



Oakland Housing  
Authority

October 9, 2017

Gentlemen/Ladies:

**SUBJECT: Request for Quote (RFQ) #17-023 Vending Machines**

The Oakland Housing Authority (OHA) invites qualified and interested companies to submit responses to be considered for Beverage / Snack Vending Services.

**Quotes will be accepted on the first floor at 1801 Harrison Street, Oakland, CA or via email until 10:00a.m. (local time) on October 30, 2017.** Quotes received after the deadline will be rejected without consideration.

Questions of a procedural nature may be directed to Courtney Sharif at (510) 587-2165.

We look forward to receiving your proposal.

Sincerely,

A handwritten signature in black 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 (OHA)**  
**Contract Compliance & General Services**  
 1801 Harrison Street, Oakland CA 94612  
 510-587-2165 / 510-587-2124 Fax

**QUOTE #17-023**

**DATE:** October 9, 2017 **Type of Purchase:**  
**ATTENTION TO:** All Potential Bidders  Non-Construction  
 Construction/Maintenance  
 Materials Only

**FROM:** Courtney Sharif **PHONE/EMAIL:** 510-587-2165/ Email:  
Contract Specialist csharif@oakha.org

**Quote #:** 17-023  
**PROJECT NAME:** Vending Machines

\*\*\*\*\*

**INSTRUCTIONS:**

Please review the below documents.

1. Scope of Work/Specifications
2. Exhibit A – Bid Form
3. Exhibit B – Equipment List
4. Terms and Conditions
5. HUD 5369 – A
6. HUD 5369 – B
7. HUD 5369 – C
8. Table 5.1
9. Subcontractors Form
10. Section 3 Certification and Action Plan
11. Profile and Certification Form
12. Insurance Requirements for Contractors
13. Sample Service Contract
14. Vendor Protest Procedures

To bid, please email or submit your quote and the following documents to the above contact staff:

1. Exhibit A - Bid Form
2. Exhibit B – Equipment List
3. HUD 5369 – A
4. HUD 5369 – C
5. Subcontractors Form (*if applicable*)
6. Section 3 Certification and Action Plan
7. Profile and Certification Form
8. Addendum Acknowledgement (*if applicable*)

**WALK THROUGH:** Tuesday, October 17, 2017. Walk through will begin at 1619 Harrison Street, Oakland, CA at 10:00am. Please RSVP with Contract Specialist at [csharif@oakha.org](mailto:csharif@oakha.org) by Monday, October 16, 2017 at 10:00am.

**QUESTIONS DUE BY:** Friday, October 20, 2017 @ 10:00am

**ADDENDUM ISSUED (if applicable):** Wednesday, October 25, 2017 by 5:00pm

**DEADLINE:** **Due By:**

October 30, 2017	10:00 AM
Date	Time

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



**OAKLAND HOUSING AUTHORITY (OHA)**  
**Contract Compliance & General Services**  
1801 Harrison Street, Oakland CA 94612  
510-587-2165 / 510-587-2124 Fax

**QUOTE FORM**  
**Quote #17-023**

<b>ATTENTION TO:</b>	Courtney Sharif, Contract Specialist
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<b>Quote for Services #:</b>	Quote #17-023
<b>Due Date:</b>	October 30, 2017 @ 10:00 AM

*(Please reference the quote# you are responding to.)*

***Please attach "Exhibit A"***

**Vending Machines**

<b>Percentage of Commission</b>	_____ % Please spell out percentage
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***Please attach cost breakdown and any applicable documents to your quote.  
You must also submit the completed, signed form all required forms.***

<b>SIGNED BY:</b> Name/Company		<b>DATE:</b>	
<b>PRINT NAME:</b>		<b>PHONE/FAX #:</b>	
<b>ADDRESS:</b>		<b>EMAIL:</b>	

*(Make sure you have read all terms and conditions in the solicitation sent by CCGS staff)*

**PLEASE SUBMIT YOUR QUOTE FORM TO THE ASSIGNED CCGS STAFF.**

***Please contact the assigned CCGS Staff for any questions concerning this solicitation.***

By submitting this quote, you accepted all terms and conditions provided with this solicitation.

**If selected, the following documents and requirements must be met:**

- General Liability Insurance (naming OHA as additionally insured) and Workmen's Compensation Insurance certificates.
- Subcontractors List (if applicable)/-Form W-9 – Form HUD-5369A, HUD-5369C, and other required forms as applicable.

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

*(Forms and documents referenced may also be downloaded from OHA website at [www.oakha.org/ Business Opportunities/ Open RFPs and Bid Status/ Active Bids/ select appropriate bid #.](http://www.oakha.org/Business%20Opportunities/Open%20RFPs%20and%20Bid%20Status/Active%20Bids/select%20appropriate%20bid%20#))*

**PROCEDURE: Bidders must submit proposed percentage of commission 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 all HUD documents attached to Quote. 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.*
- 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 Contract Specialist, 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 Contracting Officer, 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 highest percentage of commission. 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 highest percentage of commission (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 Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Contracting Officer 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 the City of Oakland (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 California 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.



**INFORMAL QUOTE #17-023  
Vending Machines**

**Project Location: Varies OHA Locations throughout Oakland, CA**

**1. GENERAL INFORMATION**

**Introduction:**

The Oakland Housing Authority (OHA) is seeking proposals from qualified and licensed suppliers for Beverage / Snack Vending Services in accordance with the included specifications, terms, and conditions shown in this solicitation at five (5) of its locations, all located within the city of Oakland.

For questions regarding this procurement, please contact Courtney Sharif, Contract Specialist, at 510-587-2165 or [csharif@oakha.org](mailto:csharif@oakha.org). Such contact shall be for procedural purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted by written addendum. Answers to submitted questions will be available on the Oakland Housing Authority's website listed below on Wednesday, October 25, 2017 by 5:00 p.m. Deadline for questions is Friday, October 20, 2017 at 10:00am.

For further information and/or updates on this bid or any other OHA projects, you may go to the OHA Website at [www.oakha.org/](http://www.oakha.org/) Business Opportunities/ Open RFPs and Bid Status /Active Bids/ select appropriate bid #.

**OHA Reservation of Rights:**

1. OHA reserves the right to reject any or all quotes, to waive any informality in the informal quote process, or to terminate the informal quote process at any time, if deemed by OHA to be in its best interests.
2. OHA reserves the right not to award a contract pursuant to this informal quote.
3. OHA reserves the right to terminate a contract awarded pursuant to this informal quote, at any time for its convenience.
4. OHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this informal quote. Testing/sampling to take place during "Normal Business Hours".

5. OHA reserves the right to reject and not consider any proposal that does not meet the requirements of this informal quote, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
6. OHA reserves the right to, at any time during the informal quote or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
7. 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 OHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve OHA, but not the prospective proposer, of any responsibility pertaining to such issue.

**Description of Project/Scope of Work:**

The firm that responds and submits the highest commission rates to OHA will be selected for a two year contract term, which may include three one year option terms to service, maintain, and stock vending machines at OHA locations listed below. Besides commission rates paid to OHA, the Authority will also be reviewing for:

- a. Minimum interval for which fees are to be paid;
- b. Variety of "dry" and "wet" products provided for stocking machines;
- c. Methodology by which vendor would determine which products to stock;
- d. OHA's ability to suggest products used to stock affected vending machines;
- e. Price points chosen and set for the sale of products to be vended;
- f. Proposed intervals for restocking vending machines;
- g. Proposed intervals for "regular service" of vending machines; and
- h. Turnaround time by which the vendor propose to respond to calls for service and refunds, in the event of a malfunctioning vending machine.

Address	Location	# of "Dry" Vending Machines	# of "Wet" Vending Machines	Est. # of Employees Supported
1619 Harrison St.	2 <sup>nd</sup> floor emp. lunch room	1	1	75
935 Union St.	1 <sup>st</sup> floor lobby*	1	1	30
1180 25 <sup>th</sup> Ave.	1 <sup>st</sup> garage*	1	1	30
1327 65 <sup>th</sup> Ave.	1 <sup>st</sup> floor lobby*	1	1	25
1540 Webster Street	2 <sup>nd</sup> floor emp. lunch room	1	1	90
<b>TOTALS:</b>		<b>5</b>	<b>5</b>	<b>250</b>

(\* = Public access is available)

The vending machines at 1619 Harrison Street (one wet and one dry) will serve approximately 75 employees and shall be located in the employees' 2<sup>nd</sup> floor lunch room; the machines at 1180 25<sup>th</sup> Avenue (one wet and one dry) shall be located on the first floor and be accessible to the public; the machines at 1327 65<sup>th</sup> Avenue (one wet and one dry) and 935 Union Street (one wet and one dry) will be located on the 1<sup>st</sup> floor lobby areas; the machines located at 1540 Webster (one wet and one dry) will serve approximately 90 employees and shall be located in the employees' 2<sup>nd</sup> floor lunch room.

OHA is looking for a vendor to provide a variety of dry goods and beverages with reasonable prices, professional service, and reliable vending machines. The vendor selected through this Quote will be required to submit a quarterly report of the revenues generated monthly. The report will be submitted to Finance by the tenth day of the month following the end of each calendar quarter.

**Equipment**

- a. Contractor shall furnish, install, maintain, service and repair and replace vending machines at no charge to the Oakland Housing Authority.
- b. Machines will be the property of the Contractor.
- c. Machines shall be installed, stocked, and ready for operation no later than 60 days after contract execution.
- d. Contractor shall be responsible for all repairs at no cost to OHA.
- e. Machines shall be maintained and kept in proper working order at all times.
- f. Replacement of non-functional machines must be addressed within two (2) weeks of notification.
- g. Upon expiration or termination of the contract, the Contractor must remove all machines within ten (10) business days of notification.
- h. All food vending machines must comply with all Federal, State, Oakland Housing Authority, and City Codes.

- i. The machines shall be energy star compliant, modern, or the latest mechanical/electronic technology with non-resettable cash accounting meters and bill validators. All equipment must be UL rated and be in new or near new condition. In no case shall machines older than three (3) years be installed.
- j. Include a color photo or brochure and specifications for all equipment to be supplied hereunder. The documentation provided must include the estimated annual energy consumption of each piece of equipment.

### **Products**

- a. Contractor shall ensure that no out of date products remain in machines.
- b. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractor is expected to take immediate action to correct any situation in which product integrity is violated.
- c. Contractor shall provide OHA nutrition facts associated with all products proposed and provided with.
- d. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
- e. OHA will conduct periodic monitoring of the products to ensure they meet the nutritional guidelines set forth in the contract.
- f. Contractor shall provide nutrition facts to OHA prior to stocking new products.

### **Service**

- a. Contractor shall respond to service calls within 48 hours and be on-site to make the necessary repairs within three (3) business days. The names and telephone numbers of service personnel shall be provided with the Proposal and affixed to each machine located in a visible place. OHA reserves the right to terminate the contract if Contractor does not respond to service calls for inoperative machines within 48 hours, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired within three (3) business days.
- b. Restocking, collection of monies and preventative maintenance on all machines shall be done between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday (please note OHA is closed every other Friday, so please plan accordingly) excluding major holidays OHA is closed.

### **Placement of Vending Machines**

- a. OHA will authorize the placement of vending machines in strategic locations throughout the agency where traffic patterns or other circumstances warrant their placement.
- b. The vending machines shall not in any way obstruct or otherwise interfere with emergency exits or access areas.
- c. Vending machines must be securely fastened to the wall, floor, and other structure or otherwise secured in such a way as to prevent it from being rocked, bounced, and tipped. Placement of a machine shall not obstruct the flow of foot traffic.



- d. Failure to comply with these provisions may result in removal or disablement of the vending machine at the Contractor's expense.

### **Validity of Pricing**

Suppliers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price. No cost increase shall be passed onto OHA after quote has been submitted. All prices quoted shall be F.O.B destination, freight prepaid (Supplier pays and bears freight charges, Suppliers own goods in transit and files any claims). Each item must be listed separately.

### **Sample and Demonstration**

If needed, OHA may request a full demonstration prior to award. When such demonstrations are requested, the Supplier shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by OHA may result in rejection of your quote.

### **Qualification/Inspection/Interviews**

Quotes will only be considered from firms normally engaged in providing the types of services outlined within this solicitation. OHA reserves the right to inspect the Supplier's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Supplier's ability to perform. OHA reserves the right to reject quotes where evidence is determined to indicate inability to perform.

### **Facility Requirements**

- **Electrical**
  - All vending machines utilizing electrical power shall be grounded with an approved three-wire cord and plug. All machines vending perishable foods must have a lock on the power cord to prevent accidental or intention disconnection.
  - Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The Contractor is responsible for installation cost of electrical circuits when there are no existing circuits available or if existing circuits are inadequate.
- **Energy Efficiency Timer**
  - All machines shall have an electronic timer or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles compressor to maintain product temperature. Compressor cycle intervals must be reduced during hours, weekends, and holidays when no office staff is present.

- **General Facility Requirements**
  - No modification to building structure, electrical systems, plumbing, and any other part of the physical plant of any OHA building may be performed without prior approval from OHA.
  
- **Licenses and Permits**
  - Contractor should maintain and pay for all necessary licenses and permits related to the ownership and operation of their vending machines.
  - Contractor must have a valid business license and insurance.
  
- **Product Pricing**
  - Contractor will provide a retail price lists with their proposals for the products that will be sold in the vending machines.
  - Contractor must state in their proposal the percent (%) if commission paid to OHA from the anticipated total gross vending sales.
  
- **Commission Payment and Report of Sales**
  - Contractor shall submit a quarterly detailed report of gross sales by the vending machines location with the number of the products sold. This report must be submitted along with the commission payment to OHA. Please include a sample of this report in your quote.
  
- **Refund**
  - All machines shall show the Vendor's name, a local service telephone number for reporting of machine malfunctions, the person or office within the Vendor's organization responsible for refunds, and regular days of the week for re-stocking of the machines. In addition, for identification purposes, each machine shall have a serial or I.D number that is visible and easily located.
  
- **Termination**

Contractor breaching any part of the Contract may result in termination. Contractor shall receive two (2) written notices for the first two (2) violations. The last and final violation will result in a written notification of Contract termination.

  - Failure to maintain required license and permits are grounds for termination of Contract.
  - Changes to service without written approval.
  - Breach of any conditions set forth in this solicitation.

## **BID PROCESS**

**Walk Through:** Tuesday, October 17, 2017. Walk through will begin at 1619 Harrison Street Oakland, CA 94612 at 10:00am. Please RSVP with Contract Specialist at [csharif@oakha.org](mailto:csharif@oakha.org) by Monday, October 16, 2017 at 10:00am.

### **Questions Due By:**

All questions must be submitted in writing no later than Friday, October 20, 2017 at 10:00 a.m. via email to:

**E-mail address:** [CCGS@oakha.org](mailto:CCGS@oakha.org) Please indicate the informal quote #17-023 in the "subject line".

### **Bid Due:**

Bids will be accepted at 1801 Harrison Street until 10:00 a.m. (local time), Monday, October 30, 2017. Bidders are responsible for ensuring that quotes are received at the Oakland Housing Authority on time. The Oakland Housing Authority does not afford a bidder an opportunity for re-submission of their bid. Quotes received after the due date and time will be rejected without consideration.

One signed original and three (3) copies of the quote should be submitted to CCGS. Quotes should be submitted in a sealed envelope clearly marked with Quote title and Quote #.

Quotes should be addressed to:

**Oakland Housing Authority  
Contract Compliance and General Services Department (CCGS)  
Attn: Courtney Sharif, Contract Specialist  
1801 Harrison Street 1<sup>st</sup> Floor  
Oakland, CA 94612**

Quotes may also be submitted via email with all required documents to [csharif@oakha.org](mailto:csharif@oakha.org) by the deadline.

### **Required Documents:**

1. Color brochure of equipment (include annual energy consumption)
2. Nutrition facts associated with all proposed products
3. Provide line items description, pricing, applicable sales tax, and total retail price for all products
4. Percentage of commission
5. Exhibit A & Exhibit B
6. HUD 5369 A & HUD 5369 C
7. Subcontractors Form (if applicable)
8. Section 3 Certification and Action Plan
9. Profile and Certification Form
10. Addendum Acknowledgment (if applicable)



Oakland Housing  
Authority

**Informal Quote #17-023**

**Exhibit A**  
**Bid Form**

Please fill out and submit Exhibit A.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Telephone: \_\_\_\_\_

**Offeror's Information**

Name of Company: \_\_\_\_\_

Type of Business: \_\_\_ Proprietorship \_\_\_ Partnership \_\_\_ Corporation

How long has your company been providing vending services? \_\_\_\_\_ years

Business Address: \_\_\_\_\_

Business Main Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Emergency Main Phone Number: \_\_\_\_\_

Contact Person & Direct Phone Number: \_\_\_\_\_

Contact Person's email address: \_\_\_\_\_

State the percentage (%) of commission from the anticipated total gross vending sales payable to OHA.

**The percentage (%) of commission will be: \_\_\_\_\_**

Proposed Documentation of Sales. Describe your method of documenting sales of vending products for the purpose of payment of commission to OHA (*please attach additional sheets as required*)

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PLEASE CHECK ALL THAT APPLIES.

1. Please attach a product list with complete descriptions of items, including brands, sizes, and prices of all items that will be provided in each of the vending machines for which your firm will be responsible.

2. Please check the type(s) of vending machines that your company supplies:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Beverages      | <input type="checkbox"/> Snacks     | <input type="checkbox"/> Cold/Frozen Food  |
| <input type="checkbox"/> Low-Fat Snacks | <input type="checkbox"/> Fresh Food | <input type="checkbox"/> Microwavable Food |
| <input type="checkbox"/> Health Foods   |                                     |  |

Combination (Please describe): \_\_\_\_\_

Other (Please describe): \_\_\_\_\_

3. Please check the types of products that can be placed in the vending machine(s):

- |   |  |                                    |  |
|---|--|------------------------------------|--|
| <input type="checkbox"/> Soda                       | <input type="checkbox"/> Juice         | <input type="checkbox"/> Water     | <input type="checkbox"/> Milk          |
| <input type="checkbox"/> Sport drinks               | <input type="checkbox"/> Energy drinks | <input type="checkbox"/> Iced tea  | <input type="checkbox"/> Ice cream     |
| <input type="checkbox"/> Chips                      | <input type="checkbox"/> Crackers      | <input type="checkbox"/> Pretzels  | <input type="checkbox"/> Popcorn       |
| <input type="checkbox"/> Cookies                    | <input type="checkbox"/> Nuts/Nuts Mix | <input type="checkbox"/> Pastries  | <input type="checkbox"/> Granola bar   |
| <input type="checkbox"/> Bag Candy                  | <input type="checkbox"/> Chocolate bar | <input type="checkbox"/> Gum/Mints | <input type="checkbox"/> Soups         |
| <input type="checkbox"/> Fresh fruit                | <input type="checkbox"/> Sandwiches    | <input type="checkbox"/> Salads    | <input type="checkbox"/> Microwavables |
| <input type="checkbox"/> Other (Please list): _____ |  |                                    |  |

4. List the types of healthy food options available for your vending machines:

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5. List the brands sold in your vending machine(s):

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6. Please check the number of selections for vending machines that you have (please check all that may apply, in the event you are chosen):

- |                                |                                |                                |                                |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> 10-15 | <input type="checkbox"/> 16-25 | <input type="checkbox"/> 26-35 | <input type="checkbox"/> 36-48 |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|

7. Please check the capacity (# of items) in the vending machines:

- |  |                                    |                                    |  |
|--|------------------------------------|------------------------------------|--|
| <input type="checkbox"/> Less than 100 | <input type="checkbox"/> 101 – 175 | <input type="checkbox"/> 176 – 250 | <input type="checkbox"/> 251 – 325     |
| <input type="checkbox"/> 326 – 400     | <input type="checkbox"/> 401 – 475 | <input type="checkbox"/> 476 – 550 | <input type="checkbox"/> More than 550 |

8. Frequency in replenishing the vending machines:

- |   |                                 |                                    |                                  |
|---|---------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> Daily                      | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi-weekly | <input type="checkbox"/> Monthly |
| <input type="checkbox"/> Other (please list): _____ |                                 |                                    |                                  |

9. Type of customer interface used:

LED display     None     Other (please describe): \_\_\_\_\_

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10. Please check the denomination of money that your the vending machine(s) accept and whether each makes change:

Coins     \$1     \$5     \$10     \$20

11. Please describe how your company guarantees the quality of a product:

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12. What method is used to refund money?

Drop sensor     Toll-free number to reach company

Other (please describe): \_\_\_\_\_

13. Average Length of time for repair service after request for repair:

2 – 4 hours     4 – 6 hours     6 – 12 hours     w/in 24 hours

w/in week     Other (please list time frame): \_\_\_\_\_

14. Describe how you track sales and customer satisfaction:

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15. When would the percentage of sales paid to the OHA typically be paid or rebated?

Daily       Weekly       Bi-weekly       Monthly

Other (please list): \_\_\_\_\_  
\_\_\_\_\_

16. Please indicate or list any signing bonus or other incentives being offered to the Oakland Housing Authority, if any.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Typically, how frequently does your firm increase the prices of products in the vending machines that your firm services, maintains and stocks, and how would you notify the OHA of any impending changes?

\_\_\_\_\_  
\_\_\_\_\_

18. Please note any supplemental information relative to your proposal below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## EXHIBIT B EQUIPMENT LIST

### RETURN THIS PAGE WITH YOUR PROPOSAL

*Please include pictures of brochures of equipment listed below*

Company Name: \_\_\_\_\_

Model Name & Number	Make & Year (Note: Machines must be less than three (3) years old in New or Near New Condition)	Qty.	Vends (Can, Bottles, Food, Snacks)	# of Selection	# of Total Items	\$ Acceptance (bills, coins, debit, credit cards)	Type of energy sensor if applicable

Please list any other technological features your machines may have:

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2. Contingent Fee Representation and Agreement

##### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HAHUD 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 HAHUD.

(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 HAHUD 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:]



# Gertifications 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/offers 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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(f) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

### **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.

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

# **SUBCONTRACTOR FORM**

**(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	Location	Ownership (check)		
				MBE	WBE	SBE
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

SBE - Small Business Enterprise

*\*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 FORM**

**(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 \_\_\_\_\_



Oakland Housing  
Authority

## Contractor's Summary Guide to Section 3 Compliance

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) (section 3), and 24 CFR Part 135, is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons." **For the complete text of the Section 3 regulations, visit [www.hud.gov/section3](http://www.hud.gov/section3).**

**Oakland Housing Authority's Section 3 Economic Opportunities Policy** (included in bid documents)  
Oakland has one of the highest unemployment rates in the Bay Area. Oakland Housing Authority (OHA) residents make up over 10% of Oakland's population. OHA developed its **Economic Opportunities Policy** (EOP) to comply with the Housing and Urban Development (HUD) Section 3 regulations and ensure that, to the greatest extent feasible, economic opportunities are provided to low- and very low-income persons and to Section 3 business concerns within the city of Oakland. All contractors undertaking Section 3 covered projects and activities on behalf of OHA are expected, to the greatest extent feasible, to meet the numerical goals set forth below. The policy does not apply to contractors who furnish only materials or supplies and do not undertake installation of materials or supplies. The **EOP** is also available from OHA's website [www.oakha.org/procurement/sec3EcoOpportPolicy.pdf](http://www.oakha.org/procurement/sec3EcoOpportPolicy.pdf).

### **Section 3 Requirement for All Bidders**

As part of the application or bidding process, a Section 3 Business Preference and Action Plan are included in bid documents. Contractors have the option to request Certification as a Section 3 business; however, every proposer **MUST** complete the Action Plan and submit it with their bid, even if no hires are projected.

Certification for Business Seeking Section 3 Business Preference form: Everyone must complete the top portion (check one box, name of business etc.) and sign at the bottom. Fill in the other parts **ONLY** if you are claiming Section 3 business status.

Action Plan (3 pages): Everyone must complete the top portion listing your company etc., where applicable, and sign every page. If you **do not** anticipate new hires, note that in the table on page 1 and 3. If you **do** anticipate new hires, then use page 1 to detail the job categories and page 3 to describe how you will fill those positions.

### **Section 3 Requirements for Awardees**

#### **Baseline Reporting and Hiring Projections Form**

Prior to the Notice to Proceed, the contractor/subcontractor will be responsible for documenting the current workforce (baseline) and providing more accurate hiring projections per job classification than those described in the Action Plan. The Plan that is approved will become part of the contractual agreements.

#### **Hiring Goals**

The Section 3 requirement is triggered when there is a need for **new** economic opportunities, such as individual employment, contracting, or subcontracting. The regulation requires that contractors and subcontractors provide, **to the greatest extent feasible**, economic opportunities (training, employment, and contracting) to low and very-low income residents Section 3 businesses.

Contractors and subcontractors are required to make every effort to the greatest extent feasible to meet the OHA's numerical hiring goals of having Section 3 qualified employees make up **30% of their total new-hires**. **Firms must seek to maintain this percentage throughout the life of the project.** If these goals are not met, the contractors are expected to show documentation demonstrating their efforts to hire Section 3 candidates by exhausting all available hiring sources. While a contractor receives credit for hiring low-income residents of Oakland, **first priority should be given to residents of the Oakland Housing Authority.** This includes residents in both the public housing and Section 8 programs.

### **Hiring Priorities**

First priority (OHA residents): Residents of the development where the work is being performed  
Second priority (OHA residents): Other residents of Oakland Housing Authority owned or managed properties  
Third priority (Oakland residents): Other residents within the city of Oakland that meet the low-income requirements (see definition of **Section 3 Resident** below).

### **Resident Referral Process**

OHA is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. Therefore, we have established a pre-screening and referral process to identify qualified OHA residents who satisfy the first and second hiring priorities (above). This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to OHA well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

**Union Contractors:** OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

Please contact OHA at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-2176 for a list of qualified residents, to request a candidate, or verify the Section 3 eligibility of any prospective hire. For more information about providing economic opportunities to OHA resident's contact:

Employment Development Coordinator  
Family & Community Partnerships Department  
Phone: 510.587.5160  
Fax: 510.587.5141  
Email: [S3hire@oakha.org](mailto:S3hire@oakha.org)

### **New Hire Section 3 Information Form**

General contractors and subcontractors will be provided this form upon award. Every **new hire** should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to OHA as soon as possible after hiring for verification of Section 3 status.

### **Monthly Reports**

OHA requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month. These reports shall be submitted to:

Rufus Davis, Labor and Section 3 Compliance Officer  
Phone: 510.587.2176  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)

### **Record Maintenance and Documentation**

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

### **Compliance Reviews**

OHA staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor's compliance with Section 3. Where noncompliance is found, OHA will notify the contractor of the deficiency and make recommendations for corrective actions.

## Useful Definitions

### **Business Concern**

A business entity formed in accordance with state law, and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.

### **“Greatest Extent Feasible”**

Recipients of Section 3 financial assistance must make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond normal notification procedures for employment and contracting opportunities by developing strategies that will specifically target Section 3 residents and businesses for these new economic opportunities.

### **Household Income Levels**

Low and very-low income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or number of people residing in one house. HUD income limits can be obtained from [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html).

### **New Hire**

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of federal funds on Section 3 covered projects. Any employee that is not on the payroll of a contractor or developer on the day [i.e., that a purchase order is issued or the day a contract is signed or agreed upon] that the Section 3 covered assistance was provided, is considered a new hire.

### **Section 3 Business Concern**

A business concern that meets one or more of the following requirements:

- 51% or more owned by Section 3 residents
- 30% or more of permanent, full-time workforce consists of Section 3 residents
- Provides evidence to subcontract at least 25% of the dollar awarded to qualified Section 3 businesses

### **Section 3 Resident**

- (1) An Oakland Housing Authority public housing resident or Section 8 voucher holder; or
- (2) An individual who resides in the service area (Oakland) in which the Section 3 covered assistance is expended, and whose income status is as follows:

<b>Number of People in Household</b>	<b>Annual Household Income Limits</b> (Source: 24 CFR 570.3)
1	\$52,650 or less
2	\$60,150 or less
3	\$67,650 or less
4	\$75,150 or less
5	\$81,200 or less
6	\$87,200 or less
7	\$93,200 or less
8	\$99,200 or less

(Income limits eff. 04/01/2017)

Questions regarding the Oakland Housing Authority  
Section 3 Program should be addressed to:

Rufus Davis, Labor and Section 3 Compliance Officer  
Oakland Housing Authority  
1801 Harrison Street, First Floor  
Oakland, CA 94612  
Phone: 510.587.2176  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)





### Section 3 Business Certification and Action Plan

Section 3 Business Certification – 1 page

Check this box if you are **not** claiming Section 3 business status. Complete Section 1 and the signature block at the bottom of this page and proceed to the **Section 3 Action Plan**.

#### SECTION 1

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Project (Bid/RFP #) \_\_\_\_\_ Business Activity \_\_\_\_\_

#### SECTION 2

**Current Section 3 Status:** The undersigned bidder/proposer hereby certifies that it is a Section 3 business concern and attaches relevant documentation, **as applicable**, to support such claim.

**Select only one option.**

1. A business claiming status as a Section 3 resident-owned business concern (ROB):

**Initial here to select this option** \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> OHA resident lease   | <input type="checkbox"/> List of owners/stockholders and % of each |
| <input type="checkbox"/> Copy of receipt of public assistance                               | <input type="checkbox"/> Latest board minutes appointing officers  |
| <input type="checkbox"/> Other evidence of income status                                    | <input type="checkbox"/> Articles of incorporation                 |
| <input type="checkbox"/> Fictitious or Assumed Business Name Certificate                    | <input type="checkbox"/> Partnership agreement                     |
| <input type="checkbox"/> Organization chart with names and titles and brief job description |  |

2. A business claiming Section 3 status because at least 30% of its permanent full-time employees are currently Section 3 residents or, within 3 years of the date of first employment with the business concern, were Section 3 residents. If a business claims this option, the 30% employment requirement must be maintained for the entire project. **Initial here to select this option** \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> OHA residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

3. A business claiming Section 3 status by subcontracting 25% or more of the dollar award to qualified Section 3 businesses (as set forth in Options 1 and 2). **Initial here to select this option** \_\_\_\_\_

- Provide a list of intended Section 3 business subcontractors with subcontract amount.
- Include this Section 3 Certification form and all supporting documentation for each planned Section 3 business subcontractor.

**If you are or become certified as a Section 3 business, do you grant OHA permission to share your business contact information with firms seeking to contract with Section 3 businesses?**  Yes  No

**I attest that the above information is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Section 3 Action Plan (2 pages)

All firms and individuals bidding on any Section 3 covered contract with the Oakland Housing Authority (OHA) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

### PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

*THIS PLAN OUTLINES YOUR COMMITMENT TO OHA'S SECTION 3 HIRING GOALS*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT (BID/RFP#): \_\_\_\_\_ GENERAL  SUBCONTRACTOR

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of New Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

\_\_\_ (Check here and attach another sheet if applicable)

Check this box if contractor does not anticipate triggering the regulation by the need for new hiring or subcontracting opportunities. Complete the signature block at the bottom of this page.

**I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section 3 Action Plan (continued)

### EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- Refer to any list of pre-screened job-ready applicants provided by OHA's Department of Family and Community Partnerships (FCP) (*REQUEST A LIST from FCP at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-5160*).
- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor OHA resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to OHA owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades (*REQUEST A LIST from Rufus Davis at OHA, [rdavis@oakha.org](mailto:rdavis@oakha.org) or 510-587-2176*).
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other: \_\_\_\_\_

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**I attest that the above information is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SECTION 3 CLAUSE (24 CFR 135.38)

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- 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 or 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 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**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.: \_\_\_\_\_

\* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" attached hereto. (See 'Section 3 Requirements Form and Action Plan')

**PROFILE AND CERTIFICATION FORM (Page 2 of 2)**

- (11) **Insurance Certification:** The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Insurance Requirements" attached hereto. (See 'OHA Insurance Requirements' attached) Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name OHA as an additional insured and maintained throughout the term of the contract. The firm(s) must provide OHA with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- (12) **Debarred Statement:** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (13) **Disclosure Statement:** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (14) **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of 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 OHA or any person interested in the proposed contract; and that all statements in said bid are true.

- (15) **Indemnification Certification:** The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend and hold OHA, its commissioners, officers, and employees, free and harmless from and against any and all loss, liability, expense, claims, costs, suits, damages, including attorney's fees arising out of the consultant's operation or performance under the resultant contract. The consultant will also indemnify OHA for damages as a result of any act or omission not authorized by OHA on the part of the consultant or any agent or person employed by the consultant."

- (16) **Section 3 and Labor Compliance:** The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Procurement](http://www.oakha.org/Procurement).)

- (17) **Labor Code Certification:** The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".

- (18) **Verification Statement:** The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

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***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: **\$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.

*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.

OAKLAND HOUSING AUTHORITY

SERVICES CONTRACT

This SERVICES CONTRACT ("Contract") is entered into as of **[effective date]**, by and between the OAKLAND HOUSING AUTHORITY, a public body, corporate and politic (the "Authority"), and **[name of contractor]**, **[legal status (e.g., "a California corporation," or "a sole proprietor")]** ("Contractor").

RECITALS

WHEREAS, **[In paragraph style tell a brief story of the background, necessity and purpose of the Contract. This is the appropriate place to recite (hence, the title "recitals") any special circumstances or consideration related to the Contract.];** and

WHEREAS, **[For example, you may want to say that the Contractor is particularly well suited to undertake the work for some reason.];** and

WHEREAS, **[Or, you may want to describe an emergency situation which gives rise to the need to enter into the Contract.];** and

WHEREAS, **[Or, you may want to cite the program which the Contract is helping us implement; e.g., "the Authority is implementing a program for the Section 8 Housing Choice Voucher Program."];** and

WHEREAS, **[The point is that here you provide a readable narrative which explains the Contract quickly to someone who picks it up and/or cover any external factors which are important to it.].**

NOW, THEREFORE, the Authority and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on Exhibit A, "Scope of Services."

**[If the scope is short (3 or 4 lines) the appropriate language can be inserted here, otherwise use an attachment – the work required, including deliverable items, should be described clearly enough that someone else could administer the Contract without excessive guess work. Your expectations of the Contractor should be stated with as much particularity as needed—arguments later about whether or not we got what we wanted will focus on what we asked for here.]**

2. TIME OF PERFORMANCE

[Use one or an appropriate combination of the following:]

The term of this Contract shall begin on [starting date] and end on [Contract ending date].

Contractor's Schedule of Performance is set forth on Exhibit .

Contractor will begin work within \_\_\_\_\_ ( ) days after receipt of an Authority Notice to Proceed.

Time for completion of this Contract will be \_\_\_\_\_ ( ) days after receipt of an Authority Notice to Proceed to the Contractor.

[The start of work should be by a Notice to Proceed, but the Contract itself can serve as such notice by saying "The work under this Contract shall commence as of the effective date of the Contract." If there are interim dates for deliverables, or a time line for tasks, that should be called out here. If that is lengthy and likely to be amended often, use an attachment.]

[For Option Years use below]

a. **Initial Term.** The Initial term of this Contract will begin on \_\_\_\_\_, and end on \_\_\_\_\_, unless earlier terminated as provided herein.

b. **First Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_ ("First Option Term") by giving written notice to the Contractor prior to the expiration of the Initial Term, unless earlier terminated as provided herein.

c. **Second Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_ ("Second Option Term") by giving written notice to the Contractor prior to the expiration of the First Option Term, unless earlier terminated as provided herein.

d. **Third Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_ ("Third Option Term") by giving written notice to the Contractor prior to the expiration of the Second Option Term, unless earlier terminated as provided herein.

3. COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

A. Compensation.

[Insert appropriate additional language – including the basis for payment, e.g., hourly, by task, upon completion; how and when payment is made – monthly, at completion, upon invoices submitted no more frequently than every thirty (30) days (there should always be a requirement that the Contractor submit a piece of paper that can be processed, even if it is only a one-line bill saying "For Services Rendered"); some mention should be made of expenses, that is, whether or not they are reimbursable or included and, if allowed, what kind and how much.

For example: "The maximum amount payable under this Contract is Twenty-Five Thousand Dollars (\$25,000). Payment shall be made according to the schedule and terms described on Exhibit B, "Payment Schedule." All expenses of Contractor are included in the amounts payable pursuant to Exhibit B, and no expenses shall be reimbursed separately."]

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Authority on behalf of Contractor. Authority will not treat Contractor as an employee with respect to the contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. Authority will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of Authority which exists solely for the benefit of Authority employees during the Contract Term.

D. Billings. Billings are to be directed to:

Oakland Housing Authority  
Finance Department – Accounts Payable  
1619 Harrison Street  
Oakland, CA 94612

#### 4. NO PERSONAL LIABILITY

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

#### 5. ASSIGNMENT OF CONTRACT

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

6. STANDARD OF PERFORMANCE

The work provided hereunder shall be performed and completed in an accurate and professional manner. All services shall be performed in the manner and according to the standards of observed by the competent practitioner of the profession in which Contractor and any subcontractors are engaged.

7. HUD REQUIREMENTS

Contractor agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (10/2006), attached hereto as Exhibit C and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit C, the provisions set forth in Exhibit C shall prevail.

8. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

9. INDEPENDENT CONTRACTOR

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

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors.

[Note: The following insurance requirements may be modified depending upon the nature of the Contract, the scope of services and an assessment of the potential risk to the Authority. Contact the Risk Manager if you have any questions. If a prospective Contractor is having difficulty with the insurance provisions, he or she may also be referred to the Risk Manager for assistance.]

as: B. Minimum Scope of Insurance. Coverage must be at least as broad

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employers Liability Insurance.
- (4) Errors and Omissions Liability Insurance appropriate to the Contractor's profession covering all negligent acts, error and omissions. Architects' and Engineers' insurance is to be endorsed to include contractual liability.

less than: C. Minimum Limits of Insurance. Contractor must maintain limits no

- (1) General Liability: One Million Dollars (\$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 must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- (2) Automobile Liability: One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (3) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees.)
- (4) Professional Liability Insurance: One Million Dollars (\$1,000,000) per occurrence.

D. Deductibles 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: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, and its respective commissioners, members, officers, agents and employees; or 2) Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The Authority and its respective commissioners, members, officers, agents and employees are to be covered as insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to the Authority, and its respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Authority, and its respective commissioners, members, officers, agents or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority and its respective commissioners, members, officers, agents or employees.
- (4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

F. 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.

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

- i. The "Retro Date" must be shown, and must be before the date of the Contract or the beginning of Contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
- iii. 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.

A copy of the claims reporting requirements must be submitted to OHA for review.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI.

I. Verification of Coverage. Contractor must furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsement may be on forms provided by the Authority. 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 demonstrating the coverage required by these specifications at any time.

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

## 11. RECORDS, REPORTS AND AUDITS

### A. Records

- (1) Records shall be established and maintained in accordance with Authority requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements with respect to all matters covered by this Contract. Except as otherwise authorized by the Authority, such records shall be maintained for a period of four (4) years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four (4) years or



until such audit findings have been resolved, whichever is later.

- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information. At such times and in such forms as the Authority may require, there shall be furnished to the Authority or its designated representative such statements, records, reports, data and information as the Authority may request pertaining to matters covered by this Contract.

## 12. CONFLICTS

No employee, agent, contractor, officer or official of the Authority who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this section.

## 13. CONFIDENTIALITY/PROPERTY OF AUTHORITY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Authority. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the Authority.

## 14. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. Government Code Section 7550 provides in part that when the total cost for work performed for a local Authority by nonemployees of such Authority exceed Five Thousand Dollars (\$5,000), any document or written report

prepared in whole or in part by nonemployees for such Authority shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

15. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES

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

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

16. TERMINATION

Authority may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including, but not limited to, convenience of Authority, default by the Contractor, or circumstances beyond the control of the Contractor. In the event of such termination, Authority shall compensate the Contractor for work completed to the satisfaction of Authority as of the date of such notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, Authority shall be under no further obligation to the Contractor, financial or otherwise.

17. MISCELLANEOUS PROVISIONS

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered

personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to the Authority:                   Oakland Housing Authority  
1619 Harrison Street  
Oakland, CA 94612

If to Contractor:                   **[name]**  
   **[mailing address]**  
   **Attention: [contact]**

or to such other addresses as the parties may designate by notice as set forth above.

B.     Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5:00 p.m., Oakland, California, time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or Authority holiday shall be extended to the next Authority working day.

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

D.     Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the Authority and Contractor.

E.     Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and the Authority affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and the Authority with respect to the subject matter hereof.

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

G. Governing Law. This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

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

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

J. Authority. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative. The initial designated representative for the Authority for this Contract is \_\_\_\_\_. The initial Contractor-designated representative for this Contract is \_\_\_\_\_.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF the Authority and Contractor have executed this Contract as of the date first above written.

**[CONTRACTOR]**

By: \_\_\_\_\_  
[SIGNATORY]  
[TITLE]  
Federal Tax Identification No. \_\_\_\_\_

OAKLAND HOUSING AUTHORITY, a public body  
Corporate and politic

By: \_\_\_\_\_  
Eric Johnson  
Executive Director

**EXHIBIT A**  
**Scope of Services**

EXHIBIT A

**EXHIBIT B**  
**Payment Schedule**

EXHIBIT B

**EXHIBIT C**  
**General Conditions for Non-Construction Contracts**  
**Section 1**  
**HUD-5370-C (10/2006)**





**Oakland Housing Authority**

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**CONTRACTING & PURCHASING PROCEDURES**

# **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.

**Oakland Housing Authority**

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