



Oakland Housing
Authority

September 3, 2020

Gentlemen/Ladies:

SUBJECT: Quote No. 20-009 Lead Paint Testing

The Oakland Housing Authority (“the Authority”) invites quotes from experienced vendors who can perform lead-based paint evaluation and lead-based paint hazard control.

Responses to this solicitation will be accepted online at the Economic Engine Marketplace website until the quote due date, September 30, 2020. **Proposers MUST register with Economic Engine at the following link in order to submit a quote:**

https://ha.economicengine.com/requests.html?company_id=50863

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

We look forward to receiving your quote.

Sincerely,

DocuSigned by:
Patricia Wells
722CF180EE194A1...

Patricia Wells
Executive Director
Oakland Housing Authority
1619 Harrison Street, Oakland, CA 94612



OAKLAND HOUSING AUTHORITY (OHA)
Contract Compliance & General Services
 1619 Harrison Street, Oakland CA 94612
 510-587-2165 / 510-587-2124 Fax

Quote #20-009

DATE: September 3, 2020 Type of Purchase:
 Non-Construction
ATTENTION TO: All Potential Bidders Construction/Maintenance
 Materials Only
FROM: Courtney Sharif **PHONE/EMAIL:** Phone: 510-587-2165/
 Email: csharif@oakha.org

Quote #:	Quote #20-009
PROJECT NAME:	Lead Paint Testing

INSTRUCTIONS:

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

1. Scope of Work
2. Quote Form
3. Testing Forms 7.2-7.6
4. Terms and Conditions
5. Insurance Requirements for Contractors
6. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)
7. HUD Table 5.1
8. Contractor's Summary Guide to Section 3 Compliance
9. Profile and Certification Form

To bid, please email or submit your quote and the following documents to the above contact staff:
 (If you do not have scanning capabilities, you may enter your name in the "Signed By" box below and email the completed form.)

1. Quote Form
2. HUD 5369-A (HUD Representations, Certifications and Other Statements of Bidders)
3. Section 3 Certification and Action Plan (pages 4 of Contractor's Summary Guide)
4. Section 3 Action Plan (page 5-6 of Contractor's Summary Guide)
5. Profile and Certification Form

QUESTIONS DUE: September 17, 2020 by 10:00 AM PST

QUESTIONS ANSWERED: September 24, 2020 by 5:00 PM PST

DEADLINE: September 30, 2020 by 10:00 AM PST

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
1619 Harrison Street, Oakland, CA 94612
510-587-2165 / 510-587-2124 Fax

SCOPE OF WORK

1. Quote Introduction:

The Oakland Housing Authority (“OHA”) is requesting quotes from qualified and experienced vendors who perform lead-based paint evaluation and lead-based paint hazard control.

2. Scope of Work:

OHA received a HUD Grant for Funding Opportunity Number: FR-6100-N-42 for the Lead-Based Paint Capital Fund Program (LBPCF). The HUD Grant is for lead-based paint evaluation and lead-based paint hazard control for OHA’s three public housing sites: Campbell Village, Lockwood Gardens, and Peralta Village.

OHA is requesting quotes from qualified and experienced vendors who perform lead-based paint evaluation and lead-based paint hazard control. The selected vendor will inspect units at random, identified per HUD Guidelines, with a minimum number of units as listed above. The vendor will also provide an estimate on how much more it would cost to inspect an additional unit (cost identified in Section 2 in Quote Form attached) at the discretion of OHA. Vendors responding to this quote must have experience providing the services described in the Scope of Work to other government agencies, and they must have performed work with at least 10 multi-family sites in the last 5 years.

The selected vendor will be required to complete the Scope of Work outlined within this Quote within one year of contract award.

Service Requirements

a. Services Provided

Contractor must comply with current HUD and EPA Regulations:

- HUD – 24 CFR Part 35
 - Subpart A: Lead Disclosure Rule
 - Subpart B: General LSHR Requirements & Definitions
 - Subpart H, L, M: LSHR Program Requirements
 - Subpart R: LSHR Methods and Standards

- EPA – 40 CFR Part 745
 - Subparts E and Q: Renovation, Repair, and Painting (RRP) Rule
 - Subparts D, L, Q: Lead-Based Paint Activities Rule
 - Subpart F: Lead Disclosure Rule

Contractor will have access to all areas which need to be tested.

All services shall be performed during normal OHA business hours, which are Mondays through Fridays, after 8:00 a.m. and before 5:00 p.m. OHA is closed every other Friday, so the selected vendor is required to coordinate with OHA to complete the work within OHA operating hours.

b. Selection of Housing Units, Common Areas, and Exterior Areas

Property	Total Units	Minimum Units to Inspect
Campbell Village (1670 8 th St) CA003000103	154	48
Lockwood Gardens (1327 65 th Ave) CA003000104	372	54
Peralta Village (935 Union St) CA003000108	391	55
TOTAL	917	157

Contractor will perform random sampling per the HUD and EPA Regulations as stated above. Contractor will inspect a minimum of 157 units. Additional units to be added per OHA's discretion, billed at the cost identified in Section 2 of Quote Form.

c. Listing Testing Combinations and Common Areas

The "Multi-family Housing LBP Testing Data Sheet" form (Form 7.5) – or a comparable form – should be used to list the testing combinations in each unit, common area and exterior site that was selected for inspection. In multi-family housing, the inventory of testing combinations often will be similar for units that have the same number of bedrooms.

d. Documentation in Multi-Family Housing

Use the HUD Guidelines for reports and documentation of results and findings. Use forms 7.2 through 7.6 for multi-family housing.

3. **Definitions**

Definitions of several key terms used within this Quote are provided below.

Although other definitions are available, the definitions and descriptions within this Quote should be used when conducting Lead-Based Paint Inspections.

a) **Building Component Types** – A building component type consists of doors, windows, walls, and so on that are repeated in more than one room equivalent in a unit and have a common substrate. If a unique building component is present in only one room, it is considered to be a testing combination. Each testing combination may be composed of more than one building component (such as two similar windows within a room equivalent). Component types can be located inside or outside the dwelling. For example, typical component types in a bedroom would be the ceiling, walls, a door and its casing, the window sash, window casings, and any other distinct surface, such as baseboards, crown molding, and chair rails. If trends or patterns of lead-based paint classifications are found among building component types in different room equivalents, an inspection report may summarize results by building component type, as long as all measurements are included in the report. For example, the inspection may find that all doors and door casings in a dwelling unit are coated with LBP (are “positive”).

b) **Lead-based paint** – Paint or other surface coatings that contain lead equal to or greater than 1.0 mg/cm² or 0.5 percent by weight. (Equivalent units for the weight concentration are: 5,000 µg/g, 5,000 mg/kg, or 5,000 ppm by weight). Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper that covers painted surfaces.

c) **Lead loading** – The mass of lead in a given surface area of a substrate. Lead loading is typically measured in units of milligrams per square centimeter (mg/cm²). It is also called area concentration.

d) **Room equivalent** – A room equivalent is an identifiable part of a residence, such as a room, a house exterior, a foyer, a staircase within a housing unit, a hallway within a housing unit, or an exterior area (exterior areas contain items such as play areas, painted swing sets, painted sandboxes, etc.). Closets or other similar areas adjoining rooms should not be considered as separate room equivalents unless they are obviously dissimilar from the adjoining room equivalent. Most closets are not separate room equivalents. Exteriors should be included in all inspections. An individual side of an exterior is not considered to be a separate room equivalent, unless there is visual or other evidence that its paint history is different from that of the other sides. All sides of a building (typically two for row houses, three for each of the units of a side-by-side duplex, or four for freestanding houses) are generally treated as a single room equivalent if the paint history appears to be similar. For multi-family developments or apartment buildings, common areas and exterior sites are treated as separate types of units, not as room equivalents.

e) **Substrate** – The substrate is the material underneath the paint. Substrates should be classified into one of six types: brick, concrete, drywall, metal, plaster, or wood. These substrates cover almost all building materials that are painted and are linked to those used in the XRF Performance Characteristic Sheets (PCS). For example, the concrete substrate type includes poured concrete, precast concrete, and concrete block.

If a painted substrate is encountered that is different from the substrate categories shown on the PCS, select the substrate type that is most similar in density and composition to the substrate being tested. For example, for painted glass substrates, an Inspector should select the concrete substrate, because it has about the same density (2.5 g/cm²) and because the major element in both is silicon.

For components that have layers of different substrates, such as plaster over concrete, the substrate immediately adjacent to (underneath) the painted surface should be used. For example, plaster over concrete block is recorded as plaster.

f) **Testing Combination** – A testing combination is a unique combination of room equivalent, building component type, and substrate. Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing combination. Table 1 below lists common building component types that could make up distinct testing combinations within room equivalents. The list is not intended to be exhaustive. Unlisted components that are coated with paint, varnish, shellac, wallpaper, stain, or other coating should also be considered as a separate testing combination.

Certain building components that are adjacent to each other and not likely to have different painting histories can be grouped together into a single testing combination, as follows:

- ◆ Window casings, stops, jambs and aprons are typically a single testing combination.
- ◆ Interior window mullions and window sashes are a single testing combination – do not group interior mullions and sashes with exterior mullions and sashes.
- ◆ Exterior window mullions and window sashes are a single testing combination.
- ◆ Doorjambs, stops, transoms, casings and other doorframe parts are a single testing combination.
- ◆ Door stiles, rails, panels, mullions and other door parts are a single testing combination.
- ◆ Baseboards and associated trim (such as quarter-round or other caps) are a single testing combination (do not group chair rails, crown molding or walls with baseboards).
- ◆ Painted electrical sockets, switches or plates can be grouped with walls.

Each of these building parts should be tested separately if there is some specific reason to believe that they have a different painting history. In most cases, separate testing will not be necessary.

4. **Documentation of Results**

The complete set of forms provided at the end of this quote for use in single-family and multifamily housing may be used; similar forms or computerized reports may also be used to document the results of inspections.

Table 1: Examples of Interior and Exterior Building Component Types

Commonly Encountered Interior Painted Components That Should Be Tested Include:		
Air Conditioners	Counter Tops	Radiators
Balustrades	Crown Molding	Shelf Supports
Baseboards	Doors and Trims	Shelves
Bathroom Vanities	Electrical Fixtures, Painted	Stair Stringers
Beams	Fireplaces	Stair Treads and Risers
Cabinets	Floors	Stools and Aprons
Ceilings	Handrails	Walls
Chair Rails	Newel Posts	Window Sashes and Trim
Columns	Other Heating Units	

Exterior Painted Components That Should Be Tested Include:		
Air Conditioners	Fascias	Railing Caps
Balustrades	Floors	Rake Boards
Bulkheads	Gutters and Downspouts	Sashes
Ceilings	Joists	Siding
Chimneys	Handrails	Soffits
Columns	Lattice Work	Stair Risers and Treads
Corner boards	Mailboxes	Stair Stringers
Doors and Trim	Painted Roofing	Window and Trim

Other Exterior Painted Components Include:	
Fences	Storage Sheds & Garages
Laundry Line Posts	Swing sets and Other Play Equipment

Table 2 provides six (6) examples of different testing combinations. The first example is a wooden bedroom door. This is a testing combination because it is described by a room equivalent (bedroom), component (door), and substrate (wood). If one of these variables is different for another component, that component is a different testing combination. For example, if a second door in the room equivalent is metal, two testing combinations, not one, would be present.

Table 2: Examples of Distinct Testing Combinations

Room Equivalent	Building Component	Substrate
Master Bedroom (Room 5)	Door	Wood
Master Bedroom (Room 5)	Door	Metal
Kitchen (Room 3)	Wall	Plaster
Garage (Room 10)	Floor	Concrete
Exterior	Siding	Wood
Exterior	Swing set	Metal



OAKLAND HOUSING AUTHORITY (OHA)
Contract Compliance & General Services
 1619 Harrison Street, Oakland, CA 94612
 510-587-2165 / 510-587-2124 Fax

QUOTE FORM

PLEASE SUBMIT YOUR QUOTE FORM TO THE ASSIGNED CCGS STAFF FOR THIS QUOTE VIA EMAIL OR IN PERSON

ATTENTION TO:	Courtney Sharif
Quote #:	Quote # 20-009 Lead Paint Testing
Due Date:	September 30, 2020 by 10:00 AM

The vendor is responsible for supplying all labor, equipment and materials to perform the services as identified in the scope of work. Vendor pricing as detailed below, shall be firm through the entire term of the awarded contract.

If your company has any additional fees, including travel and additional personnel, which OHA will be charged for the services outlined within the Scope of Work, please outline all cost in a separate document, labeled "Additional Fees". The "Additional Fees" documents should be submitted with the Quote Form. The fees outlined in the "Additional Fees" document will be used for informational purposes only.

Section 1: Cost Breakdown for Campbell Village, Lockwood Gardens, and Peralta Village:

Property	Total Units	Minimum Units to Inspect	Cost of Testing Minimum Amount of Units
Campbell Village 1670 8 th Street	154	48	\$: _____
Lockwood Gardens 1327 65 th Avenue	372	54	\$: _____
Peralta Village 935 Union Street	391	55	\$: _____
TOTAL:	917	157	
GRAND TOTAL:	\$: _____		

Section 2: Per Unit Cost:

Cost to inspect additional units (per unit cost):	\$: _____
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The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

Print name

Title

Signature

Date

Calibration Check Test Results – Form 7.2

Address/Unit No.: _____

Device: _____

Date: _____ XRF Serial No.: _____

Contractor: _____

Inspector Name: _____ Signature: _____

NIST SRM _____mg/cm² Calibration Check Tolerance Used _____mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

Second Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

Third Calibration Check (if required)

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		

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Fourth Calibration Check (if required)

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

*If the difference of the Calibration Check Average from the NIST SRM film value is greater than the specified Calibration Check Tolerance for this device, consult the manufacturer's recommendations to bring the instrument back into control. Retest all testing combinations tested since the last successful Calibration Check test.

Substrate Correction Values

Page _____ of _____

Address/Unit No. _____

Date _____ XRF Serial No. _____

Inspector Name _____ Signature _____

Use this form when the *XRF Performance Characteristics Sheet* indicates that correction for substrate bias is needed.

Substrate		Brick	Concrete	Drywall	Metal	Plaster	Wood
L O C A T I O N	1	First Reading					
		Second Reading					
		Third Reading					
	2	First Reading					
		Second Reading					
		Third Reading					
Correction Value (Average of the Six Readings)							

Transfer Correction Value for each substrate to the 'Correction Value' column of the LBP Testing Data Sheet.

Notes:



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 Business Opportunities/Open RFPs and Bid Status/ Active Bids).

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 to 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 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, which will be included in the Purchase Order if selected and may be provided if requested.



Oakland Housing Authority

INSURANCE REQUIREMENTS FOR CONTRACTORS

Consultant/Contractor/Organization 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/Contractor/Organizer, 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.

Minimum Limits of Insurance

Consultant/Contractor/Organizers 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 **\$1,000,000** per accident for bodily injury and Employer's Liability property damage.

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; 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/Contractor/Organizers 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 is 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/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer'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/Contractor's/Organizer'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.

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.

Verification of Coverage

Consultant/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 shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

**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)

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(i)** 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.



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's Dan Abrami at 510.587.5127 or dabrami@oakha.org** 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: 510.587.5127

Fax: 510.587.5141

Email: dabrami@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	\$26,050 or less
2	\$29,750 or less
3	\$33,450 or less
4	\$37,150 or less
5	\$40,150 or less
6	\$43,100 or less
7	\$46,100 or less
8	\$49,050 or less

(Income limits eff. 03/01/2019)

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

Rufus Davis, Labor and Section 3 Compliance Officer
Oakland Housing Authority
1805 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 510-587-5127*).
- 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).

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(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) Business Name as Listed on the California Secretary of State Website: _____

(10) California Secretary of State Entity Number: _____

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

(12) 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 3)

(13) Vendor Diversity Outreach Requirements: The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with the Authority for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with the Authority's outreach requirements and that said business will provide to the Authority evidence of the efforts described herein within three working days of such request.

a.) Written Notice

- Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE and other business enterprises. *[NOTE: You may be requested to submit a list of organizations that provided such assistance.]*
- We **did not** provide such written notice.

b.) Advertisement

- Not less than _____ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. *[Proof of advertisement must be attached.]*
- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) Participation

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.
- The undersigned party **did not** obtain participation by MBE/WBE businesses.

(14) 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: _____

(15) 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.

PROFILE AND CERTIFICATION FORM (Page 3 of 3)

(16) 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.

(17) 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.

(18) 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.

(19) 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))

(20) 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".

(21) Verification Statement: The undersigned party 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