



**OAKLAND HOUSING AUTHORITY (OHA)**  
**Contract Compliance & General Services**  
 1619 Harrison Street, Oakland CA 94612  
 510-587-2166 / 510-587-2124 Fax

**Quote # 23-006**

**DATE:** 03/16/2023

Type of Purchase:

**ATTENTION TO:** All Potential Bidders

- Non-Construction
- Construction/Maintenance
- Materials Only

**FROM:** Hannah Friend

**PHONE/EMAIL:** Email:hfriend@oakha.org

**Quote#:** Quote #23-006

**PROJECT NAME:** Vending Machine Services

**INSTRUCTIONS:**

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

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

To bid, please email or submit your quote and the following documents to the above contract 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. Contractor's Summary Guide to Section 3 Compliance
4. Profile and Certification Form

**QUESTIONS DUE:** 03/27/2023

**DEADLINE:** 04/06/2023 by 10:00AM

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.



## **QUOTE #22-006**

### **Vending Machines**

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

#### **1. GENERAL INFORMATION**

##### **Introduction:**

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

For questions regarding this procurement, please contact Hannah Friend, Contract Specialist, at 510-587-7104 or hfriend@oakha.org. Such contact shall be for procedural purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted by written addendum. Deadline for questions is Monday January 23<sup>rd</sup>, 2023 at 10:00am.

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

##### **OHA Reservation of Rights:**

1. OHA reserves the right to reject any or all quotes, to waive any informality in the informal quote process, or to terminate the informal quote process at any time, if deemed by OHA to be in its best interests.
2. OHA reserves the right not to award a contract pursuant to this informal quote.
3. OHA reserves the right to terminate a contract awarded pursuant to this informal quote, at any time for its convenience.
4. OHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this informal quote. Testing/sampling to take place during "Normal Business Hours".
5. OHA reserves the right to reject and not consider any proposal that does not meet the requirements of this informal quote, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

6. OHA reserves the right to, at any time during the informal quote or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
7. By accessing and/or by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CCGS Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by OHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve OHA, but not the prospective proposer, of any responsibility pertaining to such issue.

**Description of Services**

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

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

Address	Location	# of “Dry” Vending Machines	# of “Wet” Vending Machines	Est. # of Employees Supported
1805 Harrison St.	2 <sup>nd</sup> floor emp. lunch room	1	1	75
935 Union St.	1 <sup>st</sup> floor lobby*	1	1	30
1180 25 <sup>th</sup> Ave.	1 <sup>st</sup> garage*	1	1	30
1327 65 <sup>th</sup> Ave.	1 <sup>st</sup> floor lobby*	1	1	25
1540 Webster Street	2 <sup>nd</sup> floor emp. lunch room	1	1	90
<b>TOTALS:</b>		<b>5</b>	<b>5</b>	<b>250</b>

(\* = Public access is available) (NOTE: Office locations subject to change)

The vending machines at 1805 Harrison Street (one wet and one dry) will serve approximately 75 employees and shall be located in the employees' 2<sup>nd</sup> floor lunch room; the machines at 1180 25<sup>th</sup> Avenue (one wet and one dry) shall be located on the first floor and be accessible to the public; the machines at 1327 65<sup>th</sup> Avenue (one wet and one dry) and 935 Union Street (one wet and one dry) will be located on the 1<sup>st</sup> floor lobby areas; the machines located at 1540 Webster (one wet and one dry) will serve approximately 90 employees and shall be located in the employees' 2<sup>nd</sup> floor lunch room.

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

### **Equipment**

- a. Contractor shall furnish, install, maintain, service and repair and replace vending machines at no charge to the Oakland Housing Authority.
- b. Machines will be the property of the Contractor.
- c. Machines shall be installed, stocked, and ready for operation no later than 60 days after contract execution.
- d. Contractor shall be responsible for all repairs at no cost to OHA.
- e. Machines shall be maintained and kept in proper working order at all times.
- f. Replacement of non-functional machines must be addressed within two (2) weeks of notification.
- g. Upon expiration or termination of the contract, the Contractor must remove all machines within ten (10) business days of notification.
- h. All food vending machines must comply with all Federal, State, Oakland Housing Authority, and City Codes.
- i. The machines shall be energy star compliant, modern, or the latest mechanical/electronic technology with non-resettable cash accounting meters and bill validators. All equipment must be UL rated and be in new or near new condition. In no case shall machines older than three (3) years be installed.
- j. Include a color photo or brochure and specifications for all equipment to be supplied hereunder. The documentation provided must include the estimated annual energy consumption of each piece of equipment.

### **Products**

- a. Contractor shall ensure that no out of date products remain in machines.
- b. Contractor should provide healthier options including protein, energy, and/or Keto bars, trail mix & nuts, applesauce, jerky etc.
- c. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractor is expected to take immediate action to correct any situation in which product integrity is violated.
- d. Contractor shall provide OHA nutrition facts associated with all products proposed and provided with.

- e. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
- f. OHA will conduct periodic monitoring of the products to ensure they meet the nutritional guidelines set forth in the contract.
- g. Contractor shall provide nutrition facts to OHA prior to stocking new products.

### **Service**

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

### **Placement of Vending Machines**

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

### **Validity of Pricing**

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

### **Sample and Demonstration**

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

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

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

### **Facility Requirements**

#### **Electrical**

All vending machines utilizing electrical power shall be grounded with an approved three-wire cord and plug. All machines vending perishable foods must have a lock on the power cord to prevent accidental or intention disconnection.

Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The Contractor is responsible for installation cost of electrical circuits when there are no existing circuits available or if existing circuits are inadequate.

#### **Energy Efficiency Timer**

- All machines shall have an electronic timer or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles compressor to maintain product temperature. Compressor cycle intervals must be reduced during hours, weekends, and holidays when no office staff is present.

#### • **General Facility Requirements**

- No modification to building structure, electrical systems, plumbing, and any other part of the physical plant of any OHA building may be performed without prior approval from OHA.

#### • **Licenses and Permits**

- Contractor should maintain and pay for all necessary licenses and permits related to the ownership and operation of their vending machines.
- Contractor must have a valid business license and insurance.

#### • **Product Pricing**

- Contractor will provide a retail price lists with their proposals for the products that will be sold in the vending machines.
- Contractor must state in their proposal the percent (%) if commission paid to OHA from the anticipated total gross vending sales.

#### • **Commission Payment and Report of Sales**

- Contractor shall submit a quarterly detailed report of gross sales by the vending machines location with the number of the products sold. This report

must be submitted along with the commission payment to OHA. Please include a sample of this report in your quote.

- **Refund**

- All machines shall show the Vendor's name, a local service telephone number for reporting of machine malfunctions, the person or office within the Vendor's organization responsible for refunds, and regular days of the week for re-stocking of the machines. In addition, for identification purposes, each machine shall have a serial or I.D number that is visible and easily located.

- **Termination**

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

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

## **BID PROCESS**

### **Questions Due By:**

All questions must be submitted in writing no later than Monday, March 27, 2023 at 10:00 a.m. via email to:

E-mail address: [CCGS@oakha.org](mailto:CCGS@oakha.org) Please indicate the informal quote #23-006 in the "subject line".

### **Bid Due:**

Bids will be accepted by email until 10:00 a.m. (local time), Thursday, April 6, 2023. Bidders are responsible for ensuring that quotes are received on time. The Oakland Housing Authority does not afford a bidder an opportunity for re-submission of their bid. Quotes received after the due date and time will be rejected without consideration.

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

### **Required Documents:**

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

8. Section 3 Certification and Action Plan
9. Profile and Certification Form
10. Addendum Acknowledgment (if applicable)





**Quote #23-006**

**Exhibit A**

**Bid Form**

Please fill out and submit Exhibit A.

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

**Offeror's Information**

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

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

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

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

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

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

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

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

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

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

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

*\*There will be a one-time signing bonus for obtaining the sole vending machine rights.*

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

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PLEASE CHECK ALL THAT APPLIES.

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

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

\_\_\_\_ Beverages                      \_\_\_\_ Snacks                      \_\_\_\_ Cold/Frozen Food

\_\_\_\_ Low-Fat Snacks                      \_\_\_\_ Fresh Food                      \_\_\_\_ Microwavable Food

\_\_\_\_ Health Foods

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

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

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

- |                  |                   |               |                   |
|------------------|-------------------|---------------|-------------------|
| ___ Soda         | ___ Juice         | ___ Water     | ___ Milk          |
| ___ Sport drinks | ___ Energy drinks | ___ Iced tea  | ___ Ice cream     |
| ___ Chips        | ___ Crackers      | ___ Pretzels  | ___ Popcorn       |
| ___ Cookies      | ___ Nuts/Nuts Mix | ___ Pastries  | ___ Granola bar   |
| ___ Bag Candy    | ___ Chocolate bar | ___ Gum/Mints | ___ Soups         |
| ___ Fresh fruit  | ___ Sandwiches    | ___ Salads    | ___ Microwavables |

\_\_\_ Other (Please list): \_\_\_\_\_

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

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

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

10-15       16-25       26-35       36-48

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

Less than 100     101 – 175     176 – 250     251 – 325  
 326 – 400     401 – 475     476 – 550     More than 550

8. Frequency in replenishing the vending machines:

Daily       Weekly       Bi-weekly       Monthly

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

9. Type of customer interface used:

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

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

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

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

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12. What method is used to refund money?

Drop sensor  Toll-free number to reach company

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

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

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

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

14. Describe how you track sales and customer satisfaction:

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

\_\_\_\_ Daily      \_\_\_\_ Weekly      \_\_\_\_ Bi-weekly      \_\_\_\_ Monthly

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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**Firm:**

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**Authorized Signature: -**

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

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**Address:**

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

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



**EXHIBIT B**

**EQUIPMENT LIST**

**RETURN THIS PAGE WITH YOUR PROPOSAL**

*Please include pictures of brochures of equipment listed below*

Company Name:

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

Please list any other technological features your machines may have:

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

(Forms and documents referenced may also be downloaded from OHA website at [www.oakha.org/](http://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.



## Oakland Housing Authority

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### ***INSURANCE REQUIREMENTS***

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 agent's representatives, or employees.

#### ***Minimum Scope of Insurance***

Coverage shall be as least as board as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession.
5. Consultant's coverage is to be endorsed to include contractual liability up to breach of contract or non proforma.
6. **Fidelity Bond** appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
7. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
8. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.
9. **Builders Risk Insurance** as required by the State of California
10. **Crane Physical Damage Insurance** as required by the State of California (Code Section 1763.1).
11. **Pollution Insurance** – CalEPA standards of air emissions.
12. **Garage Liability** as required by the Bureau of Automotive Repair of the State of California (BAR) – to be endorsed for injury and property damaged.

#### ***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 Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.
  
- 4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
  
- 5. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1<sup>st</sup> and 3<sup>rd</sup>. party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract. Provide identity theft product to effected entities for one (1) year.
  
- 6. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
  
- 7. Crane Physical Damage Insurance: **\$1,000,000** per occurrence for direct physical property damage.
  
- 8. Pollution **\$1,000,000** per occurrence for direct air emissions violations.
  
- 9. Professional Liability (Omissions) **\$1,000,000** is to be endorsed to include (Errors & indemnification from misleading or fraudulent acts, defense against negligent claims and damages. Failure to perform on the part of the service provider up to and including breach of contract.
  
- 10. Garage Liability **\$1,000,000** per occurrence for bodily injury and property damage from direct garage operations not

covered under commercial or business liability insurance. Garage insurance will consist of an employee dishonesty provision for theft or vandalism done by an employee to any Authority vehicle while in the possession of the garage.

### ***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)

## CHAPTER 5. SMALL PURCHASE PROCEDURES

### 5.1 General (24 CFR 85.36(d)(1))

Small purchase procedures are a simplified method for acquiring supplies, materials, and services (including professional and construction) that do not exceed the PHA's small purchase threshold. These procedures are the simplest method of procurement and will be used for the vast majority of a PHA's purchases.

### 5.2 Small Purchase Dollar Limits

- A. PHAs shall establish a dollar threshold for individual small purchases in their Procurement Policy. The threshold may not exceed the Federal small purchase threshold (currently, \$100,000), or any lower dollar value set by the State or locality having jurisdiction over the PHA. In no case may the PHA adopt a State- or locally-approved threshold that exceeds \$100,000.
- B. PHAs may also establish a separate Micro Purchase threshold of up to \$2,000 per purchase.

### 5.3 Competition Requirements (24 CFR 85.36(c)(1))

- A. **Purchases Above the Micro Purchase Limit.** The PHA must solicit price quotes from an adequate number of qualified sources (generally defined as not less than three, except in the case of Micro Purchases, below). The PHA's Procurement Policy shall state any specific policy (e.g., requirement for three offers).
- B. **Micro Purchases.** PHAs may award Micro Purchases without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases). To the extent practicable, PHAs shall distribute Micro Purchases equitably among qualified vendors.
- C. **Prohibition Against Bid Splitting.** The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called 'bid splitting' or "unbundling") merely to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in the PHA's procurements. The Contracting Officer should document in the contract file the reasons for breaking down larger requirements into smaller ones.

### 5.4 Method of Solicitation

Quotations for small purchases may be obtained in writing (hard copy or email), orally, by fax, via catalogs, by letter, through electronic means, e.g., the Internet, through paid advertisement, or by displaying the solicitation in a public place. The method should be

appropriate to the purchase (e.g., obtaining price quotes by phone for a commercially available supply item). PHAs may establish in their Procurement Policies dollar thresholds or other requirements for the use of written and oral solicitations. Written solicitations are used when it is necessary to provide vendors with detailed information that cannot be conveyed orally (e.g., by phone), or with detailed quotation evaluation information. The Contracting Officer should determine the best method, given the situation.

## 5.5 Quotation Evaluation (24 CFR 85.36(f))

- A. **Price Reasonableness.** Before making an award, the Contracting Officer must determine that the proposed price is fair and reasonable. For most small purchases, price analysis is sufficient to make that determination. In cases where the PHA purchases services or items of a non-commercial nature (e.g., a special training course designed for the PHA's employees), submission of cost details and a cost analysis may be needed (see Chapter 10, section 10.3).
1. **Micro-Purchases.** Price analysis normally consists of comparing the quoted price to prices recently paid for the same or similar items, price lists, or catalog prices. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination that the price is reasonable, based on prior purchases of a similar nature or other sources of information.
  2. **Other Small Purchases above the Micro Purchase Level.** Generally, price analysis will consist of a comparison of quotations to each other and to other sources of pricing information (e.g., past prices paid, catalog prices, etc.). If only one response is received, the Contracting Officer should include a statement of reasonableness in the contract file. This statement may be based on market research, comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, or advertisements, a comparison with similar items in a related industry, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. Only in rare cases would the Contracting Officer conduct a cost analysis (a non-commercial type purchase unique to the PHA's needs, such as a training course for PHA accounting personnel).
- B. **Other Factors.** If using "price and other factors" to determine award, the Contracting Officer has broad discretion in fashioning suitable evaluation procedures. In these situations, the Contracting Officer should ensure that quotations can be evaluated in an efficient and minimally burdensome fashion. Competitive proposal type procedures (e.g., formal evaluations, determining competitive ranges, conducting detailed negotiations, or requesting best and final offers) should not be used for small purchases. Contracting Officers may use information such as their knowledge of, and previous experience, with the supply or service being purchased, the vendor's past performance for the PHA, or customer surveys to evaluate the quotation.

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C. **Evaluating Contractor Responsibility.** PHAs must make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. For small purchases, where payment is generally made only after full delivery/completion of the job, the Contracting Officer has broad latitude in evaluating contractor responsibility, including the Contractor's personal knowledge of, or past experience with, the vendor. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination of responsibility is satisfactory.

D. **Documentation (24 CFR 85.36(b)(9))**

1. **Purchases Above the Micro Purchase Threshold.** Documentation should be kept to a minimum. PHAs should retain information supporting their purchases (paper or electronic) to the minimum extent and duration needed for management review purposes (tracking purchasing activity, etc.). The following illustrate the extent to which quotation information should be recorded:

a. Oral solicitations. The contracting office should establish and maintain records of oral price quotations sufficient to reflect clearly the propriety of placing the orders at the price paid with the particular vendor. In most cases, this effort will consist merely of showing the names of the vendors contacted and the prices and other terms and conditions quoted by each.

b. Written solicitations. Limit written records of solicitations or offers to notes or abstracts that show prices, delivery, references to printed price lists used, the vendors contacted, and any other pertinent information.

c. Special situations. Include additional statements—

i. Explaining the absence of competition if only one source is solicited; or

ii. Supporting the award decision if other than price-related factors were considered in selecting the vendor.

3. **Micro Purchases.** If competitive quotations are solicited and award is made to other than the low quote, documentation to support the purchase may be limited to identification of the solicited vendors and a brief explanation for the award decision.

## 5.6 Petty Cash Purchases

A. **General.** Petty cash funds are to be used for very small, one time purchases. If utilized, petty cash funds should be established in the PHA's Procurement Policy and should be sufficient to cover very small purchases over a reasonable period (for instance, one month).

B. **Petty Cash Policy.** A Petty Cash Policy must (1) be in compliance with **24 CFR 85.36**, including the small purchase method, (2) establish the overall amount of the fund, (3) establish the maximum amount for each purchase, and (4) either establish

the appointment of one or more individuals as Petty Cash Administrators or the procedures for appointing such individuals.

## 5.7 Purchasing Cards

- A. **General.** Purchasing cards (including debit or credit cards) are a payment method and not necessarily a method of procurement, as defined in this handbook. Purchasing cards can be helpful in reducing transaction costs. Purchasing card usage, however, should follow the rules for all other small purchases. For example, the Contracting Officer may use a purchasing card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a purchasing card.
- B. **Card Management/Internal Controls.** When using purchasing cards, PHAs should adopt reasonable safeguards and procedures to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards). PHAs should also make sure that they have guidelines for selecting merchants/vendors, tracking purchases, and card payment/settlement procedures.

## 5.8 Bonding Requirements

There are no requirements for bid, payment, or performance bonds for small purchases.

## 5.9 Purchase Orders

- A. **General.** Most purchases under the small purchase method will be done via a Purchase Order sent or given to the contractor to initiate delivery of the item(s) or performance of the service(s). The issuance of a Purchase Order by the PHA and its acceptance by the contractor (either through performance or signature on the purchase order) constitute a contract. It is crucial, therefore, that the Purchase Order clearly specify the item(s) or service(s) being purchased and the terms and conditions of the purchase.
- B. **Form.** Purchase Orders are usually issued on a standard PHA form. While HUD does not prescribe any specific form, the Purchase Order will generally contain information regarding scope of work/service to be provided, price, delivery, method of payment, inspection, and acceptance. However, additional terms and conditions may be added depending on the nature and complexity of the work requested. Mandatory provisions are listed below in paragraph 5.10. PHAs should make sure that they include all necessary contract clauses in their Purchase Orders or in their Request for Quotes, providing the latter are referenced, and made part of, the Purchase Order.

## 5.10 Standardized Forms/Mandatory Contract Clauses

- A. **General.** Except in the case of bid specifications and contracts for construction or maintenance work in excess of \$2,000 (see paragraphs B and C, below), small purchases, including purchase orders, are subject only to the mandatory clauses contained in Table 5.1.

PHAs may be further bound by certain State or local requirements (See Chapter 13). Other than these Federal, State or locally-mandated provisions, PHAs should include language with any small purchase that is necessary and appropriate, consistent with good business practice.

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In addition to Table 5.1, HUD has developed forms which contain the contract clauses required for small purchases related to construction and maintenance work. The use of the Table and these forms are described in the paragraphs below.

- B. Mandatory Requirements for Construction Contracts greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in form HUD-5370-EZ, General Conditions for Small Construction/Development Contracts, and the applicable Davis-Bacon wage decision. Form HUD-5370-EZ has been designed for small construction jobs. PHAs may use form HUD-5370 in lieu of the HUD-5370-EZ if the former is more appropriate given the nature of the work.
- C. Mandatory Requirements for Maintenance Contracts (including nonroutine maintenance work) greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in Table 5.1; Section II of form HUD-5370-C, General Conditions for Non-Construction Contracts, and the applicable HUD wage decision.
- D. Acceptable Methods of Incorporation.** PHAs may utilize any one or any combination of the following methods to incorporate mandatory clauses and applicable wage decisions into bid specifications and contracts. PHAs may:
1. Attach the Table 5.1, HUD form(s), and/or wage decisions, as printed;
  2. Incorporate the clauses/text of the applicable HUD form and wage decision into other documents (e.g., into the PHA's own forms) that are bound/attached to the contract (and bid specifications, if applicable) or incorporated by reference (see paragraph 3, below).
  3. Incorporate the clauses or HUD forms and/or any applicable Davis-Bacon or HUD wage decision by reference. The reference must be specific as to the exact clauses or form(s) that are incorporated, and where the clauses or forms(s) may be accessed or obtained (e.g., HUDClips, PHA web site). A Davis-Bacon wage decision may be incorporated by reference to [www.wdol.gov](http://www.wdol.gov) and to the specific number, modification number, and date of the wage decision. HUD maintenance wage decisions are not available at HUD's web site; however, a PHA may post any applicable HUD wage decision to its own web site and reference that site. PHAs must provide hard-copies of any referenced clauses, forms, and/or wage decisions on request.

## 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.



**5.11 Use of Indefinite-Delivery Contracts**

PHAs may avoid making repetitive small purchases by awarding indefinite-delivery contracts, sometimes referred to as “blanket” or “open-end” contracts. Indefinite-delivery contracts are used when the PHA has a recurring need (e.g., cleaning supplies), but needs to order supplies and services and have them delivered as needed within a specific time period (e.g., one year). The contract specifies what the PHA may buy and establishes the prices. The PHA then orders the supplies or services from the contractor as needed. This type of contract avoids the administrative cost of making numerous separate purchases (see Chapter 10, paragraph 10.1.C.3 for guidance on the use of these contracts).

**5.12 Negotiations**

Small purchases procedures are not sealed bidding. Therefore, Contracting Officers may, and are encouraged to, negotiate price and other terms of purchases (see Chapter 7 for more information on negotiations), when appropriate. PHAs may not alter or negotiate changes to mandatory contract clauses (see section 5.10).

**5.13 Rejection and Notification of Unsuccessful Offerors**

In the handling of offers that are not accepted, PHAs are encouraged to follow good business practices. For example, for many small purchases, and particularly Micro Purchases, vendors typically understand that if they are not notified fairly quickly of an award, they did not win the quote and a rejection letter is not necessary. PHAs should determine when such formality is appropriate.

**5.14 Appeals**

The PHA’s procurement policy should indicate the type of appeal processes to be used for small purchases. PHAs are encouraged to adopt informal appeal procedures for these types of purchases.

**5.15 Receiving Goods/Services and Approving Payments**

PHAs should establish systems for ensuring that the items required by contract are received in accordance with contract terms. Payments should also be processed promptly to allow for prompt payment discounts, where applicable, and to otherwise maintain good relations with contractors.



Oakland Housing  
Authority

## **Contractor's Summary Guide to Section 3 Compliance**

### **A. Introduction and Summary**

The Oakland Housing Authority (OHA) has established a policy whereby any contractor that transacts business with OHA must meet the requirements of OHA Section 3 Policy as outline in this document. This Section 3 Policy is required to be a flow down provision to each subcontract at every tier. This policy applies to all contracts valued over \$250,000.

This policy requires that employment and other economic opportunities generated by certain HUD financial assistance, 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.

This document serves to fulfill two (2) main objectives: 1) it contains program definitions, requirements, information on program assistance provided by OHA and 2) it outlines the Section 3 program compliance measures of OHA.

### **B. Definitions**

#### **Low-Income Person**

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families (See OHA income eligibility chart).

#### **Very Low-Income Person**

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller or larger families (See OHA income eligibility chart).

#### **Section 3 Worker**

A Section 3 worker is any worker who currently fits into, or when hired within the past five years fit into, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

### **Section 3 Business Concern**

A Section 3 business concern is any type of business (sole proprietorship, partnership, non-profit, corporation) that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income person;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

### **YouthBuild Program**

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods

### **Targeted Section 3 Worker**

A Section 3 targeted worker is a Section 3 worker who:

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) A resident of OHA or Section 8-assisted housing;
  - (ii) A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is providing the assistance; or
  - (iii) A YouthBuild participant.
- (3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

## Section 3 Project

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$250,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Section 3 applies, on a per project basis, to all OHA projects that are fully or partially funded with HUD funding.

### C. OHA Section 3 Goals

There are two Section 3 Goals. One for **Section 3 Workers** and the other for **Section 3 targeted Workers**. For OHA the goal for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed within OHA's fiscal year. The benchmark for **Targeted Section 3 workers** is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance within OHA's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

### D. Section 3 Plan

The Contractor is required to submit with their bid/proposal package a Section 3 Plan for OHA review and written approval. The Section 3 Plan will detail the processes to be implemented to ensure that the above Section 3 goals will be met. The plan should specify the number of positions expected to be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting OHA residents for the available positions, which should include consultation with OHA's Section 3 Coordinator.

Qualitative processes to be included, but not limited to, in the Section 3 Plan are identified below. The HUD Section 3 website has additional educational resources and tools for developing the Section 3 Plan. The HUD website can be accessed at <https://www.hud.gov/section3/>.

### E. Qualitative Processes for Section 3 Plan

The OHA Resident & Community Services Coordinator is the OHA's point of contact for assistance in identifying OHA's Section 3 and Targeted Workers.

Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers should but not be limited to the following.

- Providing training or apprenticeship opportunities.
- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

- Holding one or more job fairs.
- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisting Section 3 workers to obtain financial literacy training and/or coaching.
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
- Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

## **F. Documenting and Reporting-Section 3 Plan**

1. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request. The reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by OHA's Labor Compliance Officer.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to OHA via LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current.

## **G. Compliance Reporting Systems**

OHA utilizes LCPtracker in order to monitor the compliance requirements for Davis-Bacon, and Section 3 labor hour tracking policy requirements.

LCPtracker, is accessible to **ALL** OHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to Section 3 compliance.

## **H. Section 3 Calculations**

Below are the formulas for calculating Section 3 and Target Workers. This formula will be utilized to validate that contractors have met OHA's Section 3 goals.

$$\frac{\text{Section 3 Workers}}{\text{Total Labor Hours}} = \geq 25\%$$

$$\frac{\text{Section 3 Target Workers}}{\text{Total Labor Hours}} = \geq 5\%$$

Note: Professional Service Contracts are not applicable to Section 3 requirements. However, if Section 3 goals are met by a Professional Service Contractor, the hours can be added in the numerator of the Section 3 calculation.

### Resident Referral Process

OHA is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. 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](mailto: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](mailto: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](mailto:rdavis@oakha.org)

## Record Maintenance and Documentation

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

## Compliance Reviews

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

1	\$50,000 or less
2	\$57,150 or less
3	\$64,300 or less
4	\$71,400 or less
5	\$77,150 or less
6	\$82,850 or less
7	\$88,550 or less
8	\$94,250 or less

**(Income limits eff. 04/01/2022)**

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](mailto:rdavis@oakha.org)



### 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)



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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section 3 Action Plan (continued)

### EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

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

- Refer to any list of pre-screened job-ready applicants provided by OHA's Department of Family and Community Partnerships (FCP) (***REQUEST A LIST from FCP at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-5127***).
- 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](mailto:rdavis@oakha.org) or 510-587-2176***).
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **SECTION 3 CLAUSE (24 CFR 135.38)**

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135 and 24 CFR Part 75, 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 24 CFR Part 75, 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 and 24 CFR Part 75. 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 and 24 CFR Part 75.
- 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 and 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 and CFR Part 75 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 (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**PROFILE AND CERTIFICATION FORM (Page 1 of 3)**

- (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 (if applicable): 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