



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

Quote #17-026

DATE: October 31, 2017 **Type of Purchase:**
ATTENTION TO: **All Potential Bidders** Non-Construction
 Construction/Maintenance
 Materials Only
FROM: **Kimberly Low** **PHONE/EMAIL:** 510-587-2128/ Email:
klow@oakha.org

SUBJECT:	Request Written Quotes for Energy and Water Audit
PROJECT NAME:	HUD Five Year Energy and Water Audit

INTRODUCTION:

The Oakland Housing Authority ("Authority") is soliciting proposals from qualified Contractors to provide an energy (electricity and natural gas) and water audit. The selected Contractor shall recommend energy and water conservation measures (hereinafter known as ECMs) that will result in cost savings as outlined in the Scope of Work in this bid. All audits must comply with the standards and requirements of the U.S Department of Housing and Urban Development (HUD) and in accordance with **24 CFR Part 965, Subpart C, Energy Audits and Energy Conservation Measures (Exhibit D)**.

INSTRUCTIONS:

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

1. Scope of Work (Exhibit A)
2. Quote Form (Exhibit B)
3. Public Housing Inventory Breakdown (Exhibit C)
4. HUD Regulations Regarding Energy Audits (Exhibit D)
5. Terms and Conditions (Exhibit E)
6. HUD 5369-C (HUD Certifications and Representations of Offerors – Non-Construction Contract)) (Exhibit F)
7. Profile and Certification Form (Exhibit G)
8. Subcontractor Form (Exhibit H)
9. Contractor's Summary Guide to Section 3 Compliance (Exhibit I)
10. Insurance Requirements for Consultants (Exhibit J)

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

1. Quote Form (Exhibit B). An Excel spreadsheet is made available.
2. HUD 5369-C (HUD Certifications and Representations of Offerors – Non-Construction Contract) (Exhibit F)
3. Profile and Certification Form (Exhibit G)
4. Subcontractor Form (Exhibit H)
5. Section 3 Certification and Action Plan (pages 4 of Contractor's Summary Guide) (Exhibit I)
6. Section 3 Action Plan (page 5-6 of Contractor's Summary Guide) (Exhibit I)
7. Addendum Acknowledgement (if applicable)

QUOTE PROCESS

Site Walk:

Bidders are encouraged to view sites prior to bidding using the address list in Exhibit C. Bidders are required to contact **Judy Monnier**, 510-587-7131, or jmonnier@oakha.org before entering any site and must be accompanied by Authority personnel while on Authority premises.

QUESTIONS DUE: Tuesday, November 7, 2017 @ 10:00 AM. Please email your questions to klow@oakha.org .

ADDENDUM RELEASED (IF APPLICABLE): Wednesday, November 8, 2017 by 5:00 PM on Oakland Housing Authority website.

DEADLINE: Wednesday, November 15, 2017 by 10:00 AM to klow@oakha.org .

SELECTION PROCESS:

The quote will be evaluated and awarded to the lowest responsible, responsive and qualified bidder:

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

1. General Liability Insurance (naming the Authority as additionally insured) and Workmen's Compensation Insurance certificates.
2. Form W-9 and - Other required forms as applicable.

Exhibit A

Scope of Services



Scope of Work

A. PROJECT NARRATIVE

Description of Housing Portfolio

In order to comply with the Department of Housing and Urban Development's (HUD) requirement for completing an energy audit *not less than once every five years*, the Authority is requesting a standard audit for 40 apartments within its portfolio of 1,296 public housing apartments located at ten sites within Oakland, CA. At five properties, the public housing units are part of a larger mixed-finance development. Eight of the ten properties are managed by three third-party management companies.

There is no structural difference between the public housing designation and any other designation within a building or development. The multifamily buildings range from one-story to thirteen stories and are configured as apartments, townhouses, and bungalows. The structures were built between the 1940's and the 2000's. The units range from one to five bedrooms. See **Exhibit C** for complete property details.

Upon request, the Authority will provide electronic utility reports (gas, electricity and water) for Harrison Tower, Lockwood Gardens and Peralta Village. The Authority can also provide electronic or paper copies of the utility bills for remaining seven properties.

The Authority has maintained and operated the buildings with improvements to its systems, components, and living spaces. Although some properties have undergone major modernization, new cost effective energy and water conservation measures need to be investigated.

The Authority will provide a list of addresses and contacts upon award of contract. Contractor is responsible for scheduling inspections. Some units may be occupied, but property managers will do their best to provide vacant units. Contractor is to minimize any disruption to tenants during inspections. Contractors will have access to units from 9 a.m. to 4 p.m., Monday through Friday.

Bidders are encouraged to view sites prior to bidding using the address list in Exhibit C. Please contact **Judy Monnier**, 510-587-7131, or jmonnier@oakha.org to arrange a visit or before entering any premises.

The selected Contractor may require the services of subcontractors. The Authority will reserve the right to audit the financial records of the contractors and its subcontractors. (Please submit the **Subcontractor Form (Attachment H)** in the attached forms *if applicable*).

B. DESCRIPTION OF SERVICES REQUIRED

The Authority is seeking the services of a professional Contractor experienced with conducting energy and water audits, and recommending utility (gas, electricity and water) conservation measures that will result in cost savings to the Authority pursuant to the scope of work described below. All audits must comply with generally accepted industry standards and the standards and requirements of 24 CFR 965.302 - Requirements for energy audits:

All PHAs shall complete an energy audit for each PHA-owned project under management, not less than once every five years. Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA.

In addition, the Contractor must comply with all HUD requirements. It is the Contractor's responsibility to know and understand the HUD requirements before starting.

Contractor will conduct an energy audit on the **40 sample units** within the developments listed in **Exhibits B** (Cost form) and **Exhibit C (Public Housing Portfolio)**. The contractor shall inspect every development listed in this Request for Quotes. Exhibit B (Cost Form) can be provided as an Excel spreadsheet.

The selected Contractor shall consider possible energy and water saving and cost reduction measures given the building components and systems at the site(s). The audit shall consider, but not be limited to, energy and water conservation opportunities in the following categories:

- a) Building Envelope/Structure;
- b) Building Systems (electrical, mechanical, plumbing);
- c) Building Equipment Operation and Maintenance; and
- d) Appliances

The selected Contractor shall meet with the Authority's Project Manager to establish a contact list and audit schedule to facilitate access to housing developments and apartments.

C. DELIVERABLES

1. It is expected that the Contractor will conduct the energy and water audit taking into consideration HUD standards and requirements. The final audit report is due on **DECEMBER 14, 2017, BY 10 AM LOCAL TIME. TIME IS OF THE ESSENCE IN COMPLETING THIS CONTRACT.** The report shall include, but not be limited to, the following sections:
 - A. Audit objectives and methodology.
 - B. Overview of project activities and findings.
 - C. Recommendations, cost, and saving projections
 - D. Reports on individual developments.
 - E. Data collection forms, interviews, if applicable, etc.
2. All reports shall be delivered to the Authority in both "hard copy," one (1) marked original and two (2) copies, and digital format in editable, not-locked Microsoft Excel and/or Word documents. These documents and the information therein shall be the sole property of the Authority. The Contractor shall not provide any other entity copies of such documents without the prior written approval of the Authority.

D. WORK STANDARDS

1. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the energy and water audit on-time. The Services shall be subject to, and performed in accordance with, this Informal Quote, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.
2. All work performed by Contractor must be to a professional standard, complying with all requirements of the State and Local building codes, and to the full satisfaction of the Authority.
3. Contractor must possess the proper federal, state and local licenses in good standing as required to perform the services.

4. Contractor is responsible for obtaining any permits (if necessary) to perform the work.
5. Contractor is to have all Oakland Housing Authority insurance requirements in place and maintained throughout providing the contracted service to the Authority, as described in Attachment J.
6. Contractor must use its own equipment.
7. Contractor will provide professional and courteous services to employees and residents of the Authority. The Authority is a ZERO Tolerance Agency for unprofessional behavior towards residents or staff.

Exhibit B
Quote Form

Quote #17- 026
HUD Required Energy and Water Audit

BR SIZE	Harrison Tower 1621 Harrison		2001 MacArthur		Campbell Village		Lockwood Gardens		Peralta Village		Lion Creek (Includes Phase I & II & III)		Foothill		Chestnut Court		
	No.	COST	No.	COST	No.	COST	No.	COST	No.	COST	No.	COST	No.	COST	No.	COST	
1 BR	4		1		1		2		3							1	
2 BR			1		2		3		3		1						
3 BR					1		2		2		2		1				
4 BR							1				2					1	
5 BR											1						
No. of Units		4		2		4		8		8		6		1		2	
Cost for Building Systems		\$: _____		\$: _____							\$: _____						\$: _____
Total Cost per Property:		\$: _____		\$: _____		\$: _____		\$: _____		\$: _____		\$: _____		\$: _____			\$: _____
Grand Total		\$: _____															

Number of units to be audited (A total of 40 units).

**THE ENERGY AND WATER AUDIT RESULTS MUST BE COMPLETED BY FRIDAY, DECEMBER 14, 2017 BY 10 AM
 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO KNOW ALL HUD AND CFR REQUIREMENTS**

Contractor Name: _____ Authorized Signature: _____

Title: _____ Date: _____ Address: _____

Telephone: _____ Email: _____

Exhibit C

Public Housing Inventory Breakdown

Energy Audit 2017

PUBLIC HOUSING UNITS WITHIN MIXED FINANCE DEVELOPMENTS*

Exhibit C (page 2 of 2)

Property	Address	Total Units	Public Housing Units	Audit Sample (# of Units)	BR					UTILITY RESPONSIBILITY				
					1	2	3	4	5	NAT GAS		ELEC	WATER	
*All properties managed by third parties										Owner	RES	Owner	RES	Owner
6	Lion Creek Phase I	6615-6755 Leona Creek Dr.	115		15	32	49	16	3	DHW		Solar	Cooking	Owner
	Year completed 2006	6814-6846 Hawley	45		4	10	23	8					Heat	
		915 69th Ave.		2			1	1					All plug	
		910-920 66th Ave.												
	Lion Creek Phase II	815-885 69th Ave.	146		28	63	43	5	7	DHW		Solar	Cooking	Owner
	Year completed 2007	6825 Leona Way	54		8	4	32	5	5				Heat	
		6818-6888 Lion Way		2		1			1				All plug	
	Lion Creek Phase III	930-50 66th Ave.	106		13	34	17	5	0	DHW		Solar	Cooking	Owner
	Year completed 2008	6620-6624 Lion Way	37				28	9					Heat	
		6629 Lion Way		2			1	1					All plug	
		6620 Leona Creek Dr.												
		Total	367	99										
7	Foothill Family	6900 Foothill Blvd.	65			32	33					Cooking		Owner
	Year completed 2002		21			2	19					Heat		
				1			1					DHW	All plug	
8	Chestnut Court	1088 West Grand	72		4	33	27	8	0	DHW		Solar	Cooking	Owner
	Year completed 2003		45			14	24	7					Heat	
	Title 24 reports available			2		1		1					Lights	
9	Linden Court	1089 26th Street	79		15	24	34	0	6	DHW		Solar	Cooking	Owner
	Year completed 2003		38			4	28		6				Heat	
	Title 24 reports available			2			1		1				All plug	
10	Mandela East	1400 7th Street	113		20	56	30	7		DHW			Cooking	Owner
	Year completed 2004		33			12	14	7					Heat	
				2		1	1						All plug	
	Mandela West	1350 7th Street	55		16	24	12	3		DHW			Cooking	Owner
	Year completed 2004		13			5	5	3					Heat	
				1				1					All plug	
		Total	168	46										
		PH Mixed Inventory Sub-totals	751	249	14									

TOTAL Public Housing Inventory	1,296	40
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PUBLIC HOUSING UNITS WITHIN THE DEVELOPMENT UNITS TO BE AUDITED

Energy Audit 2017

10/30/2017 10:49

Exhibit C (page 1 of 2)

Public Housing Sites OWNED BY OAKLAND HOUSING AUTHORITY

AMP	Site	Address	# OF BEDROOMS	Total Units	Audit Sample (# of Units)	UTILITY RESPONSIBILITY				
						NAT GAS		ELEC		WATER
		*Managed by a third party								
101	113	*Harrison Towers				OHA	RES	OHA	RES	OHA
Senior		1621 Harrison St	1 BR	100	4	DHW	0	ALL PLUG	0	
Built 1972		(connected to 1619 Harrison admin bldg)	2 BR	1		HEAT	0	COOK	0	
Floors 13		Total:		101	4					
102	173	*2001 MacArthur (Adell Ct.)								
Senior			1 BR	27	1	OHA	RES	OHA	RES	OHA
Built 1984			2 BR	3	1	DHW	HEAT		ALL PLUG	
Rehab 2011		Total:		30	2				COOK	
103	302	*Campbell Village-1657 10th Street								
Family		Major rehab completed in 2 phases:	1 BR	48	1	OHA	RES	OHA	RES	OHA
Built 1941		Phase 1: 77 units, 1997	2 BR	86	2		DHW		ALL PLUG	
Floors 2		Phase 2: 77 units, 1999	3 BR	20	1		HEAT			
		Total:		154	4		COOK			
104	303	Lockwood Gardens								
Family		1327 65th Ave.	1 BR	80	2	OHA	RES	OHA	RES	OHA
Built 1943		Major rehab completed in 3 phases:	2 BR	228	3		DHW		ALL PLUG	
Floors 1, 2		Phase 1: 72 units, 1999	3 BR	59	2		HEAT			
Flats,		Phase 2: 158 units, 2002	4 BR	5	1		COOK			
townhouses,		Phase 3: 142 units, 2005								
duplexes		Total:		372	8					
108	301	Peralta Village-935 Union								
Family	Major	Phase 1: 118, 1997	1 BR	152	3	OHA	RES	OHA	RES	OHA
Built 1943	Rehab	Phase 2: 132, 1998	2 BR	202	3		DHW		ALL PLUG	
Floors 2	3 phases	Phase 3: 140 units, 2000	3 BR	36	2		HEAT			
		Total:		390	8		COOK			
Public housing owned by OHA sub-total				1,047						
					Audit Sub-total	26				

Exhibit D

HUD Regulations Regarding Energy Audits

Assf. Secy., for Public and Indian Housing, HUD

§965.305

\$250,000 per claim prior to such costs being deducted from the limit of liability.

(5) *Occurrence form policy.* The form used must be an "occurrence" form, or a "claims made" form that contains an extended reporting period of at least five years. (Under an occurrence form, coverage applies to any loss regardless of when the claim is made.)

(6) *Aggregate limit.* If the policy contains an aggregate limit, the minimum acceptable limit is \$1,000,000.

(7) *Cancellation.* In the event of cancellation, at least 30 days' advance notice is to be given to the insured and any additional insured.

(c) *Exception to requirements.* Insurance already purchased by the PHA or contractor and enforced on the day this section is effective which provides coverage for lead-based paint activities shall be considered as meeting the requirements of this section until the expiration of the policy. This section is not applicable to architects, engineers or consultants who do not physically perform lead-based paint activities.

(d) *Insurance for the existence of lead-based paint hazards.* A PHA may also purchase special liability insurance against the existence of lead-based paint hazards, although it is not a required coverage. A PHA may purchase this coverage if, in the opinion of the PHA, the policy meets the PHA's requirements, the premium is reasonable and the policy is obtained in accordance with applicable procurement standards. (See part 85 of this title and §965.205 of this title.) If this coverage is purchased, the premium must be paid from funds available under the Performance Funding System or from reserves.

[59 FR 31930, June 21, 1994, as amended at 64 FR 50228, Sept. 15, 1999]

Subpart C—Energy Audits and Energy Conservation Measures

SOURCE: 61 FR 7969, Feb. 29, 1996, unless otherwise noted.

§965.301 Purpose and applicability.

(a) *Purpose.* The purpose of this subpart C is to implement HUD policies in support of national energy conserva-

tion goals by requiring PHAs to conduct energy audits and undertake certain cost-effective energy conservation measures.

(b) *Applicability.* The provisions of this subpart apply to all PHAs with PHA-owned housing, but they do not apply to Indian Housing Authorities. (For similar provisions applicable to Indian housing, see part 950 of this chapter.) No PHA-leased project or Section 8 Housing Assistance Payments Program project, including a PHA-owned Section 8 project, is covered by this subpart.

§965.302 Requirements for energy audits.

All PHAs shall complete an energy audit for each PHA-owned project under management, not less than once every five years. Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA.

§965.303 [Reserved]

§965.304 Order of funding.

Within the funds available to a PHA, energy conservation measures should be accomplished with the shortest payback periods funded first. A PHA may make adjustments to this funding order because of insufficient funds to accomplish high-cost energy conservation measures (ECM) or where an ECM with a longer pay-back period can be more efficiently installed in conjunction with other planned modernization. A PHA may not install individual utility meters that measure the energy or fuel used for space heating in dwelling units that need substantial weatherization, when installation of meters would result in economic hardship for residents. In these cases, the ECMs related to weatherization shall be accomplished before the installation of individual utility meters.

§965.305 Funding.

(a) The cost of accomplishing cost-effective energy conservation measures, including the cost of performing energy

§965.306

audits, shall be funded from operating funds of the PHA to the extent feasible. When sufficient operating funds are not available for this purpose, such costs are eligible for inclusion in a modernization program, for funding from any available development funds in the case of projects still in development, or for other available funds that HUD may designate to be used for energy conservation.

(b) If a PHA finances energy conservation measures from sources other than modernization or operating reserves, such as a loan from a utility entity or a guaranteed savings agreement with a private energy service company, HUD may agree to provide adjustments in its calculation of the PHA's operating subsidy eligibility under the PFS for the project and utility involved based on a determination that payments can be funded from the reasonably anticipated energy cost savings (See §990.107(g) of this chapter).

§965.306 Energy conservation equipment and practices.

In purchasing original or, when needed, replacement equipment, PHAs shall acquire only equipment that meets or exceeds the minimum efficiency requirements established by the U.S. Department of Energy. In the operation of their facilities, PHAs shall follow operating practices directed to maximum energy conservation.

§965.307 Compliance schedule.

All energy conservation measures determined by energy audits to be cost effective shall be accomplished as funds are available.

§965.308 Energy performance contracts.

(a) *Method of procurement.* Energy performance contracting shall be conducted using one of the following methods of procurement:

(1) Competitive proposals (see 24 CFR 85.36(d)(3)). In identifying the evaluation factors and their relative importance, as required by §85.36(d)(3)(i) of this title, the solicitation shall state that technical factors are significantly more important than price (of the energy audit); or

24 CFR Ch. IX (4-1-12 Edition)

(2) If the services are available only from a single source, noncompetitive proposals (see 24 CFR 85.36(d)(4)(i)(A)).

(b) *HUD Review.* Solicitations for energy performance contracting shall be submitted to the HUD Field Office for review and approval prior to issuance. Energy performance contracts shall be submitted to the HUD Field Office for review and approval before award.

Subpart D—Individual Metering of Utilities for Existing PHA-Owned Projects

SOURCE: 61 FR 7970, Feb. 29, 1996, unless otherwise noted.

§965.401 Individually metered utilities.

(a) All utility service shall be individually metered to residents, either through provision of retail service to the residents by the utility supplier or through the use of checkmeters, unless:

(1) Individual metering is impractical, such as in the case of a central heating system in an apartment building;

(2) Change from a mastermetering system to individual meters would not be financially justified based upon a benefit/cost analysis; or

(3) Checkmetering is not permissible under State or local law, or under the policies of the particular utility supplier or public service commission.

(b) If checkmetering is not permissible, retail service shall be considered. Where checkmetering is permissible, the type of individual metering offering the most savings to the PHA shall be selected.

§965.402 Benefit/cost analysis.

(a) A benefit/cost analysis shall be made to determine whether a change from a mastermetering system to individual meters will be cost effective, except as otherwise provided in §965.405.

(b) Proposed installation of checkmeters shall be justified on the basis that the cost of debt service (interest and amortization) of the estimated installation costs plus the operating costs of the checkmeters will be more than offset by reduction in future

Exhibit E

Terms and Conditions



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

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

PROCEDURE: Bidders must submit proposed pricing where provided for on the Request for Quote form.

HA = Housing Authority

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

- 10.0 BID COSTS: There shall be no obligation for the HA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this Solicitation.
- 11.0 SHIPPING COSTS: Each bid sum submitted shall include delivery of the items to the specified HA site or location, as specified within the Solicitation or on the PO issued.
- 12.0 ASSIGNMENT OF PERSONNEL: The HA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this Solicitation (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the HA Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Buyer shall be void and may result in the cancellation of the PO or contract with the HA.
- 14.0 LICENSING AND INSURANCE REQUIREMENTS: By submitting a bid the successful bidder thereby certifies that he/she possess and will, upon request by the HA, present to the HA, proof and/certification of the following:
 - 14.1 Local business license issued by [NAME OF APPLICABLE CITY OR COUNTY] (does not apply to bidders who ship goods in from out-of-town);
 - 14.2 If applicable, a copy of the bidder's license issued by the State of [NAME THE STATE] licensing authority allowing the bidder to provide the services or products as detailed herein (does not apply to bidders who ship goods in from out-of-state).
 - 14.3 OHA Insurance Requirements - insurance coverage (naming the HA as an additional insured, along with the applicable endorsement), automobile insurance coverage, in amounts designated by the HA, which will be included in the Purchase Order if selected and may be provided if requested.

Exhibit F

HUD 5369-C

(HUD Certifications and Representations of Offerors – Non-
Construction Contract)

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Exhibit G

Profile and Certification Form

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, 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.
- (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/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))
- (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.

Signature

Date

Printed Name

Company

Exhibit H

Subcontractor Form



SUBCONTRACTOR FORM

Quote No. : 17-026

(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	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

Quote : 17-026

(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 _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

Exhibit I

Contractor's Summary Guide to Section 3 Compliance



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.**

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.

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 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

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

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.

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:

Number of People in Household	Annual Household Income Limits (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



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 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 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: _____

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).

Exhibit J

Insurance Requirements for Consultants

Oakland Housing Authority

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be as least as board as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

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

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

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

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

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3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A Copy of the claims reporting requirements must be submitted to the Authority for review.

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

Acceptability of Insurers

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

Verification of Coverage

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