Section 8).
Environmental precautions Prevent further leakage or spillage if safe to do so. Do not contaminate water.
Methods for containment Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Prevent entry into waterways, sewer, basements or confined areas.
Methods for cleaning up Should not be released into the environment.

Large Spills: Absorb in vermiculite, dry sand or earth and place into containers.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Following product recovery, flush area with water.

Never return spills in original containers for re-use. For waste disposal, see section 13 of the MSDS.

7. Handling and Storage

Handling Provide adequate ventilation. Avoid contact with eyes, skin, and clothing. Avoid breathing vapor. Wear appropriate personal protective equipment. Wash thoroughly after handling. Observe good industrial hygiene practices.
Storage Store in tightly closed original container in a dry, cool and well-ventilated place. Store away from incompatible materials.

8. Exposure Controls / Personal Protection

Occupational exposure limits No exposure limits noted for ingredient(s).
Engineering controls Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Personal protective equipment
Eye / face protection Wear approved safety goggles.
Skin protection Nitrile gloves are recommended, but be aware that the liquid may penetrate the gloves. Frequent change is advisable.
Respiratory protection Use NIOSH certified, air purifying respirators with N-, P-, or R- series particulate filter and organic vapor cartridges when concentration of vapor or mist exceeds applicable exposure limits. protection provided by air-purifying respirators is limited. Selection and use of respiratory protective equipment should be in accordance with OSHA General Industry Standard 29 CFR 1910.134. Consult a qualified industrial hygienist or Safety Professional for respirator selection guidance.
General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical & Chemical Properties

Appearance Milky white to colored liquid.
Color Various.

Odor	Slightly ammoniacal.
Odor threshold	Not available.
Physical state	Liquid.
Form	Liquid.
pH	7 - 10
Melting point	Not available.
Freezing point	Not available.
Boiling point	Not available.
Flash point	Not available.
Evaporation rate	< 1 (n-BuAc=1)
Flammability limits in air, upper, % by volume	Not available.
Flammability limits in air, lower, % by volume	Not available.
Vapor pressure	Not available.
Vapor density	> 1 (Air=1)
Specific gravity	Not available.
Solubility (water)	Moderately soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.

10. Chemical Stability & Reactivity Information

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Strong acids.
Hazardous decomposition products	Carbon oxides. Silicon oxides.
Possibility of hazardous reactions	Will not occur.

11. Toxicological Information

Acute effects	In high concentrations, vapors and spray mists are narcotic and may cause headache, fatigue, dizziness and nausea. Ingestion may cause irritation and malaise.
Sensitization	Not a skin sensitizer.
Chronic effects	Prolonged or repeated contact may dry skin and cause dermatitis. Organic solvents may be absorbed into the body by inhalation and cause permanent damage to the nervous system, including the brain.
Carcinogenicity	Potentially carcinogenic components are typically only present in trace amounts. Due to the form of the product, exposure to the potentially carcinogenic components is not expected.

ACGIH Carcinogens

Titanium dioxide (CAS 13463-67-7) A4 Not classifiable as a human carcinogen.

IARC Monographs. Overall Evaluation of Carcinogenicity

Silicon dioxide (CAS 7631-86-9) 3 Not classifiable as to carcinogenicity to humans.
Titanium dioxide (CAS 13463-67-7) 2B Possibly carcinogenic to humans.

Further information Components of the product may be absorbed into the body through the skin.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Environmental effects	An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Persistence and degradability	No data is available on the degradability of this product.

Bioaccumulation / Accumulation	No data available.
Mobility in environmental media	The product is miscible with water. May spread in water systems.
Partition coefficient (n-octanol/water)	Not available.

13. Disposal Considerations

Waste codes	Not regulated.
Disposal instructions	Do not allow this material to drain into sewers/water supplies. This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Dispose in accordance with all applicable regulations.
Waste from residues / unused products	Dispose in accordance with applicable federal, state, and local regulations.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

15. Regulatory Information

US federal regulations This product is hazardous according to OSHA 29 CFR 1910.1200.

CERCLA (Superfund) reportable quantity (lbs)

None

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - No
 Delayed Hazard - Yes
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

Section 302 extremely hazardous substance No

Section 311 hazardous chemical No

Inventory status

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	No
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	No
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	No
New Zealand	New Zealand Inventory	No
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	No

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

State regulations

This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

US - California Hazardous Substances (Director's): Listed substance

Silicon dioxide (CAS 7631-86-9) Listed.

US - Massachusetts RTK - Substance: Listed substance

Silicon dioxide (CAS 7631-86-9) Listed.

Titanium dioxide (CAS 13463-67-7) Listed.

US - New Jersey RTK - Substances: Listed substance

Silicon dioxide (CAS 7631-86-9) Listed.

Titanium dioxide (CAS 13463-67-7) Listed.

US - Pennsylvania RTK - Hazardous Substances: Listed substance

Propylene glycol (CAS 57-55-6) Listed.

Silicon dioxide (CAS 7631-86-9) Listed.

Titanium dioxide (CAS 13463-67-7) Listed.

16. Other Information

Further information

HMIS® is a registered trade and service mark of the NPCA.

HMIS® ratings

Health: 1*
Flammability: 1
Physical hazard: 0

NFPA ratings

Health: 0
Flammability: 1
Instability: 0

Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Additional information is given in the Material Safety Data Sheet.

Issue date

01-26-2011

EXHIBIT B

Bid Form

IFB #14-002 – Interior Paint

Oakland Housing Authority
IFB NO. 14-002
BID FORM
 (Page 1 of 2)

Instructions: Please complete the tables below.

	Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Navajo White Or Equal	Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Frost Or Equal
1. Manufacturer #	1650 Acry-Plex Navajo White	1650 Acry-Plex Frost
2. Alternative Equal Brand (Must attach specifications with bid)		
3. Alternative Equal Brand Manufacturer #		
4. Manufacturer's List Price		
5. Discount off of Manufacturer's List Price		

In the past year, 72% of the paint purchased by Oakland Housing Authority was in 2-gallon cans, and 28% was in 1-gallon cans. Please submit your bid price for paint in 2 gallon containers.

Insert unit price to for paint in **2-gallon containers**.

	Unit Price for 2 Gallons	Estimated Minimum Quantity	Total Bid Price (Unit Cost x Quantity)
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel - Navajo White or Equal		1,000 gallons	
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel - Frost or Equal		92 gallons	
TOTAL BID PRICE			

Oakland Housing Authority
IFB NO. 14-002
BID FORM
 (Page 2 of 2)

For informational purposes only.

Insert unit price to for paint in **1-gallon containers.**

	Quantity	Total Bid Price for 1 Gallon
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Navajo White or Equal	As Needed	
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Frost or Equal	As Needed	

Insert unit price to for paint in **5-gallon containers.**

	Quantity	Total Bid Price for 5 Gallons
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Navajo White or Equal	As Needed	
Kelly-Moore Paints™ 1650 Acry-Plex Interior Semi-Gloss Enamel Frost or Equal	As Needed	

The undersigned having examined the specifications, and being familiar with all of the conditions surrounding services of the proposed project; hereby proposes to furnish and ship the parts in strict accordance with Oakland Housing Authority specifications and contract requirements. Any additional costs or alterations to this bid form will not be accepted. **Project will be awarded to lowest responsible, responsive bidder for the grand total bid amount.**

Bidder Name: _____

Authorized Signature: _____

Title: _____ **Date:** _____

EXHIBIT C

Qualifications Statement

IFB #14-002 – Interior Paint

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 1 of 3)

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year.)

All questions must be answered, with responses clear and complete. Attach additional pages if needed.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Oakland Housing Authority
Address: 1801 Harrison Street, 1st Floor
Oakland, CA 94612

Submitted by: _____

Name: _____

Address: _____

Name of Project: IFB #14-002 Interior Paint

Type of work/Location: Interior paint for various sites in Oakland, California

A. Organization

- How many years has your company been in business under its present business name in the State of California?

- If your company is a corporation, answer the following:
 - i. Date of incorporation
 - ii. State of incorporation
 - iii. President's name
 - iv. Applicable business and trade licenses

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 2 of 3)

- If your company a partnership, answer the following:
 - i. Date of licensing
 - ii. Type of partnership
 - iii. Name(s) of general partner(s)
- If your company individually owned, answer the following:
 - i. Date of licensing
 - ii. Name of owner
- How many employees does your company currently employ?

B. Licensing

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

C. Experience:

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)
- Has your company ever failed to complete any work awarded to it?
 Yes No
- If yes, what was the name of the contract and what was the reason for default?

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES**

QUALIFICATIONS STATEMENT (Page 3 of 3)

- Has your company ever refused to sign a contract after award of the bid?
 Yes No

- If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?
 Yes No

- If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.

- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.

D. Bonding/Financial Information:

- Surety:

- Name of bonding company:

- Name and address of agent:

- Upon request, will you complete a detailed financial statement and furnish any other information required by the Oakland Housing Authority?

Yes No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Oakland Housing Authority, verifying the declarations included in this Statement of Qualifications.

By: _____ Date: _____

Title: _____

EXHIBIT D

Profile and Certification Form

IFB #14-002 – Interior Paint

PROFILE AND CERTIFICATION FORM (Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach *professional resumes* for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Small Business _____%
 Other (Specify): _____%

If applicable, WMBE Certification Number: _____
 Certified by (Agency): _____

(8) Federal Tax ID No.: _____

(9) [APPROPRIATE JURISDICTION] Business License No.: _____

(10) State of _____ License Type and No.: _____

EXHIBIT E

Sub-Contractor Form

IFB #14-002 – Interior Paint

SUBCONTRACTOR LIST

IFB No. 14-002

(PAGE 1 OF 2)

The Authority requires all bidders to identify all subcontractors* proposed as part of this bid. Failure to provide all the information herewith requested may result in rejection of the bid.

Subcontractor	Classification	Amount	License No.	Ownership (check)		
				MBE	WBE	LBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

(Attach additional page if necessary.)

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

LBE - Local Business Enterprise (Offices located within the Oakland city limit)

**List Sub-Contractors for work in excess of ½ of 1 percent of Bidders total bid [Reference: California Public Contract Code Section 4104(a)(1)].*

SUBCONTRACTOR LIST

IFB No. 14-002

(PAGE 2 OF 2)

The Authority requires all bidders to identify all work that is not to be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the bid.

Classification/Type of Work	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Date _____

Name of Bidder _____

By _____

By _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

EXHIBIT F

HUD-5369-C
Certifications and
Representations of
Offerors – Non-
Construction

IFB #14-002 – Interior Paint

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (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.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT G

Addendum
Acknowledgement

IFB #14-002 – Interior Paint



Oakland Housing
Authority

IFB #14-002

Interior Paint

Addendum #1

Date issued and released, June 23, 2014

Bidder hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum must be included with your bid.

EXHIBIT H

HUD-5369-B
Instructions to
Offerors – Non-
Construction

IFB #14-002 – Interior Paint

Instructions to Offerors Non-Construction



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:]

EXHIBIT I

HUD-5370-C General
Conditions for Non-
Construction
Contracts – Section I

IFB #14-002 – Interior Paint

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. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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 III, 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
 - (ii) 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 therefrom, 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.

- (ii) 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.

(ii) 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (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 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.

EXHIBIT J

Oakland Housing Authority Insurance Requirements

IFB #14-002 – Interior Paint

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(Including operations, products and completed operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation and Employer's Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence. |

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials,

Oakland Housing Authority

employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against the Authority and its respective commissioners, members, officers, agents and employees for losses arising from work performed by Contractor or for the Authority.

Claims Made Coverage. If General Liability and/or Errors and Omissions coverage are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Oakland Housing Authority

4. A Copy of the claims reporting requirements must be submitted to the Authority for review.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority. Exception may be made for the State Compensation Insurance Fund when not specially rated.

Verification of Coverage

Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT K

Vendor Protests and Claims Procedures

IFB #14-002 – Interior Paint

VENDOR PROTESTS AND CLAIMS PROCEDURES

(As extracted and revised
from Oakland Housing Authority
Contracting and Purchasing Procedures)

SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES

The following are the definitions of terms used in this section.

Definitions:

OHA: The abbreviation for the Housing Authority of the City of Oakland, California.

Contracting

Officer: The Executive Director of OHA of the person designated by the Executive Director in writing.

Vendor. The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

Claim: The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (MMO9501) furnished by OHA (copy attached).

Protest: A written complaint about, or an objection to, an administrative action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (copy attached).

Response to

Solicitation: The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.

Who May Submit A Protest or Claim:

Any person as defined above in "Vendor" may submit a protest or claim.

Vendor protests, claims, or disputes shall be resolved using the following procedures:

A. Vendor protests prior to bid, quote or proposal opening:

1. Vendor must submit a written notice of protest to OHA's Contracting Officer eight or more calendar days prior to the date set for the bid, proposal, or quotation opening.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within if required time period. A late notice is not eligible for consideration under this procedure. Any protest received after eight days prior to the date set for the bid, proposal, or quotation opening may be rejected without further consideration or may be considered under paragraph B below at the direction of the Contracting Officer.
3. Contracting Officer shall review the solicitation record to ensure the information provided by the protesting vendor is accurate. Based on a review of the vendor's protest and other relevant information, the Contracting Officer shall prepare a "Finding of Fact."
4. Based upon the "Finding of Fact," the Contracting Officer may elect to:
 - a. Amend the Invitation to Bid by addendum to all prospective vendors. Addendum is to be mailed by registered mail, four or more days prior to the date of scheduled bid opening.
 - b. Terminate the current Invitation to Bid, Quote, or Request for Proposal.
 - c. Reject the claim in writing, detailing reason(s) for the rejection.

B. Protests after the bid, quote, or proposal opening, but prior to award of contract:

1. Vendor must submit a written notice of protest to the Authority's Contracting Officer within three calendar days of the bid opening date.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The vendor's protest, along with the solicitation's tabulation sheet, scope of work, copies of all responses received, and any other relevant documents shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

CONTRACTING & PURCHASING PROCEDURES

4. Based upon the "Finding of Fact;" the Contracting Officer may take any of (but is not limited to) the following actions:
 - a. Allow the vendor to withdraw the vendor's response to the solicitation.
 - b. Reject one or more vendor(s) response(s) to the solicitation for failing to be complete, lacking the required guarantee, or failing to conform to the solicitation's instructions.
 - c. Reject all of the responses to the solicitation.
 - d. Disqualify one or more vendor (s) as non-responsible and therefore ineligible for an award of contract.

Note: If the dollar amount of the lowest responsible response to the solicitation is such that the Board of Commissioners must approve the award of the contract, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding (a-d above).

C. Protests or claims after the award of contract (to be utilized in the absence of contractual language governing protests or claims):

1. The vendor must, submit a written notice of protest or claim to OHA's Contracting Officer within seven calendar days. The time period shall start the day immediately following the date of the incident on which the notice is based.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The Contracting Officer, with reasonable promptness (after obtaining the approval of HUD, if required), shall render a written decision to the vendor. Unless the vendor, within seven calendar days after the receipt of the decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
4. The Contracting Officer's decision shall be final unless the vendor has accomplished all of the following:
 - a. Given the notice of protest or claim within the proper time period, and
 - b. Signed a final release of all claims, other than those unsettled claims listed on the final release with their separately stated amounts, and
 - c. Brought suit against OHA (not later than one year after final payment, or in the absence of a final payment, within one year after a written request by OHA to the vendor to submit a final invoice or release) for a disposition of the protest or claim by a court of appropriate jurisdiction.

CONTRACTING & PURCHASING PROCEDURES

5. Whether or not the vendor presents a protest or claim to the Contracting Officer or takes exception to a decision of the Contracting Officer, the vendor, unless directed otherwise by the Contracting Officer, shall proceed with the work as directed.

D. OHA record requirement:

1. OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

OAKLAND HOUSING AUTHORITY

NOTICE OF PROTEST OR CLAIM

CLAIMANT: _____ DATE: _____

ADDRESS: _____

AGENT FILING: _____

PHONE: _____

Purchase Order No.:

Invoice No.:

Bid No.:

REASON FOR CLAIM OR PROTEST (ATTACH COPIES OF DETAIL DOCUMENTS IF ANY):

(OHA USE ONLY)

NOTIFICATION: _____

DATE RECEIVED STAMP

CONTRACTING OFFICER: _____

FILING DATE: _____

COMMENTS: _____