



OAKLAND HOUSING AUTHORITY (OHA)
Contract Compliance & General Services
 1801 Harrison Street, Oakland CA 94612
 510-587-2166 / 510-587-2124 Fax

QUOTE #17-028

DATE:	December 14, 2017	Type of Purchase:
ATTENTION TO:	All Potential Bidders	<input checked="" type="checkbox"/> Non-Construction <input type="checkbox"/> Construction/Maintenance <input type="checkbox"/> Materials Only
FROM:	Kimberly Low	PHONE/EMAIL: 510-587-2166/ Email: klow@oakha.org
SUBJECT:	Request Written Quote for Safety Training Consultation	
PROJECT NAME:	Qualified List of Safety Training Consultants	

INTRODUCTION:

The Oakland Housing Authority ("Authority") is accepting quotes to develop a list of qualified safety training firms (consultants) to provide safety trainings to Authority employees. The consultants must be capable and have a demonstrable background in the type of work described in the "SCOPE OF SERVICES". In addition, all interested consultants shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. Only qualified and OSHA certified consultants whose rates are within the competitive range will be on the list from which the Authority will select to lead training sessions.

INSTRUCTIONS:

Please review the documents, which are listed in the order of the bid package.

1. Scope of Work
2. Quote Form
3. Terms and Conditions
4. Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction
5. Insurance Requirements for Consultants
6. HUD 5369-C (HUD Certifications and Representations - Non-Construction Contract)
7. Subcontractor Form

To bid, please **email** your quote and the following documents to klow@oakha.org :

1. Quote Form
2. Copy(ies) of trainer card, official transcript or applicable verification of trainer status
3. HUD 5369-C (HUD Certifications and Representations - Non-Construction Contract)
4. Subcontractor Form (if applicable)

DEADLINE: **Due By:**

December 21, 2017	10:00 AM
Date	Time

If selected, the following documents and requirements must be met: General Liability Insurance (naming the Authority as additionally insured) and Workmen's Compensation Insurance certificates, Form W-9 and other required forms as applicable.



Scope of Work

I. INTRODUCTION

The Oakland Housing Authority (Authority) has safety programs developed for employees to address situations encountered during routine operations that may be otherwise unsafe if not properly trained. Various federal, state, local laws and Federal and Cal OSHA regulations also mandate or recommend that certain personnel be adequately trained in a variety of areas.

II. SCOPE OF SERVICES

The scope of work for this contract will vary as the need arises and will be at the discretion of the Authority. The Authority reserves the right to discontinue or postpone services at any time. The main categories of work will include:

Training Courses

All training shall meet all of the applicable requirements of the laws, rules, and Federal and Cal OSHA regulations or guidelines. This includes requirements for the training professional to be licensed and/or certified to provide the specific training, if applicable.

Training will be provided to Authority employees in accordance with the Authority's safety programs and in compliance with all federal, state, and local laws and regulations. Training subject matter may include but is not limited to:

1. Accident Investigation for Managers, Supervisors and Leads
2. 10 Hour and 30 Hour Federal OSHA for Construction Industry
3. Asbestos Safety and/or Awareness
4. Blood Borne Pathogens (BBP)
5. Confined Space (CS) Awareness
6. Drivers Safety
7. Emergency Action Plan (EAP)
8. Basic Electrical Safety and (NFPA 70E)
9. Fire Extinguisher Safety
10. Fall Protection
11. Hazardous Waste Management (Haz Mgmt)
12. 10 Hour and 30 Hour Federal OSHA for General Industry
13. Hazardous Waste Operations and Emergency Response (HAZWOPER)

14. Hearing Conservation
15. Heat Illness Prevention
16. Lockout Tagout (LOTO)
17. Personal Protective Equipment (PPE)
18. Respiratory Protection Injury & Illness Prevention Program (IIPP)
19. Fall Protection
20. Landscape Equipment Safety Training

- The Authority has an on-site location that can be used for trainings. Offsite training locations will be considered.
- Training locations will be determined by the Authority at the time of scheduling training dates.
- Trainings and testing dates shall occur during Authority work hours.
- Each training session shall be provided with one make-up session. The two training sessions should be no more than two weeks apart.
- Due to work shifts and need to accommodate work coverage, some training sessions may require two (2) sessions per day (morning and afternoon).
- Certificate of successful completion and a copy of the training materials used must be provided by training consultant to the Authority's Human Resources department and Department Director within 72 hours after conclusion of each session.
- Consultant will generate reports as needed.

III. MINIMUM QUALIFICATIONS

1. Minimum three (3) years as a certified training organization for OSHA courses
2. Currently in good standing as a certified OSHA training organization
3. Familiar with training staff in a union environment.

IV. SUBCONTRACTORS

In the event that the consultant must subcontract to meet the requirements of the "Scope of Services," the consultant must identify the subcontractor in the "Subcontractor Form". The Authority must be informed and approve of any substitution of subcontractors.



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QUOTE FORM

PLEASE SUBMIT YOUR QUOTE FORM TO klow@oakha.org.

ATTENTION TO:	Kimberly Low – Contract Specialist
Quote:	#17-028 Qualified List of Safety Training Consultants
Due Date:	December 21, 2017 10:00 AM PST

A. **Qualifications.** Complete the table below listing the names, certifications, and certification issue date of staff proposed to provide the services and **provide a copy of the trainer card, transcript or applicable verification:**

Name	Type of OSHA Certification	Certification Issued	Certification Current (Yes/No)



QUOTE FORM

(Page 2 of 4)

B. Union Environment. Is/are the trainer/s familiar with training staff in a union environment?

Yes

No

C. Proposed Cost. Please provide the proposed fee for the training course(s) that can be provided. The proposed fee rate is inclusive of all labor, material, supplies, overhead costs, administrative costs, travel, mileage rates, stand by rates, telephone conference rates, etc.

The fee schedule should include as a minimum the following items for each training course:

A. The services that the training staff will provide.

B. The estimated charge for onsite training based upon:

- A minimum charge per participant.
- A minimum charge per course.
- The minimum enrollment per class.
- The maximum enrollment per class.
- Duration of class (including breaks).
- Any limitations on class start time (earliest training start time would be 7:00 a.m.).
- Any limitations on time of year (trainer not available at certain times of the year).
- Specify if there is a discount available for scheduling back-to-back training at the same location at the same location and day.



Oakland Housing
Authority

QUOTE FORM

(Page 3 of 4)

Training Session		Cost per Participant
1	Accident Investigation for Managers, Supervisors and Leads	
2	10 Hour and 30 Hour Federal OSHA for Construction Industry	
3	Asbestos Safety and/or Awareness	
4	Blood Borne Pathogens (BBP)	
5	Confined Space (CS) Awareness	
6	Drivers Safety	
7	Emergency Action Plan (EAP)	
8	Basic Electrical Safety and (NFPA 70E)	
9	Fire Extinguisher Safety	
10	Fall Protection	
11	Hazardous Waste Management (Haz Mgmt)	
12	10 Hour and 30 Hour Federal OSHA for General Industry	
13	Hazardous Waste Operations and Emergency Response (HAZWOPER)	
14	Hearing Conservation	
15	Heat Illness Prevention	
16	Lockout Tagout (LOTO)	
17	Personal Protective Equipment (PPE)	
18	Respiratory Protection Injury & Illness Prevention Program (IIPP)	
19	Fall Protection	
20	Landscape Equipment Safety Training	



QUOTE FORM

(Page 4 of 4)

The undersigned having examined the Scope of Work and being familiar with all of the conditions surrounding services of the proposed services, hereby proposes to furnish all labor, material, supplies, equipment, overhead costs, administrative costs, taxes, etc. to perform all work required, in strict accordance with Authority specifications and contract requirements.

The undersigned further certifies that the bid is genuine and not collusive and that the bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to fix the bid price or affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Authority or any person interested in the proposed contract; and that all statements in said bid are true.

Bidder: _____

Authorized Signature: _____

Title: _____ **Date:** _____

Address: _____

Telephone: _____ **Fax:** _____

Email Address: _____



TERMS & CONDITIONS – REQUEST FOR QUOTES (For Construction & Non-Construction)

(Forms and documents referenced may also be downloaded from OHA website at www.oakha.org/ Select Procurement)

PROCEDURE: Bidders must submit proposed pricing where provided for on the Request for Quote form. **HA = Housing Authority**

- 1.0 HA CONTACT: All questions pertaining this quote shall be addressed to the person indicated on the Quote form.
- 2.0 APPLICABILITY: By submitting a quote (hereinafter referred to as "bid") to our HA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *form HUD-5370-EZ (1/2014), General Contract Conditions for Small Construction/Development Contracts*, which will be included in the Purchase Order if selected and may be provided if requested. For non-construction, by submitting a quote (hereinafter referred to as "bid") to our HA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction*, which will be included in the Purchase Order if selected and may be provided if requested.
- 3.0 HA RESERVATION OF RIGHTS: The HA reserves the right to:
 - 3.1 Reject any or all bids, to waive any informalities in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by the HA to be in the best interest of the HA;
 - 3.2 Terminate a contract awarded pursuant to this Solicitation at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful bidder;
 - 3.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this Solicitation;
 - 3.4 Reject and not consider any bid that does not, in the opinion of the HA Buyer, meet the requirements of this Solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including "or equal" items) or non-requested items or services;
 - 3.5 For non-construction related work, negotiate the amount that is paid to or by the successful bidder, meaning the amount quoted by the apparent successful bidder may, at the HA's discretion, be the basis for the beginning of negotiations.
- 4.0 BIDDER'S RESPONSIBILITY: Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the Request for Quote Form.
- 5.0 DEADLINE: Each bidder shall submit his/her proposed costs, prior to the posted deadline, where provided within the form. Whereas this is an informal solicitation process, the HA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the HA Buyer, it is in the best interests of the HA to do so.
- 6.0 HOLD PRICES/NON-ESCALATION: By submitting a bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices for the contract period if selected, with no escalation. If quantities are listed, they are for the purpose of determining best pricing per line item.
- 7.0 PURCHASE ORDER (PO): The HA will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a bid, the successful bidder thereby agrees to confirm receipt of the PO in the manner directed by the HA.
- 8.0 AWARD CRITERIA: If an award is completed pursuant to this Solicitation, and unless otherwise instructed by the HA, award shall be made to the responsive and responsible bidder that submits the lowest cost. For non-construction, if an award is completed pursuant to this Solicitation, and unless otherwise instructed by the HA, award shall be made to the responsive and responsible bidder that submits the lowest cost (as detailed within 8.1 – 8.2 following). However, unless otherwise stated, the HA reserves the right to (in addition to the Reservation of Rights Notice, Section 3.0 of this document):
 - 8.1 To make award to the same bidder (aggregate) for all items; or,
 - 8.2 To make award to multiple bidders for the same or different items.
- 9.0 INVALID OR ALTERNATE BIDS: Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HA, may invalidate the bid submitted. Furthermore, the HA shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this Solicitation. PLEASE NOTE: An allowed "or equal" bid does not constitute an "alternate" bid—"or equal" means that the proposed "equal" item is substantially "equal" to the item specified by the HA.
- 10.0 BID COSTS: There shall be no obligation for the HA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this Solicitation.
- 11.0 SHIPPING COSTS: Each bid sum submitted shall include delivery of the items to the specified HA site or location, as specified within the Solicitation or on the PO issued.

- 12.0 ASSIGNMENT OF PERSONNEL: The HA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this Solicitation (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the HA Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Buyer shall be void and may result in the cancellation of the PO or contract with the HA.
- 14.0 LICENSING AND INSURANCE REQUIREMENTS: By submitting a bid the successful bidder thereby certifies that he/she possess and will, upon request by the HA, present to the HA, proof and/certification of the following:
- 14.1 Local business license issued by [NAME OF APPLICABLE CITY OR COUNTY] (does not apply to bidders who ship goods in from out-of-town);
 - 14.2 If applicable, a copy of the bidder's license issued by the State of [NAME THE STATE] licensing authority allowing the bidder to provide the services or products as detailed herein (does not apply to bidders who ship goods in from out-of-state).
 - 14.3 OHA Insurance Requirements - insurance coverage (naming the HA as an additional insured, along with the applicable endorsement), automobile insurance coverage, in amounts designated by the HA, which will be included in the Purchase Order if selected and may be provided if requested.

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 Consultant, 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 or Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: **\$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.
(Including operations, products and completed operations, as applicable.)
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.
5. Professional Liability Insurance: **\$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, employees and volunteers; or the Consultant 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 Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant'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 Consultant'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.
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

Consultant 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.