



Oakland Housing  
Authority

August 1, 2014

Gentlemen/Ladies:

**SUBJECT: Request for Proposal (RFP) #13-033  
Pre-Finished Cabinetry for Various Scattered Sites**

The Oakland Housing Authority (the "Authority" and "OHA") invites qualified and interested vendors/manufacturers that can provide pre-finished cabinetry to submit responses to this Request for Proposal ("RFP").

**Bids will be accepted on the first floor at 1801 Harrison Street, Oakland, CA. until 10 a.m. (local time), August 29, 2014.** Offers received after this date and time will be rejected without consideration.

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

We look forward to receiving your bid response.

Sincerely,

A handwritten signature in black ink, appearing to be 'Eric Johnson', written over a horizontal line.

Eric Johnson  
Executive Director  
Oakland Housing Authority  
1619 Harrison Street, Oakland, CA 94612



Oakland Housing  
Authority

**REQUEST FOR PROPOSALS (RFP) #13-033**

**Pre-Finished Cabinetry**

**for**

**Various Scattered Sites**

<b>RFP Issued:</b>	August 1, 2014
<b>Questions Due:</b>	August 15, 2014 @ 10:00 a.m.
<b>Email to:</b>	<u>ccgs@oakha.org</u> (Indicate above RFP # in "Subject")
<b>Addendum Issued:</b> <i>(if applicable)</i>	August 22, 2014
<b>Bids Due:</b>	August 29, 2014 @ 10:00 a.m.

**Contract Compliance & General Services (CCGS) Department**  
**Oakland Housing Authority**  
1801 Harrison Street, 1<sup>st</sup> Floor, Oakland, CA 94612  
e-mail: CCGS@oakha.org

**Contact person for the above RFP:**  
**Courtney Creswell, Contract Specialist - 510.587.2165**

Documents (in the order of the RFP package)		MUST be submitted w/ Bid.
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<b>ATTACHMENTS (FORMS/DOCUMENTS)</b>		
A.	Qualifications Statement	√
B.	Subcontractor Form ( <i>if applicable</i> )	√
C.	Profile and Certification Form	√
D.	Section 3 Requirements Form and Action Plan	√
E.	Asbestos Notice to Contractors and Acknowledgement Form	√
F.	U.S. Department of Housing and Urban Development – Certifications and Representations of Offerors – Non-Construction Contract (Form <b>HUD-5369-C</b> )	√
G.	Addendum Acknowledgement – To be posted on Website if applicable.	√
H.	Oakland Housing Authority Economic Opportunities Policy	
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## 1. GENERAL INFORMATION

### RFP Introduction:

The Oakland Housing Authority is seeking a vendor/manufacturer that can provide pre-finished cabinetry. The selected vendor(s) will be required to provide all associated fillers and hardware for individual units, including American Disability Act (ADA) accessible units, both in single story dwelling and multi-story dwellings not exceeding three (3) stories in height.

### The Oakland Housing Authority's Reservation of Rights:

- The Oakland Housing Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Oakland Housing Authority to be in its best interests.
- The Oakland Housing Authority reserves the right not to award a contract pursuant to this RFP.
- The Oakland Housing Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
- The Oakland Housing Authority reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- The Oakland Housing Authority reserves the right to negotiate the fees proposed by the proposer entity.
- The Oakland Housing Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The Oakland Housing Authority shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- 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 the Oakland Housing Authority that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Oakland Housing Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

### Oakland Housing Authority's Background Information:

The Oakland Housing Authority was established on April 28, 1938 to provide low-income residents of the City of Oakland with access to low-cost housing. Currently, the Authority provides Public Housing units at multiple sites within the city limits for large developments, mixed-finance partnerships, and scattered sites.

The Authority has created a number of non-profit affordable housing affiliates to develop and operate affordable housing. The Authority is engaged in affordable

housing development with a number of active sites in development. Development activities are carried out directly, and through a variety of affiliates and partnerships.

Oakland Housing Authority is federally funded and regulated primarily under the U.S. Housing Act of 1937 as amended. The majority of our funding is governed by HUD regulations. The Authority was selected to be a "Moving to Work" housing authority by the US Department of Housing and Urban Development and enter into an MTW agreement in 2004. The agreement has since been amended extending the MTW agreement to June 30, 2018.

The Authority is governed by a seven-member Board of Commissioners appointed by the Mayor of the City of Oakland, with the approval of the Oakland City Council. The Executive Director, who reports to the Board of Commissioners, has a budgeted staff of approximately 371 employees in four major divisions: The Office of the Executive Director, including the Departments of Human Resources and Police Services, the Office of Real Estate Development, the Office of Finance and Program Administration, and the Office of Property Operations.

The Authority's employees are housed at six separate facilities, all located within the City of Oakland: 1619 Harrison Street, 1805 Harrison Street, 1801 Harrison Street, 1180 25<sup>th</sup> Avenue, 935 Union Street, and 1327 65<sup>th</sup> Avenue.

**2. SCOPE OF WORK:**

The vendor(s)/manufacturer(s) will provide pre-finished cabinetry including all associated fillers and hardware for individual units including American Disability Act (ADA) accessible units, both in single story dwelling and multi-story dwellings not exceeding three (3) stories in height. It is estimated that a minimum of 150 individual units will be furnished with pre-finished cabinetry during unit rehabilitations as well as individual cabinetry replacement on an as needed basis. Cabinetry shall be manufactured/custom made to fit the existing kitchen and bathroom layouts. The awarded vendor will visit the unit(s) or be provided rough sketches of the designated areas, and will provide detailed drawings on (8 ½" by 11") paper, listing all dimensions/elevations of the cabinets prior to delivery of cabinetry. All unit pricing for cabinetry will be provided on a firm fixed, lump sum bid, for all material, labor, transportation including the off-loading of the cabinets and associated trim to the interior of each unit and all local taxes. All cabinetry must be delivered within a seven (7) calendar day period from submission of the sketches from the Oakland Housing Authority.

The Authority will award contracts based upon the minimum qualifications outlined within this RFP and the submitted Grand Total (Attachment A – Bid Form).

The Authority reserves the right to select more than one vendor for these services and may exercise the option to proceed and award contracts based upon the qualifications and the base cost from the schedules of values.

The Authority intends to establish a good working relationship with the vendor(s) that will provide fast, quality service and material, performance, workmanship and capacity.

### **DESIGN REQUIREMENTS/SPECIFICATIONS:**

The successful vendor/manufacture will satisfy the following requirements as well as the aforementioned. The successful vendor/manufacture will bring to the attention of the Oakland Housing Authority any uncertainties, discrepancies or omissions noted in the Statement of Work, reports, and/or specifications prior to bidding or signing of a contract. There will be no substitution or changes in the Statement of Work unless agreed to in writing by the Oakland Housing Authority. The successful vendor/manufacture must verify the site conditions prior to submitting any proposal to the Oakland Housing Authority.

### **GENERAL:**

1. The vendor/manufacture must provide the Authority a detailed drawing of all cabinet layouts, per requisitions, on a minimum size paper of 8 ½ by 11 inches within (7) calendar days of the submission of the sketch/layout from the Oakland Housing Authority authorized personnel. Each requisition will receive a firm fixed, lump sum bid for all material, labor, transportation, off-loading of the cabinets, associated trim to the interior of each unit, and all local taxes.
2. All manufactured cabinetry will fit the existing kitchen and bathroom layouts which will be completed as a design/build project per requisition.
3. Provide an alternative bid for different species of hardwood (exterior) cabinets on the supplemental bid form. The base bid should be for **Maple** cabinets Honey colored finish.
4. All materials shall conform to the attached cabinet specifications and shall meet or exceed the specified guidelines. All limitations or deletions to this specification must be stated on the supplemental bid form.

### **DELIVERY:**

1. The successful vendor/manufacture will make a firm fixed, lump sum bid, with the understanding that this project will commence immediately and cabinets will be delivered within a (7) seven calendar day period from the layout submission.
2. All cabinets and associated hardware will be delivered directly to the work site and delivered to the units. All pricing should be submitted for a third floor delivery of a (3) three story building without a working elevator.
3. All deliveries will be FOB Destination. Sale occurs when the delivery has reached the designated Oakland Housing Authority location.
4. The successful vendor/manufacture will provide personnel to unload all cabinets to the work site and units.
5. If cabinets or associated hardware are delivered damaged vendor must replace them within a 48 hour time frame.

### **CABINETS:**

1. All cabinets must meet or exceed the attached specifications and must be delivered to the site as pre-finished (stained) with not less than (2) finish coats of lacquer or polyurethane finish. All cabinets must be provided with all associated fillers and trim to match the cabinets.
2. Provide a 3½ inch crown molding (hardwood species to match cabinetry) provided for the top for all upper cabinets, which will be installed by Authority personnel.
3. Provide a decorative molding for the bottom rails of all upper cabinets (hardwood species to match cabinetry), which will be installed by Authority personnel.

4. All cabinets will be ¾ inch hardwood face frame constructed and all doors will be ¾ inch hardwood raised paneled design (arch top). All construction will meet the attached specifications.
5. All cabinetry boxes will be made out of **birch** or better ½ inch to ¾ inch plywood.
6. All hardware will meet the attached specifications. All hinges must be fully adjustable.
7. All cabinets including bathrooms will be the same species of wood and color. The vendor must provide all fillers and kick boards to complete all kitchens and bathrooms.
8. The Oakland Housing Authority will inspect all materials upon delivery into units. Damaged or defective cabinetry and associated hardware must be replaced by vendor within a 48 hour time frame.

**WARRANTY:**

1. All cabinetry must have a minimum of a two (2) year warranty for joints and hardware that may fail. Provide warrantee information with the proposal.

**Specifications for Modular Cabinetry**

**PART 1 – GENERAL**

1.2 SUMMARY

1. Wood-faced custom cabinets.

1.3 REFERENCES

- A. American National Standards Institute (ANSI).
- B. Architectural Woodwork Institute (AWI), "Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program," 2003 Edition, herein referred to as AWI Standards.
- C. Builders Hardware Manufacturers Association (BHMA).
- D. Kitchen Cabinet Manufacturers Association (KCMA).

1.4 DEFINITIONS

- A. Exposed Surfaces of Cabinets: Surfaces visible when doors and drawers are closed, including visible surfaces in open cabinets or behind glass doors.
- B. Semi exposed Surfaces of Cabinets:
  1. Surfaces visible when opaque doors and drawer fronts are open, including interior faces of doors and interiors and sides of drawers.
  2. Bottoms of wall cabinets.
- C. Concealed Surfaces of Cabinets:
  1. Surfaces not usually visible after installation, including sleepers, web frames, dust panels, bottoms of drawers, and ends of cabinets installed directly against and completely concealed by walls or other cabinets.

2. Tops of wall cabinets and utility cabinets.

D. Certified well-managed forests shall mean forests that meet the standards endorsed by the Forest Stewardship Council (FSC). \*\*

## 1.5 DESIGN REQUIREMENTS

A. Comply with American Wood Institute (AWI) Standards for **Semi-Custom Grade**.

B. Moisture content: 5-10%.

## 1.6 SUBMITTALS

A. Product Data: For the following:

1. Cabinets
2. Cabinet hardware.

B. Shop Drawings: This is a design/build bid. Provide one copy of cabinet layouts for each differing floor plan model prior to ordering materials or manufacturing. The Authority Superintendent or Project Manager must provide approval. For cabinets, include plans, elevations, details, and attachments to other work. State materials, finishes, filler panels, hardware, edge and backsplash profiles, cutouts for plumbing fixtures, and methods of joining countertops.

C. Material Samples for Initial Selection: Manufacturer's color charts showing the full range of colors, textures, and patterns available for each type of material exposed to view.

D. Material Samples for Verification: For the following materials; in sets showing full range of color, texture, and pattern variations expected:

1. Solid wood with transparent finish, 50 sq. in. (300 sq. cm.), for each species.
2. One unit of each type of exposed hardware.

E. Product Samples for Verification:

1. One full-size, finished base cabinet complete with hardware, doors, and drawers, but without countertop.
2. One full sized, finished wall cabinet complete with hardware, doors, and adjustable shelves.

F. Product Certificates: Signed by manufacturers of cabinets certifying that products furnished comply with specified requirements.



- G. AWI Certification: Submit AWI Quality Certification Program certificates indicating that the woodwork provided for this project complies with the requirements of the AWI Grades specified.
- H. Forest certification: Submit certification that wood products proposed for the project are products originating from and complying with the requirements of an FSC-certified well-managed forest.

## 1.7 QUALITY ASSURANCE

- A. Source Limitations for Cabinets: Obtain cabinets through one source from a single manufacturer.
- B. Product Designations: Drawings. This is a design/build project. The vendor will provide the Authority cabinetry layouts, clearly showing details and cross sections of cabinet layouts for kitchens and bathrooms.
- C. Quality Standards: Unless otherwise indicated, comply with the following standards:
  - 1. Work shall comply with the following:
    - a. Applicable Provisions of AWI standards.
    - b. Cabinets: Kitchen Cabinets Manufacturers Association (KCMA) A161.1.
    - c. 24 CFR Part 982 Housing Quality Standards (HQS) as determined by HUD
  - 2. Fabricator/installer shall be a member of AWI.
  - 3. Wood products shall be products originating from a FSC certified well-managed forest as herein defined.
- D. Pre-installation meeting: Prior to the issuance of a Contract
  - 1. Prior to manufacturing, the vendor must conduct a pre-installation meeting with the Authority to review work to be accomplished and layout of cabinet, hardware, and other materials.
  - 2. Project Manager, Supervisors, and Construction Inspectors shall be present.
  - 3. Review substrates and conditions under which woodwork shall be installed.

## 1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period. Contact field Supervisor to arrange delivery.

- B. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Coordinate construction to ensure that the actual dimensions correspond to established dimensions. Provide fillers and scribes to allow for trimming and fitting.

## 1.9 COORDINATION

- A. Coordinate layout installation of blocking and reinforcement in partitions for support of cabinets. This applies to islands and eating bar locations.

## PART 2 – PRODUCTS

### A. Cabinet box and shelving:

- 1. Solid Wood:
  - a. Species: Hardwood and plywood end panels and toe kicks.
    - 1) Maple
    - 2) Birch
  - b. Lumber grade: AWI Grade II, free of defects, selected for compatible grain and color.
- 2. Plywood: Hardwood plywood complying with (Hardwood Plywood and Veneer Association (HPVA) HP – 1 face veneer of species indicated with Grade A faces and Grade C backs of same.

### B. Semi-exposed Materials: Unless otherwise noted, provide the following:

- 1. Plywood: Hardwood plywood complying with HPVA HP-1 with Grade C faces stained to be compatible with exposed surfaces and Grade 3 backs of Birch species, with clear finish.

### C. Concealed Materials: Comply with the following:

- 1. Plywood: Any hardwood or softwood species, with no defects affecting strength or utility. (Cabinet Grade Plywood)

### D. Solid Wood Edges and Trim: Clear hardwood lumber of species indicated, free of defects, selected for compatible grain and color, kiln dried to 7 percent moisture content.

- 1. Wood Species: Maple.
- 2. Wood Species: Birch.

## 2.1 CABINET HARDWARE

- A. General: Manufacturer's standard units complying with Builders Hardware Manufacturers Association (BHMA) A156.9, type, material, size, and finish as selected from manufacturer's standard choices.
- B. Hinges: Concealed European-style, 6-way adjustable hinges brushed silver or similar in color. Any proposed color other than specified must be approved in writing.

- C. Drawer Guides: Under mount, self-closing drawer guides, designed to prevent rebound when drawers are closed; with nylon-tired, ball bearing rollers; and complying with BHMA A156.9, type B05091.

- 1. Standard extension runners with easy-release mechanism.

## 2.2 CABINET CONSTRUCTION

- A. Architectural cabinets shall comply with AWI Standards, Section 400, Custom Grade.
- B. Face Style: Reveal overlay: door and drawer faces partially cover body or face frame.
- C. Face Frames:  $\frac{3}{4}$  -by-1 $\frac{1}{2}$  inch (19-by-38-mm) solid wood.
- D. Door and Drawer Fronts:
  - 1. Solid wood slab,  $\frac{3}{4}$ -inch (19mm) thick.
- E. Exposed Cabinet Ends:
  - 1.  $\frac{3}{4}$ -inch (19mm) thick, veneer-faced plywood with natural birch veneer interior.
- F. Cabinet Tops and Bottoms  $\frac{1}{2}$ - inch (12.7mm) thick natural birch veneer-faced plywood supported by and secured in rabbits in end panels and front face frame.
- G. Base Unit Top Rails:  $\frac{3}{4}$  by 2  $\frac{3}{4}$ -inch solid wood, interlocking with end panels, and secured under pressure with glue and with mechanical fasteners.
- H. Wall-Hung Unit Top and Bottom Rails:  $\frac{1}{2}$  by 2  $\frac{1}{2}$ -inch solid wood, interlocking with end panels, and secured with glue and mechanical fasteners.
- I. Base Unit Back Panels:  $\frac{3}{8}$ -inch vinyl-faced or veneer particleboard fastened to rear edge of end panels and to top rail.
- J. Wall-Hung Unit Backs:  $\frac{3}{16}$ -inch thick plywood on the end panels and fastened to the top and bottom rails.
- K. Front Face Frame Drawer Rails:  $\frac{3}{4}$ -by-1  $\frac{1}{2}$ -inch solid wood fastened into face frame.
- L. Drawers: Fabricate with exposed fronts fastened to sub front with mounting screws from interior of body.
  - 1. Join sub fronts, backs, and sides with glued dovetail joints.
  - 2. Sub fronts, backs, and sides:  $\frac{3}{4}$ -inch (19mm)-thick solid wood.

- M. Shelves: 5/8-inch- (16mm)-thick plywood.
- N. Joinery: Rabbet backs flush into end panels and secure with concealed mechanical fasteners. Connect tops and bottoms of wall cabinets and bottoms of base cabinets to ends and dividers with mechanical fasteners. Rabbet tops bottoms, and backs into end panels.
- O. Factory Finishing: To the greatest extent possible, finish cabinets at the factory. Defer only final touch up until after installation.

### **PART 3 – EXECUTION**

#### **3.1 CLEANING AND PROTECTION:**

- A. Protect finished and prefinished surfaces from work of other trades.
- B. Prior to Date of Delivery, examine work for damages. Repair or replace such damaged work to original condition.
- C. Clean wood, metal and accessory items using a neutral cleaner.

**Check and correct operating mechanism for proper operation. Adjust lubricate hinges, catches and other operating hardware.**

#### **3. BID PROCESS:**

Pre-Bid Conference: None.

Site Visits: None.

Questions: All questions must be submitted in writing no later than the specified date and time on the cover of this RFP, preferable via email to:

**E-mail address: CCGS@oakha.org (Please indicate the RFP# 13-033 in the 'Subject')**

#### Addendum:

All questions will be answered and responded to in writing on the specified date located on the cover. The addendum will be posted on the Oakland Housing Authority's website at [www.oakha.org/](http://www.oakha.org/) Select Business Opportunities/ Open RFP's and Bid Status/ Active Bids/ and select the desired Bid#. No questions will be responded to after the question and answer period has expired.

During the RFP solicitation process, the contracting officer (CO) will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Housing Authority and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Contract Specialist assigned to this project—it simply means that, other than making replies to direct the prospective bidder where his/her answer has

already been issued within the solicitation documents, the Contract Specialist may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Contract Specialist may more fairly respond to all prospective bidders in writing by addendum.

#### **4. PROPOSAL SUBMISSION REQUIREMENTS**

It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Oakland Housing Authority, including the RFP document, the documents listed within the following section, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the Contracting Officer (CO) to exclude any of the Oakland Housing Authority requirements contained within the documents may cause that bidder to not be considered for award.

So that the Oakland Housing Authority can properly evaluate the offers received, all bids submitted in response to this RFP must be formatted in accordance with the guidelines.

The bidder will complete the schedule of values (Attachments A and B) which will provide all direct and indirect costs for "Models A & B", located directly after Attachments A and B of the subject bid package. The schedule of values will include all materials, labor, transportation, taxes including the off loading of the cabinets/associated trim to the interior of a unit based on a 3<sup>rd</sup> third floor delivery without the use of an elevator.

##### **4.1 Documents Required**

Interested parties must submit the required documents and provide a narrative of the services proposed.

The Oakland Housing Authority intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Oakland Housing Authority will consider factors other than just cost in making the award decision). Therefore, so that the Oakland Housing Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement the Oakland Housing Authority has published herein or has issued by addendum.

The firm(s), individuals, or team of consultants selected must be fully qualified to perform the services described above and must possess the appropriate business license. Interested parties must submit the required documents and provide a narrative of the services proposed. The Oakland Housing Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief

and concise. The proposal should **not exceed 70 pages** in length, excluding appendices, if any. The form, content and sequence of the proposal should follow the outline presented within this RFP.

**Bid Submittal Binding Method:**

It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Oakland Housing Authority can, if needed, remove the binding or remove the pages from the cover to make copies then conveniently return the bid submittal to its original condition if necessary.

**The following items must be submitted with your bid in the following order:**

**Minimum Qualifications:**

- A. Proposer must submit three (3) references;
- B. It is required that the Proposer have at least three (3) years' experience as an established supplier. Proposer must submit proof this experience;
- C. A C6 license is preferred, but not required. A current copy of State of California C6 License must be submitted if license is held, showing the expiration date.

**Required Forms / Documents (under 'Attachments' section)**

- A. Bid Form (Attachment A)
- B. Supplemental Bid Form (Attachment B)
- C. Qualification Statement
- D. Profile and Certification Form
- E. Non-Collusion Affidavit Form
- F. Section 3 Requirements Form and Action Plan

The **Section 3 Requirements Form and Action Plan** attached must be completed and signed.

The Oakland Housing Authority expects the selected firm to comply with the Section 3 policy. Refer to **Attachment "Section 3 Requirements - Oakland Housing Authority Economic Opportunities Policy"** in this RFP. The firm(s) must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of the Oakland Housing Authority's public housing.

The Oakland Housing Authority's Project Manager and Labor Compliance/Section 3 Officer will monitor the agency's compliance with Section 3 requirements.

G. New Hire Section 3 Information Form

This form will be signed and certified by the newly hired staff that meet the Section 3 requirements and is employed for this project. (Submit if applicable).

H. Baseline Employment Reporting for Section 3

The awarded contractor will be required to complete the form prior to the start of the project.

I. Indemnification Certification

A certified statement that the firm agrees to the terms below. (This statement may not be altered):

"The firm expressly agrees to indemnify, defend and hold the Oakland Housing Authority, its directors, officers, and employees, free and harmless from and against any and all loss, liability, expense, claims, costs, suits, damages, including attorney's fees arising out of the consultant's operation or performance under the resultant contract. The consultant will also indemnify the Oakland Housing Authority for damages as a result of any act or omission not authorized by the Authority for damages as a result of any act or omission not authorized by the Oakland Housing Authority on the part of the organization or any agent or person employed by the organization."

J. Insurance Certification

A certified statement that the organization can meet the insurance requirements. Once a contract is executed, the firm(s) must provide the Oakland Housing Authority with Certificates of Insurance for the preceding coverage. The insurance policies must name the Oakland Housing Authority as an additional insured and maintained throughout the term of the contract. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by the Oakland Housing Authority.

K. Non-Debarment Certification

A certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency. The statement must read as follows:

"This is to certify that \_\_\_\_\_ (firm name), involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or local agency."

L. Subcontractor Form

If applicable, please complete the Subcontractor Form.

M. Asbestos Notice to Contractors and Acknowledgement Form

N. HUD Form 5369-C

Agency must complete the U.S. Department of Housing and Urban Development – Certifications and Representations, Certifications of Offerors (Form **HUD-5369-C**) form furnished in this RFP.

O. Addendum Acknowledgement Form (if applicable)

All applicable addendum acknowledgement form(s) must be submitted with the bid.

**4.2 Proposal Format**

1. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Contracts Administrator and must, at a minimum, contain the following:

- a. Identification of the offering firm(s), including name, mailing address, e-mail address and telephone number of each firm;
- b. Name, title, address and telephone number of contact person during period of proposal evaluation;
- c. Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- d. Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by THE OAKLAND HOUSING AUTHORITY);
- e. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred-eighty (180) days from the due date for proposals;
- f. Acknowledgment of receipt of RFP addenda, if any; and
- g. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Table of Contents

Immediately following the transmittal letter and introduction, there shall be a complete table of contents for material included in the proposal.



### 3. Qualifications, Related Experience and References

**Overview:** This section shall establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed, including work for the Oakland Housing Authority or other agencies; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any subcontractors included in the offer.

- a. Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) and organizational conflicts of interest that may affect the proposer's ability to perform contractually. Organizational Conflicts of Interest is defined as:
  - i. A contractor possesses an unfair competitive advantage in competing for the contract; or
  - ii. Award of the contract may result in an unfair competitive advantage for future work; or
  - iii. The contractor's objectivity in performing the contract work may be impaired.
- b. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- c. Describe your firm's most noteworthy qualifications for providing the required services to the Oakland Housing Authority. Specifically highlight those qualifications that distinguish you from your competitors.
- d. Provide a list of business clients--especially public housing authorities or other public agencies--to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the Oakland Housing Authority can contact as references for your firm.
- e. Furnish an appendix of financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

#### 4. Proposed Staffing and Project Organization

**Overview:** This section shall discuss the staff of the proposing firm who would be assigned to work on the Oakland Housing Authority's project.

- a. Identify the key personnel from your firm that would be assigned to the Oakland Housing Authority's project. Include a brief description of their qualifications, job functions and office locations. Designate a Project Manager who would provide day-to-day direction of the required work and become the Oakland Housing Authority's primary contact person. Detailed work resumes, specifying educational, work experiences and certifications (e.g. Certified Occupancy Specialist (COS), Rent Calculation, etc.) deemed relevant to the type of work to be undertaken for the Oakland Housing Authority's approval. In addition, specify the name of the person designated as the "Project Leader" who will be responsible for the coordination of the work efforts of the team.
- b. If more than two people will be assigned to the Oakland Housing Authority's project, include an organization chart that clearly delineates communication/reporting relationships among the project staff.
- c. Provide key staff member's resumes.

#### 5. Work Plan/Technical Approach

**Overview:** This section shall establish the proposer's understanding of the Oakland Housing Authority's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.

- a. Describe as succinctly as possible how your firm would accomplish the work and satisfy the Oakland Housing Authority's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring progress.
- b. Describe what information, documents, staff assistance, facilities or other resources you would require from the Oakland Housing Authority to complete your work; declare any other critical assumptions upon which your work plan is based.
- c. Describe and, if appropriate, quantify the deliverables to be furnished to the Oakland Housing Authority during and at the conclusion of the project (e.g., final report in 5 copies, 2 oral presentations of project findings, etc.).
- d. Furnish a schedule projecting the completion of the required work; express time elapsed in days/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.

- e. A sample Management Plan, including a clear and concise description of the proposed property management program including maintenance cost control, quality assurance, and tenant relations activities.
- f. An example of a monthly report actually prepared for an Owner.
- g. A proposed pro forma budget for expected property operations income and expenses, including proposed per unit per month management fee.

6. Cost and Price

This section shall disclose all charges to be assessed by the Oakland Housing Authority for the required services and declare the proposer's preferences for method and timing of payment.

- a. Quote a total price for completing all requirements outlined in the Scope of Work.
- b. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the Oakland Housing Authority could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis, regardless of the method chosen in item a, above, to price the base proposal.

7. Insurance Requirements

During the term of this Contract, the Agent shall, at its own cost and expense, procure and maintain the types of insurance listed below.

- a. The Agent shall procure workers' compensation insurance in accordance with the laws of the State of California and employer's liability insurance applicable to and covering all employees of Agent at the Development and all persons engaged in the performance of any work required under this agreement for an amount not less than \$1,000,000 covering claims and suites by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance. The Oakland Housing Authority and its partners shall be protected in all such insurance by provision to the Oakland Housing Authority of a Waiver of Subrogation. Agent shall provide the Oakland Housing Authority with a certificate of insurance evidencing that workers' compensation and employers' liability insurance are in force and providing no less than ten (10) days' notice to the Oakland Housing Authority prior to cancellation or changing insurance carrier.
- b. Comprehensive General Liability, including coverage for Properties damage and independent contractors, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and fire damage/legal liability in the amount of \$50,000 ensuring out of claims from Agent's actions outside the scope of the agency relationship created by the Agreement, including without ; and

- c. Professional Liability Errors and Omissions coverage with limits not less than \$1,000,000 per occurrence, with the Oakland Housing Authority as a Certificate holder. ERRORS AND OMISSIONS INSURANCE: The Agent shall procure and maintain insurance against the misfeasance, malfeasance, or non-feasance (errors and omissions) of the Agent relating to the management of the Properties with limits of not less than \$1,000,000.00 per occurrence with a discovery period of not less than 18 months and with a deductible of not less than \$10,000.00 per claim. Blanket Crime Insurance, which includes Employee Dishonesty coverage, naming the Oakland Housing Authority as "Loss Payee"; and
- d. Agent shall promptly investigate and report in detail to the Oakland Housing Authority all accidents and claims for damage relating to the ownership, operations, or maintenance of the Property, and any damage or destruction to the property and the estimated costs of repairs, and shall prepare for approval by the Oakland Housing Authority all reports required by insurance company in connection with any such accident, claim, damage or destruction. This reports shall be given to the Oakland Housing Authority promptly and in any case within five (5) business days after the occurrence of any such accident, claim, damage, or destruction
- e. Fidelity Bond, in the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000) for all its officers and corporate employees who handle the Oakland Housing Authority 's and/or the Project's funds, or two (2) months gross potential income of the Project, whichever is greater. The bond shall be conditioned to protect the Oakland Housing Authority against misappropriation of the Project funds by the Agent and its employees. In addition, the Agent, with the approval of the Oakland Housing Authority, shall provide a bond of like kind to cover on-site personnel, and its premium shall be paid from the project income.

## 8. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Sample Consultant Agreement presented in the attachments, must be declared and thoroughly explained in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed.

## 9. Appendices

### a. Supporting Documents

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

### b. Additional Information

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are

cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

10. Affidavits, Certification Forms

As evidence of conformance to the Authority's policies, complete and include as an appendix to your proposal **all** of the required forms, certifications and affidavits. Please attach as exhibits. Any proposer's inability or unwillingness to complete each form may render its proposal non-responsive. If your firm is unable or unwilling to comply with one or more of these policies, declare this and explain the reasons.

**5. SELECTION PROCESS**

**5.1 RFP Timeline**

The following are proposed dates relating to this consultant selection process:

August 1, 2014	RFP Issued
None.	A Pre-Proposal Conference will not be held for this solicitation.
August 15, 2014	Questions in writing via email, due by 10:00 a.m. PST
August 22, 2014	Responses to questions and Addendum issued and posted on the Oakland Housing Authority's website if necessary.
August 29, 2014 at 10:00 a.m.	Proposals due by 10:00 a.m. PST. To be submitted to Contract Compliance and General Services (CCGS) at 1801 Harrison Street 1 <sup>st</sup> Fl., Oakland CA 94612. Proposals must be delivered, postmarks will not be accepted.

**5.2 Pre-Proposal Conference**

A Pre-Proposal Conference will not be held for this solicitation.

**5.3 Questions/Answers**

All questions must be submitted in writing via email to [ccgs@oakha.org](mailto:ccgs@oakha.org) no later than **10:00 a.m. (PDT) August 15, 2014.** All questions will be answered in writing and an addendum issued and posted on the Oakland Housing Authority's website if applicable on **August 22, 2014.**

No questions will be responded to after the question and answer period has expired. (Oakland Housing Authority's Website: [www.oakha.net/](http://www.oakha.net/) Select Business Opportunities / Open RFPs and Bid Status / Active Bids).

**5.4 Addenda**

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, CCGS will NOT conduct any *ex parte* conversations (substantive conversation—"substantive" meaning, any

discussion or exchange between any Oakland Housing Authority staff and a prospective proposer that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective proposers are not present) that may give one prospective proposer an advantage over other prospective proposers. This will not bar prospective proposers from contacting CCGS, however, CCGS will limit communication with prospective proposers to information already contained in the solicitation documents.

CCGS will not provide verbal responses to any inquiries made by prospective proposers. Instead, CCGS staff will direct proposers to submit all questions in writing and will provide a copy of the question and response to all proposers through a written addendum.

#### **5.5 Proposal Due Date**

Responses to this solicitation will be accepted in the Oakland Housing Authority's Contract Compliance and General Services (CCGS) Office until **10:00 a.m. (PDT) August 29, 2014.**

Respondents must provide **one (1) original copy, clearly marked "ORIGINAL," and three (3) copies clearly marked "COPY"**, of the required submission. These must be submitted in envelopes or boxes **marked "RFP #13-033 Pre-finished Cabinetry for Various Scattered Sites."**

Late proposals will not be accepted; postmarks will not be considered in determining if a proposal is submitted on time. Proposals will be date and time stamped by CCGS staff and a receipt provided for the proposal.

Contract Compliance & General Services Office  
Oakland Housing Authority  
1801 Harrison Street, First Floor  
Oakland, CA 94612  
Phone: (510) 587-2166 Fax: (510) 587-2124  
E-mail: [CCGS@oakha.org](mailto:CCGS@oakha.org)

#### **Submission Responsibilities**

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Oakland Housing Authority, including the RFP document, and the documents listed within Section 4.1 and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by CCGS to exclude any of the Oakland Housing Authority's requirements contained within the documents may cause that proposer to not be considered for award.

## 5.6 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, rated and ranked. The highest ranked company will be selected to negotiate a contract with the Oakland Housing Authority. The selections will be the sole responsibility of the Oakland Housing Authority or their designated agent or entity. The Oakland Housing Authority reserves the right to reject any and all proposals, and shall select the firm(s) based on the most advantageous conditions for the Oakland Housing Authority.

### A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The Oakland Housing Authority reserves the right to reject any proposals deemed by the Oakland Housing Authority not minimally responsive and to waive any minor informality the Oakland Housing Authority deems so. (The Oakland Housing Authority will notify such firms in writing of any such rejection).

### B. Evaluation Committee

Internally, an evaluation packet will be prepared for each evaluator. The Oakland Housing Authority anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS staff is the only person at the Oakland Housing Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

### C. Evaluation

CCGS will evaluate and award points pertaining to the Proposed Cost; which shall be weighted and based on the "Best Value" proposal. For the first stage of the evaluation, the appointed evaluation committee, independent of CCGS, shall evaluate the most reasonable, responsive proposals submitted and award points pertaining to Evaluation Criteria other than costs.

Proposals with a minimum of 70 points may be evaluated a second time, and may be invited to give a presentation (The Oakland Housing Authority reserves the right not to conduct interviews) if a second stage is conducted. The evaluation will be based on the presentation and supplemental information submitted. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CCGS Contracting Officer (CO).

**D. Potential “Competitive Range” and “Best and Finals” Negotiations**

The Oakland Housing Authority reserves the right to conduct “Best and Finals” Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by the Oakland Housing Authority in as timely a manner as possible, but in no case will it be longer than 15 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**1. Determination of Top Ranked Proposer**

All points, excluding those for cost, are awarded by the evaluation committee. The committee’s scores (points) will be combined with the objective points for cost, awarded by CCGS, to determine the final ranking. The final ranking is then forwarded by CCGS to the Chief Executive Officer for approval. If the evaluation was performed to the satisfaction of the Chief Executive Officer, the final ranking may be forwarded to the Oakland Housing Authority’s board at a scheduled meeting for approval. Contract negotiations may, at the Oakland Housing Authority 's option, be conducted prior to or after the board approval.

**2. Notice of Results of Evaluation**

Upon completion of the evaluation and internal approval processes (even if the contract has not yet been awarded or board approval is pending), all proposers will receive, by e-mail, a Notice of (tentative) Results of Evaluation.

**3. Restrictions**

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.



## 5.7 Evaluation Criteria

The following criteria will be used to evaluate all proposals:

No.	Criteria	Points
1.	<u>Experience</u> : Proposer(s) demonstrated experience and past performance as described in Section 2 Scope of Work of this RFP. Proposers must have at least (3) years of experience providing pre-finished cabinetry including all associated fillers and hardware.	30
2.	<u>Technical Capabilities</u> : Technical, financial, and management capabilities and capacities as described in Section 2 Scope of Work of this RFP.	20
3.	<u>Approach to the Project</u> : Technical approach, quality of the work plan, and demonstrated understanding of the requirement as described in Section 2 Scope of Work of this RFP.	20
4.	<u>Proposed Cost</u> : TBD by CCGS – will determine points based on bid coefficient.	20
5.	<u>Quality of References</u> : TBD by CCGS – will determine points based on the ratings given by the references provided by the proposers.	10
	Total	100

## 6. ADDITIONAL REQUIREMENTS

### 6.1 Proposer(s) Requirements

The Proposer selected must be fully qualified to perform the services described above and must possess the appropriate business license and also comply with all the Oakland Housing Authority's contract requirements.

Prior to award, the *successful proposer* will be required to documentation that it possesses the required licenses.

## 7. CONTRACT AWARD

**A. Negotiations.** Once proposals have been evaluated and ranked, the Oakland Housing Authority will use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed contract will include tasks with a Scope of Services and a Fee-Schedule.

The Oakland Housing Authority reserves the right to enter into discussions with the firm whose proposal is deemed most advantageous and in best interest of the Oakland Housing Authority for the purpose of negotiations. The Oakland Housing Authority reserves the right to enter into negotiations with the responsible and

responsive firms within the competitive range without the need to repeat the formal solicitation process. The Oakland Housing Authority reserves the right to develop a qualified list if deemed advantageous to the Authority.

The Oakland Housing Authority reserves the right to award without discussions.

**B. Meetings.** Once the contract is awarded, the Proposer will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

**Lowest Responsive and Responsible Bidder:**

The Oakland Housing Authority will award a contract to up to three of the lowest responsive and responsible bidders, depending on the capacity of materials needed, performance and price for the selected sites.

**Contract Award Procedure:**

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- The selected vendor(s) will receive a Purchase Order/Contract. For contract amounts above \$50,000, Board approval must be obtained. Therefore, there may be a period of time between the bid due date and issuance of the Purchase Order. Work may NOT commence without a Purchase Order and Notice to Proceed.
- By completing, executing and submitting the Bid Form and required documents, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this RFP as issued by the Oakland Housing Authority, either in hard copy or on the noted Internet System, including any applicable contract agreement. Accordingly, the Oakland Housing Authority has no responsibility to conduct negotiations pertaining to the contract clauses already published after the submittal deadline. Oakland Housing Authority has no power or authority to negotiate any clauses contained within any attached HUD documents.

**Contract Terms and Conditions:**

The following provisions are considered mandatory conditions of any contract award made by the Oakland Housing Authority pursuant to this RFP:

**Contract Form:** As the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, the contract must comply with all applicable HUD requirements specified in HUD-5370-C General Conditions for Non-Construction Contracts Sections I and II. The Contractor must also comply with all Authority requirements as applicable based on contract size which will be incorporated into any contracts awarded.

The Oakland Housing Authority will not execute a contract solely on the successful bidder's form--contracts will only be executed on the required Oakland Housing Authority

and/or HUD documents; and by submitting a bid, the successful bidder agrees to do so (please note that the Housing Authority reserves the right to amend the form(s) as the Oakland Housing Authority deems necessary). However, the Oakland Housing Authority will during the RFP process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Housing Authority to do so; but the failure of the Housing Authority to include such clauses does not give the successful bidder the right to refuse to execute the Housing Authority's contract form. It is the responsibility of each prospective bidder to notify the Oakland Housing Authority, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Oakland Housing Authority will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Oakland Housing Authority's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

Please note that the Housing Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**Workmanship Warranty:** The contractor shall warrant that the material provided will conform to the contract requirements, industry standards, and manufacturer product standards for a period of two (2) years from the final acceptance of the work. The contractor shall remedy, at the contractor's expense, any failure to conform, or any defect of equipment or workmanship furnished by the contractor. Failure to correct the defect will result in the contractor being determined to be "non-responsible" and may be disqualified by the Oakland Housing Authority for future projects.

**Warranty/Guarantee:** All work provided by any contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by that Contractor for a period of time of not less than two (2) years.

**Assignment of Personnel:**

The Housing Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Oakland Housing Authority believes that such change is in the best interest of the Oakland Housing Authority and the completion of the contracted work.

**Unauthorized Sub-Contracting Prohibited:**

The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the contracting shall be void and may result in the cancellation of the contract with the Oakland Housing Authority, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the Contracting Officer.

### **Licensing and Insurance Requirements:**

Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

- An original certificate evidencing the bidder's appropriate licensing current industrial (worker's compensation) insurance carrier and coverage amount;
- Insurance certificates evidencing all applicable insurance requirements as specified in "OHA's Insurance Requirements for Contractors".
- A copy of the bidder's business license allowing that entity to provide such services within the appropriate jurisdiction (State of California).

### **Contract Service Standards:**

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

## **8. NOTICE TO PROCEED**

Upon receipt of the Purchase Order, the Contractor will meet with the Project Manager prior to commencing the purchase. The Contractor shall not start any project without an approved and signed Purchase Order and "Notice to Proceed" from the Project Manager. The following documents and/or process will be required prior to obtaining a Purchase Order and Notice to Proceed (if applicable):

1. Insurance Requirements: The Oakland Housing Authority will require the selected Contractor to meet statutory insurance requirements and provide proof of insurance in accordance with HUD-5370-C as applicable, depending on the size of the contract.
2. Section 3 Reports: Section 3 Reports must be submitted to the CCGS Department on a monthly basis.
3. Subcontractor Form: The Subcontractor List Form (refer to Attachments) will be required prior to the Notice to Proceed being issued for each job.
4. Form HUD 5369-C: If not already submitted.
5. Any Other Applicable Required Documents

## **9. PAYMENT**

All invoices to Authority shall be itemized in the following manner:

1. The Oakland Housing Authority's purchase order #;
2. Site address;
3. The Oakland Housing Authority's project manager;
4. Material description and part #;
5. Quantity of material;
6. Cost of material;
7. Delivery/Freight cost;
8. Date of delivery;
9. Contact name and information.

The Oakland Housing Authority's payment terms are net-30.

**10. CONTRACT TERM**

The Oakland Housing Authority intends to enter into a two (2) -year agreement with the selected vendor(s), with the option to renew for three (3) additional one year options.

# **ATTACHMENTS**

***(FORMS / DOCUMENTS)***

**ATTACHMENT A**  
**BID FORM**  
**RFP #13-033 Pre-finished Cabinetry for Scattered Sites**

**Vendors Name:** \_\_\_\_\_

**Materials**

The respondent must submit manufacturer's product literature including installation instructions and American Testing and Standards of Materials (ASTM) reference numbers for each listed materials. Should the aforementioned information not be provided, the bid might be deemed non-responsive.

**Also attach:**

1. The manufacturer's information for the specified cabinets including all associated hardware.
2. Price sheets for all modular cabinets for specified style (i.e. individual upper and lower cabinets).
3. All cost incurred by the Authority must be outlined below. If additional fees are chargeable to the Authority for the services outlined in this solicitation, please attach additional pricelist outlining these fees.

**YEAR 1**

<b>Material and Supplies:</b>	A. Unit Cost	B. Estimated Quantity	C. Total Materials & Supplies Cost (A x B = C)
Model A - Maple	\$	50	
Model B - Maple	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			\$:
Delivery Cost (FOB Destination):			\$:
Other Costs: (Please list):			\$:
Subtotal: (Add Subtotal of Materials and Supplies, Delivery Cost, and Other Cost.)			\$:
Tax:			\$:
<b>GRAND TOTAL:</b>			\$:
<b><u>Written amount of Grand Total:</u></b>			

The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**YEAR 2**

<b>Material and Supplies:</b>	<b>A. Unit Cost</b>	<b>B. Estimated Quantity</b>	<b>C. Total Materials &amp; Supplies Cost (A x B = C)</b>
Model A - Maple	\$	50	
Model B - Maple	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			\$:
Delivery Cost (FOB Destination):	\$:		
Other Costs: (Please list):	\$:		
Subtotal: (Add Subtotal of Materials and Supplies, Delivery Cost, and Other Cost.)	\$:		
Tax:	\$:		
<b>GRAND TOTAL:</b>	\$:		
<b>Written amount of Grand Total:</b>			

The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT B  
SUPPLEMENTAL BID FORM (Page 1)  
RFP #13-033 Pre-finished Cabinetry for Scattered Sites**

This form must be submitted with your firm base bid. Please submit any limitations or deviations with this form.

**VENDORS NAME:** \_\_\_\_\_

List an alternative for differing hardwoods below include a stain finish and two coats of Polyurethane or lacquer finish for the following:

Also attach:

1. The manufacturer's information for the specified cabinets including all associated hardware.
2. Price sheets for all modular cabinets for specified style (i.e. individual upper and lower cabinets).

**Model A – Year One**

<b>Material and Supplies:</b>	A. Unit Cost	B. Estimated Quantity	C. Total Materials & Supplies Cost (A x B = C)
Maple (Amount should be the same as Bid Form)	\$	50	
Cherry Hardwood	\$	50	
Walnut Hardwood	\$	50	
Birch Hardwood	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			\$:

**Model A – Year Two**

<b>Material and Supplies:</b>	A. Unit Cost	B. Estimated Quantity	C. Total Materials & Supplies Cost (A x B = C)
Maple (Amount should be the same as Bid Form)	\$	50	
Cherry Hardwood	\$	50	
Walnut Hardwood	\$	50	
Birch Hardwood	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			\$:
Delivery Cost (FOB Destination):			\$:
Other Costs: (Please list):			\$:
Subtotal: (Add Subtotal of Materials and Supplies (Year One), Subtotal of Materials and Supplies (Year Two) , Delivery Cost, and Other Cost.)			\$:
Tax:			\$:
<b>GRAND TOTAL:</b>			\$:
<b>Written amount of Grand Total:</b>			

**SUPPLEMENTAL BID FORM (Page 2)**  
**Model B – Year One**

<b>Material and Supplies:</b>	<b>A. Unit Cost</b>	<b>B. Estimated Quantity</b>	<b>D. Total Materials &amp; Supplies Cost (A x B = C)</b>
Maple (Amount should be the same as Bid Form)	\$	50	
Cherry Hardwood	\$	50	
Walnut Hardwood	\$	50	
Birch Hardwood	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			<b>\$:</b>

**Model B – Year Two**

<b>Material and Supplies:</b>	<b>A. Unit Cost</b>	<b>B. Estimated Quantity</b>	<b>C. Total Materials &amp; Supplies Cost (A x B = C)</b>
Maple (Amount should be the same as Bid Form)	\$	50	
Cherry Hardwood	\$	50	
Walnut Hardwood	\$	50	
Birch Hardwood	\$	50	
Other materials and supplies (attach pricelist)	\$		
<b>Subtotal of Materials and Supplies:</b>			<b>\$:</b>
Delivery Cost (FOB Destination):	\$:		
Other Costs: (Please list):	\$:		
Subtotal: (Add Subtotal of Materials and Supplies (Year One), Subtotal of Materials and Supplies (Year Two) , Delivery Cost, and Other Cost.)	\$:		
Tax:	\$:		
<b>GRAND TOTAL:</b>	<b>\$:</b>		
<b>Written amount of Grand Total:</b>			

List any limitations or deviations (You may attach a separate piece of paper):

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The undersigned having examined the specifications, and being familiar with all conditions surrounding the goods and services of the proposed project; hereby proposes to perform all work required, in strict accordance with the Oakland Housing Authority's specifications and contract requirements, within the time specified for rates listed above:

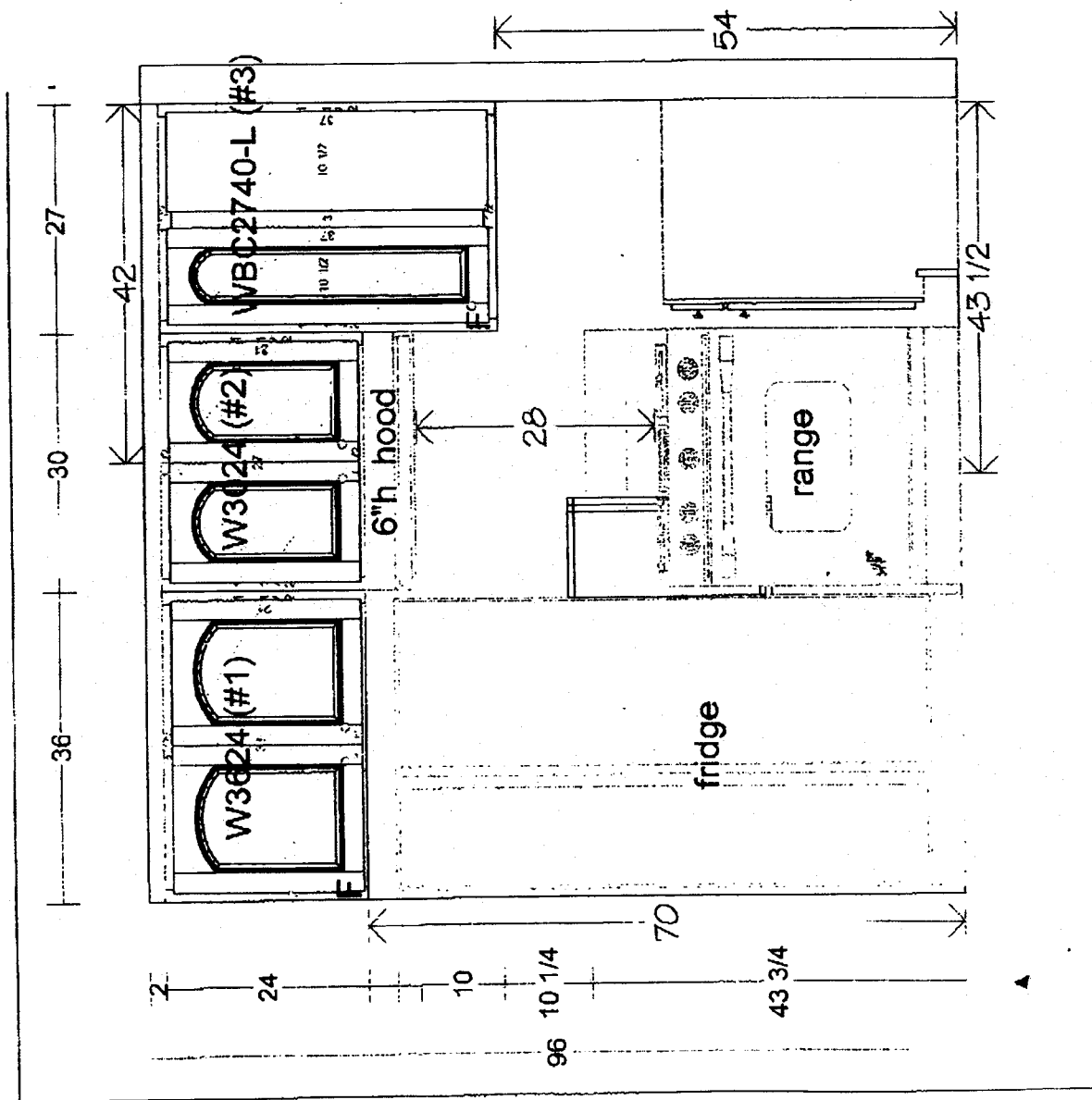
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

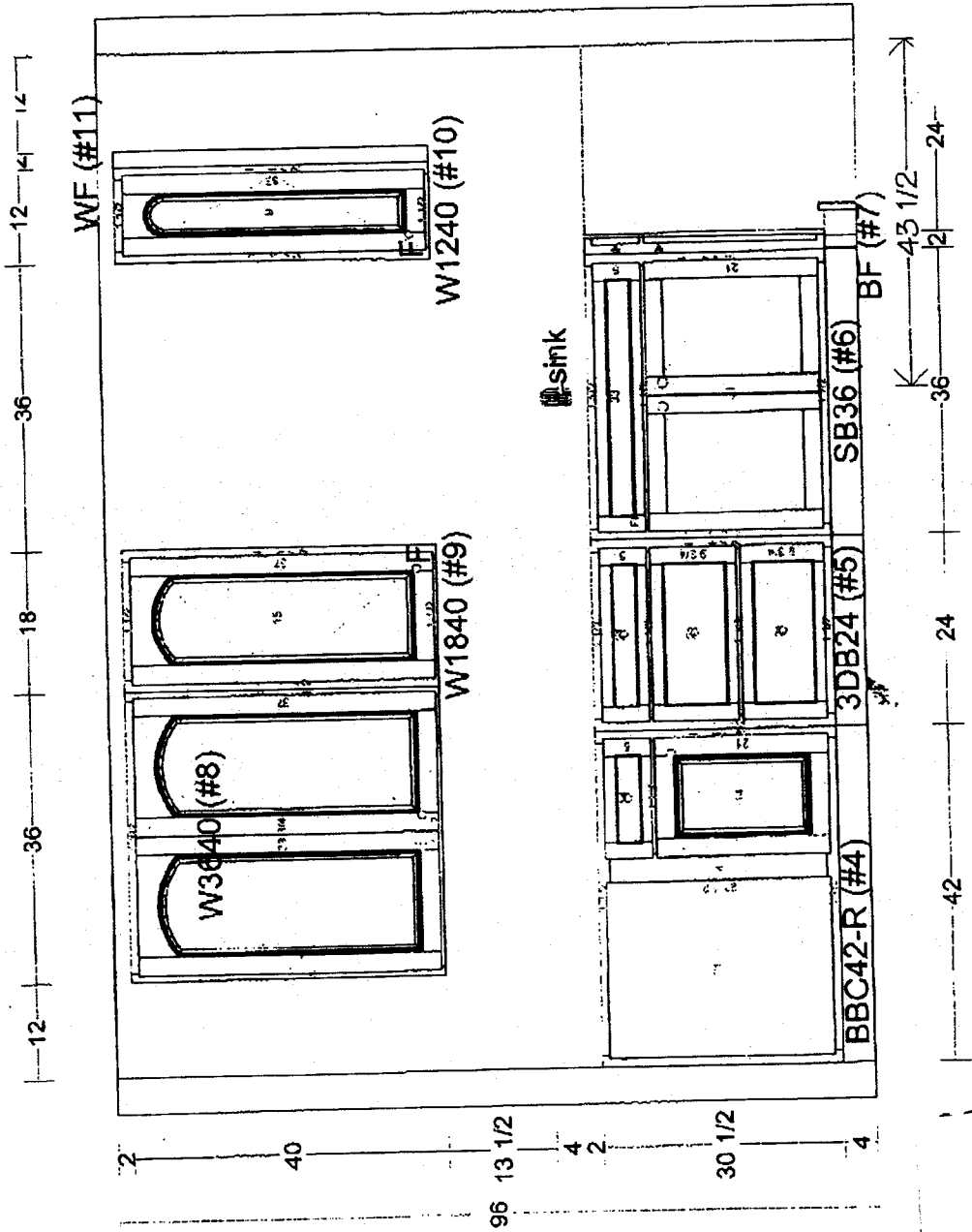
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

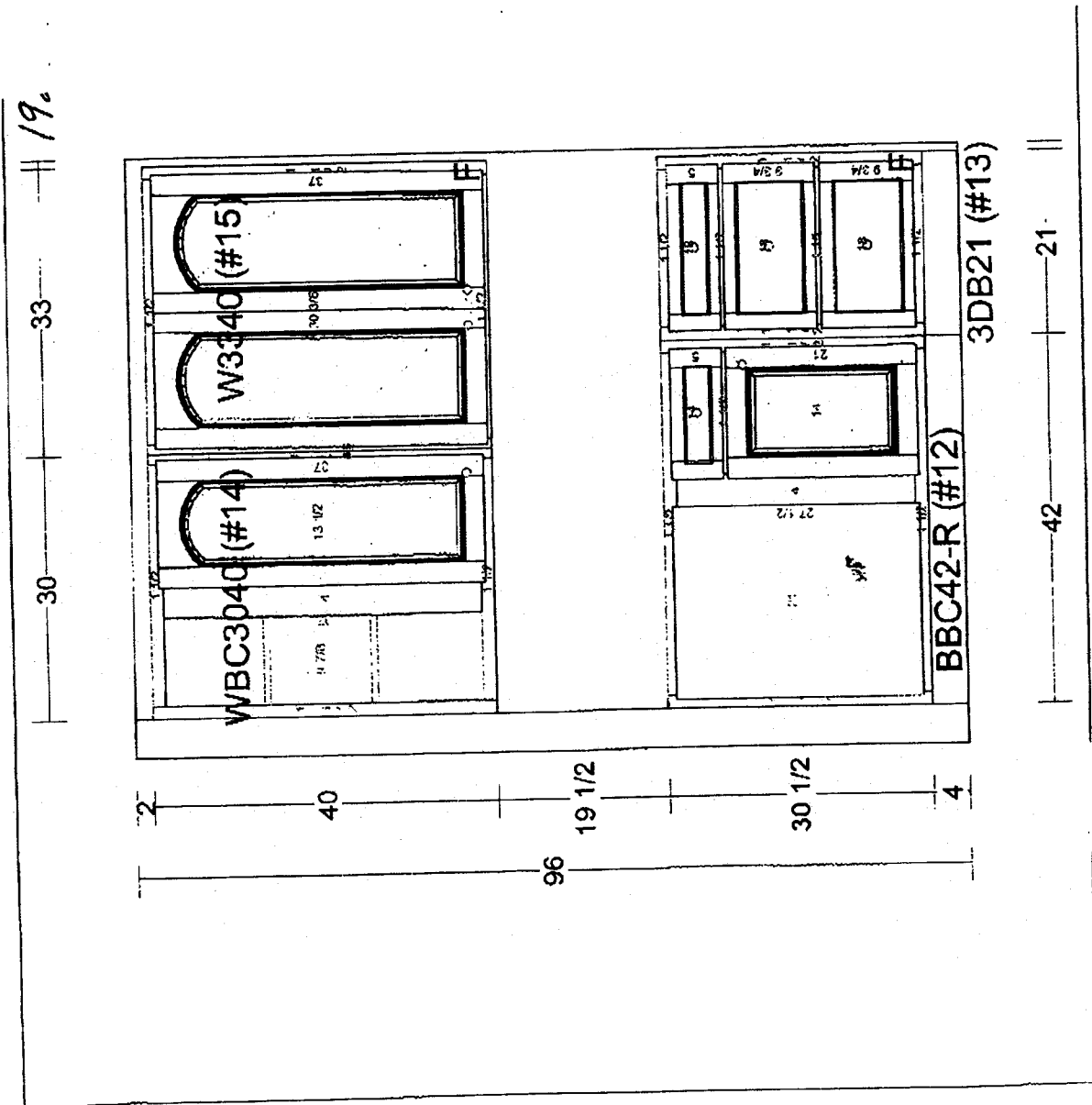
**MODEL A**



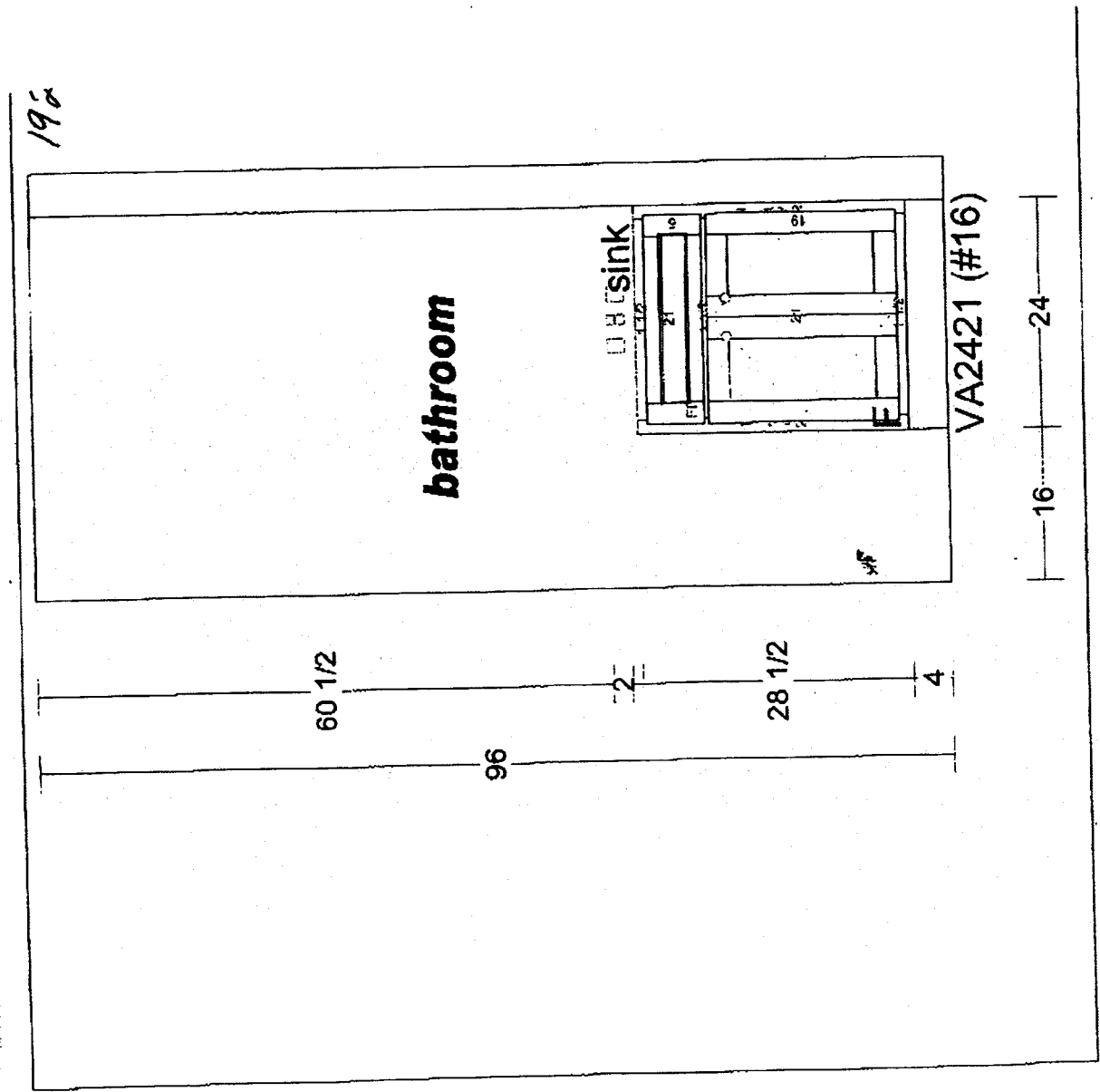
# MODEL A



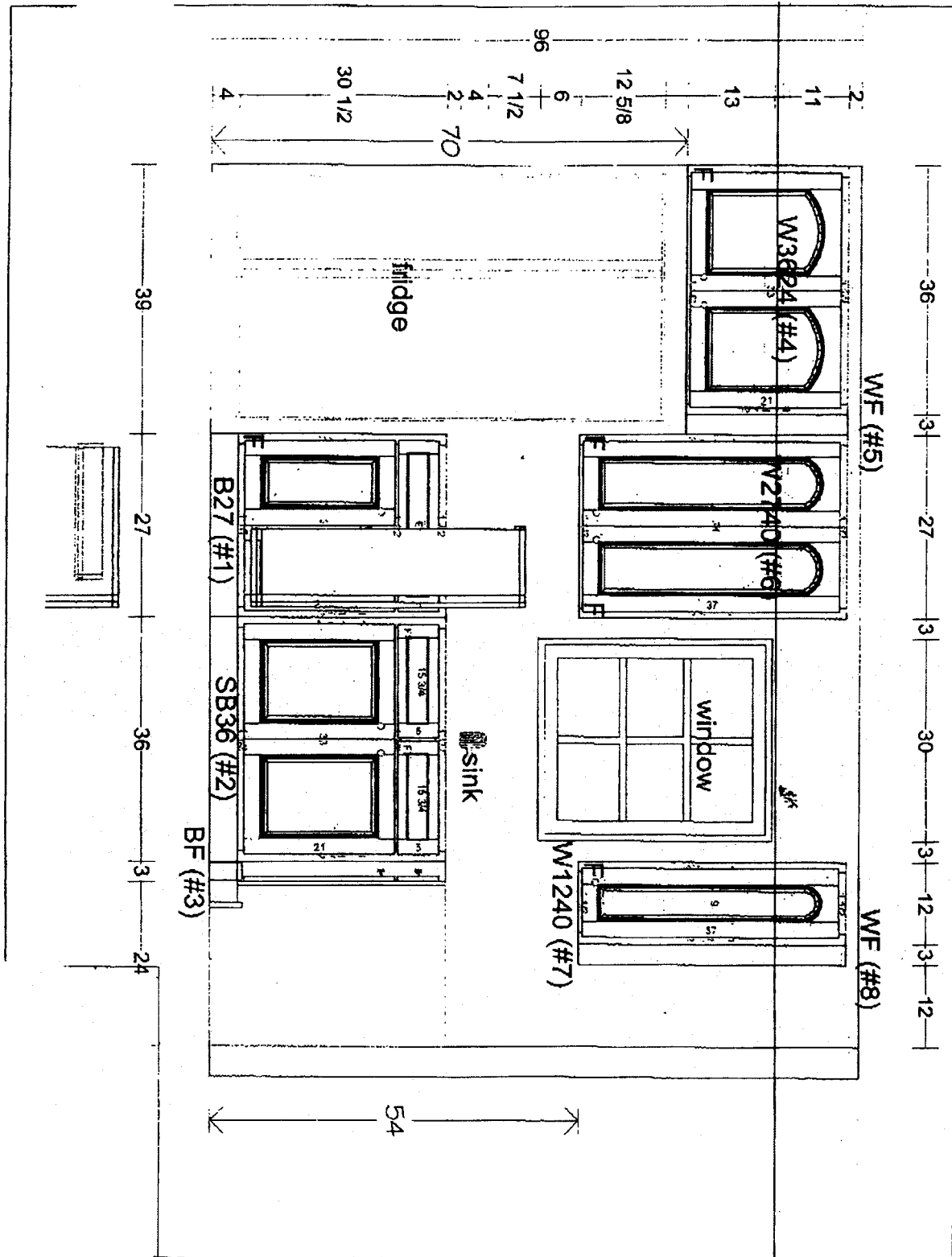
**MODEL A**



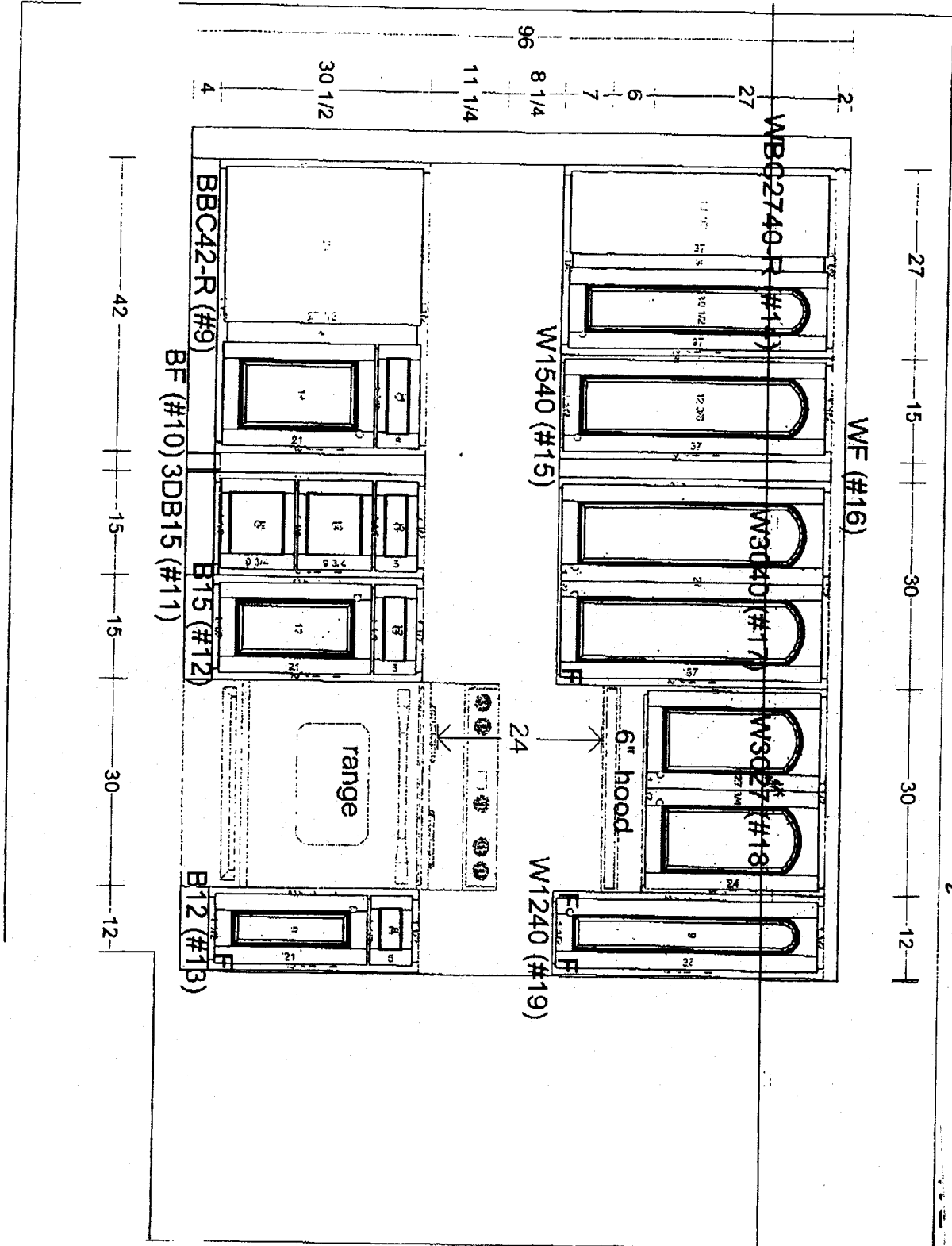
**MODEL A**



# MODEL B

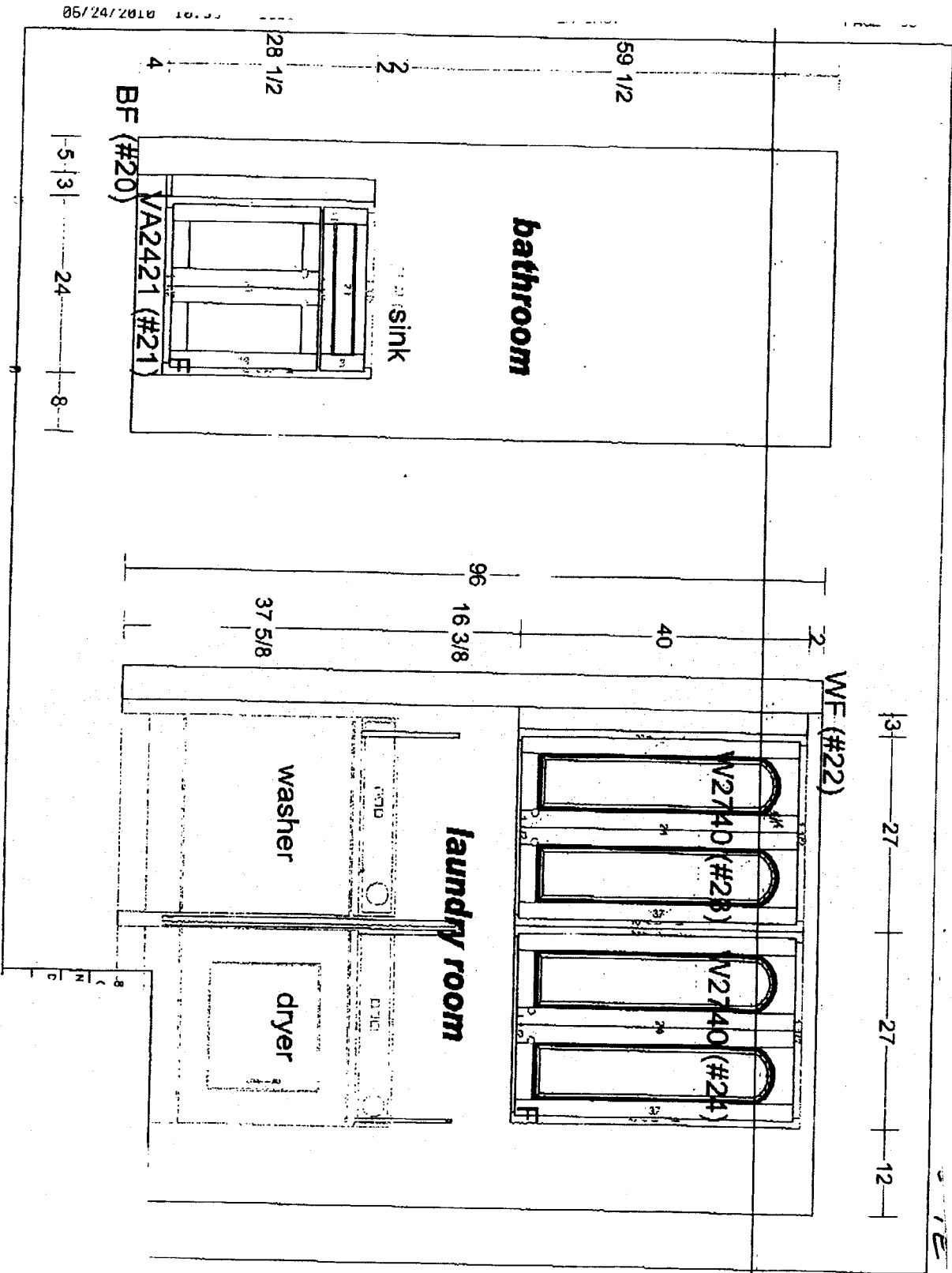


# MODEL B





**MODEL B**



**OAKLAND HOUSING AUTHORITY  
CONTRACT COMPLIANCE & GENERAL SERVICES**

**QUALIFICATIONS STATEMENT** *(Page 1 of 3)*

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year.)

*All questions must be answered, with responses clear and complete. Attach additional pages if needed.*

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Oakland Housing Authority  
Address: 1801 Harrison Street 1<sup>st</sup> Floor  
Oakland, CA. 94612

Submitted by: \_\_\_\_\_

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

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

Name of Project: **RFP #13-033 Pre-finished Cabinetry for Scattered Sites**

Type of work/Location: **Furnish and deliver cabinetry for various Oakland Housing Authority scattered sites**

License Required: State of California License/Local Enforcement Agency permit

**A. Organization**

- How many years has your company been in business as a Contractor in the State of California for the above type of work?
- How many years has your company been in business under its present business name in the State of California?
- If your company a corporation, answer the following
  - i. Date of incorporation
  - ii. State of incorporation
  - iii. President's name:
  - iv. Applicable business and trade licenses

**OAKLAND HOUSING AUTHORITY  
CONTRACT COMPLIANCE & GENERAL SERVICES**

**QUALIFICATIONS STATEMENT** *(Page 2 of 3)*

- If your company a partnership, answer the following:
  - i. Date of licensing
  - ii. Type of partnership
  - iii. Name(s) of general partner(s):
- If your company individually owned, answer the following:
  - i. Date of licensing
  - ii. Name of owner
- How many employees does your company currently employ?
- How many Supervisors and Foreman does your company employ?

**B. Licensing**

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

**C. Experience:**

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)
- Has your company ever failed to complete any work awarded to it?  
 Yes       No
- If yes, what was the name of the contract and what was the reason for default?

**OAKLAND HOUSING AUTHORITY  
CONTRACT COMPLIANCE & GENERAL SERVICES**

**QUALIFICATIONS STATEMENT** *(Page 3 of 3)*

- Has your company ever refused to sign a contract after award of the bid?  
 Yes       No
  
- If yes, what was the name of the contract and reason for refusal?
  
  
- Has your company or subsidiaries or principals ever been debarred from government contracts?  
 Yes       No
  
- If yes, please identify party and state the reason.
  
  
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.
  
  
- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.

**D. Bonding/Financial Information:**

- Surety:
  
- Name of bonding company:
  
- Name and address of agent:
  
- Upon request, will you complete a detailed financial statement and furnish any other information required by the Oakland Housing Authority?  
  
 Yes       No

**The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Oakland Housing Authority, verifying the declarations included in this Statement of Qualifications.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## SUBCONTRACTOR LIST

**BID # 13-033**

**(PAGE 1 OF 2)**

The Authority requires all bidders to identify all subcontractors\* proposed as part of this bid. Failure to provide all the information herewith requested may result in rejection of the bid.

Subcontractor	Classification	Amount	License No.	Ownership (check)		
				MBE	WBE	LBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

*(Attach additional page if necessary.)*

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

LBE - Local Business Enterprise (Offices located within the Oakland city limit)

*\*List Sub-Contractors for work in excess of ½ of 1 percent of Bidders total bid [Reference: California Public Contract Code Section 4104(a)(1)].*

# SUBCONTRACTOR LIST

*BID # 13-033*

*(PAGE 2 OF 2)*

The Authority requires all bidders to identify all work that is **not** to be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the bid.

Classification/Type of Work	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

**PROFILE AND CERTIFICATION FORM (Page 1 of 2)**

- (1) Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) Primary Contact for this Project: \_\_\_\_\_ Email Address: \_\_\_\_\_
- (5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach *professional resumes* for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%
- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Small Business \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

If applicable, WMBE Certification Number: \_\_\_\_\_  
 Certified by (Agency): \_\_\_\_\_

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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





Oakland Housing  
Authority

## Contractor's Summary Guide to Section 3 Compliance

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

### **Oakland Housing Authority's Section 3 Economic Opportunities Policy (included in bid documents)**

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

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

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

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

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

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

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

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

#### **Hiring Goals**

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

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

## Hiring Priorities

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

## Resident Referral Process

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

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

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

Please contact OHA at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-5160 for a list of qualified residents, to request a candidate, or verify the Section 3 eligibility of any prospective hire. For more information about providing economic opportunities to OHA resident's contact:

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

## New Hire Section 3 Information Form

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

## Monthly Reports

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

Rufus Davis, Labor and Section 3 Compliance Officer  
Office of Program Administration  
Phone: 510.587.2176  
Fax: 510.587.2124  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)

## Record Maintenance and Documentation

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

## Compliance Reviews

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

## Useful Definitions

### **Business Concern**

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

### **“Greatest Extent Feasible”**

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

### **Household Income Levels**

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

### **New Hire**

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

### **Section 3 Business Concern**

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

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

### **Section 3 Resident**

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

<b>Number of People in Household</b>	<b>Annual Household Income Limits</b> (Source: 24 CFR 570.3)
1	\$45,100 or less
2	\$51,550 or less
3	\$58,000 or less
4	\$64,400 or less
5	\$69,600 or less
6	\$74,750 or less
7	\$79,900 or less
8	\$85,050 or less

(Income limits eff. 12/11/2012)

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

Rufus Davis, Labor and Section 3 Compliance Officer  
Oakland Housing Authority  
1801 Harrison Street  
Oakland, CA 94612  
Phone: 510.587.7131  
Fax: 510.587.2124  
Email: [rdavis@oakha.org](mailto:rdavis@oakha.org)



## Section 3 Business Certification and Action Plan

Section 3 Business Certification – 1 page

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

### SECTION 1

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

Address \_\_\_\_\_

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

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

### SECTION 2

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

**Select only one option.**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Section 3 Action Plan (2 pages)

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

### PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section 3 Action Plan (continued)

### EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

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

- Refer to any list of pre-screened job-ready applicants provided by OHA's Department of Family and Community Partnerships (FCP) (*REQUEST A LIST from FCP at [S3hire@oakha.org](mailto:S3hire@oakha.org) or 510-587-5160*).
- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor OHA resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to OHA owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades (*REQUEST A LIST from Judy Monnier at OHA, [jmonnier@oakha.org](mailto:jmonnier@oakha.org) or 510-587-7131*).
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SECTION 3 CLAUSE (24 CFR 135.38)

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

To: All Contractors at OHA

**SUBJECT: ASBESTOS NOTICE TO CONTRACTORS (Connelly Act, AB 3713)**

State law requires notification to all Oakland Housing Authority (OHA) Contractors of the presence or the possible presence of asbestos in certain building materials used in the construction of OHA buildings.

OHA is conducting an on-going survey to identify those areas at OHA where asbestos containing building materials (ACBM) are present. For specific locations of ACBM, please contact Artesia Dupree at (510) 874-1680.

Certain buildings at OHA contain non-friable asbestos materials in public access areas. These materials include vinyl asbestos floor tiles, transite, drywall and joint compound, wall texturing, roofing, plaster, stucco and/or linoleum sheet flooring. The asbestos in these materials under normal conditions do not pose any danger to the user. If the material is cracked, drilled, sanded, or otherwise disturbed, however, it could result in the release of asbestos fibers into the air that could present a health risk. Such work must only be performed by trained personnel using proper work practices, containment equipment, and personal protection.

Some other areas contain sprayed-on acoustical material containing asbestos. These materials may be reduced to powder by hand pressure, but do not present a problem as long as they are not disturbed. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

Some fire doors used in stairwells, and the entrances to mechanical rooms and cores in the larger buildings also contain asbestos. These doors are usually wooden and have a metal label on the inside edge or top identifying them as having a type "B" fire rating or a rating of one hour or greater. As long as these doors are intact, they pose no health risk to building occupants or contractors. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

Some larger buildings have asbestos materials in areas of restricted public access such as mechanical rooms and cores. In very few instances, asbestos insulated pipes and ductwork are in public areas. As long as the materials are not damaged or disturbed and the outer canvas cover or metal sheathing on the pipes is intact, the insulation presents no health problem. Only trained workers with the proper equipment should perform work that would have the potential to disturb such materials.

As building materials are tested and/or abated, the database for asbestos is continually updated.

If you have any questions, or would like more information about asbestos, please contact the Asbestos Program Manager, Artesia Dupree at (510) 874-1680.

**Please sign and return the attached certification that you have received a copy of this document; Asbestos: Notice to Contractors.**

**Acknowledgement of receipt of disclosure:**

I hereby acknowledge that I have received a copy of the document entitled: Asbestos: Notice to Contractors provided to me by the Oakland Housing Authority (OHA).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**\*\*\*This form must be returned to OHA before beginning any maintenance/contracting work on OHA buildings.**



# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- |                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:



Oakland Housing  
Authority

## OHA Economic Opportunities Policy

## Oakland Housing Authority Economic Opportunities Policy

### **Background:**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C, 1701U (hereinafter referred to as "Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low - and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

The U.S. Department of Housing and Urban Development's regulations implementing Section 3 are found at 24 CFR Part 135. It is the intent of OHA policy to comply fully with Section 3; and by publication of this policy, the OHA provides direction for application of this policy.

This policy shall remain in effect for all covered activities so long as this policy remains consistent with federal regulations or until changed by the Authority. In any case where it is found that any provision of this policy or of a procedure or program undertaken in furtherance of this policy is found to be inconsistent with Section 3 or 24 CFR Part 135, Section 3 or 24 CFR Part 135 shall prevail.

### **Policy Statement:**

*It is the policy of the Oakland Housing Authority to provide to the greatest extent feasible economic opportunities to low- and very low-income persons residing in Oakland metropolitan area (as defined in § 135.5 of 24 CFR Part 135 and to businesses meeting the definition of "Section 3 business concern" as defined by 24 CFR Part 135.*

*A Section 3 resident is:*

- A Public housing resident and/or
- An individual who lives in the area where a HUD-assisted project is located and who is either low-or very-low income person as determined by HUD

#### **• Determining Income Levels:**

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

*(Income Limits are subject to change. Current Income Limits may be accessed on the OHA website at [www.oakha.org](http://www.oakha.org).)*

**Section 3 business concern** is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

In furtherance of this policy the Oakland Housing Authority shall develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided, in order to achieve the goals outlined below. This policy does not apply to routine maintenance, repair or replacement work using HUD housing and community development assistance for housing rehabilitation; nor does it apply to contractors who only furnish materials or supplies through OHA's procurement program, and do not undertake work, as in the installation of the material or equipment. All covered contracts executed after the adoption of this policy must comply with this policy.

**Goals:**

All contractors undertaking Section 3 covered projects and Section 3 covered activities on behalf of the Oakland Housing Authority are expected to meet the requirements of Section 3. Any contractor (whether or not it meets the definition of a Section 3 business), shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3, must meet the numerical goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. In meeting the goals, contractors are to apply a system of priority selection from among those Section 3 residents eligible pursuant to § 135.34, 24 CFR Part 135:

*First priority* - residents of the development where the work is to be performed.

*Second priority* - other residents of Oakland Housing Authority properties.

*Third priority* - other residents of Oakland who are participants of HUD Youthbuild programs being carried out in the City of Oakland.

*Fourth priority* - other persons from the Oakland metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Furthermore, for all construction contracts in excess of \$100,000, contractors and their subcontractors are required to utilize appropriate State-approved apprenticeship programs that have graduated apprentices as a means to meet the Section 3 employment goals.

**Employment:**

All contractors will seek the greatest extent feasible to achieve a level of 30% of all new hires to be low to very low-income residents of the Oakland metropolitan area.

**Preference for Section 3 business concerns:**

It is OHA's policy to conduct all procurement transactions in a competitive manner. Within this framework, preference shall be awarded to Section 3 business concerns according to the following system:

**Small Purchases:**

For Section 3 covered contracts aggregating no more than \$100,000, the Authority shall follow its small purchase procedures as outlined in its procurement policy. *Small Purchases require at least 3 competitive quotes. Purchases under \$2,000 (also known as Micro Purchases) do not require competitive quotes.*

Competitive (Sealed) Bids (IFBs): (IFB=Invitation For Bids)

Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

1. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:
  - A. is within the maximum total contract price established in the Authority's budget for the specific project for which bids are being taken; and
  - B. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 . . . .10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 . . . .9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 . . . .8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 . . . .7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 . . . .6% of that bid or \$25,000

At least \$500,000, but less than \$1 million . . .5% of that bid or \$40,000

At least \$1 million, but less than \$2 million. .4% of that bid or \$60,000

At least \$2 million, but less than \$4 million. .3% of that bid or \$80,000

At least \$4 million, but less than \$7 million. .2% of that bid or \$105,000

\$7 million or more . . . . 1 1/2% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 business concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Competitive Proposals (RFP)(RFP=Request For Proposals)

Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. In accordance to 24CFR135, the rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating systems.

Proposals from firms not demonstrating compliance with the "greatest extent feasible" requirement of Section 3 shall not be considered responsible.

In accordance to 24 CFR Part 135.36, Appendix Section III(3)ii:

*“(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).*

- (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.*
- (ii) (ii) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.”*
- (iii) With regard to the Section 3 strategy, the RFP shall require the disclosure of the contractor’s Section 3 strategy to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor’s responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.*

Other Provisions:

1. Federal labor standards requirements: Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a--276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines.
2. A Section 3 business concern seeking a contract or a subcontract must submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.



3. OHA will ensure compliance with Section 3 requirements through efforts that may include the following:
  - A. Requiring that contractors submit relevant documentation certifying their eligibility for preference under the Section 3 program, and/or demonstrating their compliance with Section 3 requirements.
  - B. Conducting ongoing Section 3 compliance review of applicable contractors and take appropriate action when they are found to be noncompliant with Section 3 requirements.
  - C. Refraining from entering into a contract with any contractor after notification by HUD that the contractor has been found in violation of Section 3 regulations.
  - D. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance;
  - E. Notifying potential contractors for Section 3 covered projects of the requirements of this part.
  
4. All OHA Section 3 covered contracts shall include the following clause set forth in 24 CFR 135.38:
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor 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 for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Definitions:

The Oakland Housing Authority incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135. Further, the Oakland Housing Authority makes no representation concerning interpretation and meaning of Section 3 of the Housing Act of 1968, as amended, and of 24 CFR Part 135 beyond this policy. It is recommended that interest parties refer directly to the law and regulations for a complete understanding of their meaning.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

#### 6. 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.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor 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

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. 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.
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*Oakland Housing Authority*

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***INSURANCE REQUIREMENTS FOR CONTRACTORS***

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

*Minimum Scope of Insurance*

Coverage shall be as least as board as:

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

*Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

- |                                                                                                        |                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability:<br><br>(Including operations, products and completed operations, as applicable.) | <b>\$1,000,000</b> 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. |
| 2. Automobile Liability:                                                                               | <b>\$1,000,000</b> per accident for bodily injury and property damage.                                                                                                                                                                                                                                                                                    |
| 3. Workers' Compensation and Employer's Liability:                                                     | <b>\$1,000,000</b> per accident for bodily injury and property damage.                                                                                                                                                                                                                                                                                    |
| 4. Errors and Omissions Liability:                                                                     | <b>\$1,000,000</b> per occurrence.                                                                                                                                                                                                                                                                                                                        |

*Deductible and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials,

## ***Oakland Housing Authority***

employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

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

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

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

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## ***Oakland Housing Authority***

4. A Copy of the claims reporting requirements must be submitted to the Authority for review.

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

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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

# **VENDOR PROTESTS AND CLAIMS PROCEDURES**

**(As extracted and revised  
from Oakland Housing Authority  
Contracting and Purchasing Procedures)**

SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES

The following are the definitions of terms used in this section.

**Definitions:**

*OHA:* The abbreviation for the Housing Authority of the City of Oakland, California.

*Contracting*

*Officer:* The Executive Director of OHA or the person designated by the Executive Director in writing.

*Vendor.* The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

*Claim:* The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (MMO9501) furnished by OHA (copy attached).

*Protest:* A written complaint about, or an objection to, an administrative action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (copy attached).

*Response to*

*Solicitation:* The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.

**Who May Submit A Protest or Claim:**

Any person as defined above in "Vendor" may submit a protest or claim.

Vendor protests, claims, or disputes shall be resolved using the following procedures:

**A. Vendor protests prior to bid, quote or proposal opening:**

1. Vendor must submit a written notice of protest to OHA's Contracting Officer eight or more calendar days prior to the date set for the bid, proposal, or quotation opening.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within if required time period. A late notice is not eligible for consideration under this procedure. Any protest received after eight days prior to the date set for the bid, proposal, or quotation opening may be rejected without further consideration or may be considered under paragraph B below at the direction of the Contracting Officer.
3. Contracting Officer shall review the solicitation record to ensure the information provided by the protesting vendor is accurate. Based on a review of the vendor's protest and other relevant information, the Contracting Officer shall prepare a "Finding of Fact."
4. Based upon the "Finding of Fact," the Contracting Officer may elect to:
  - a. Amend the Invitation to Bid by addendum to all prospective vendors. Addendum is to be mailed by registered mail, four or more days prior to the date of scheduled bid opening.
  - b. Terminate the current Invitation to Bid, Quote, or Request for Proposal.
  - c. Reject the claim in writing, detailing reason(s) for the rejection.

**B. Protests after the bid, quote, or proposal opening, but prior to award of contract:**

1. Vendor must submit a written notice of protest to the Authority's Contracting Officer within three calendar days of the bid opening date.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The vendor's protest, along with the solicitation's tabulation sheet, scope of work, copies of all responses received, and any other relevant documents shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."



**CONTRACTING & PURCHASING PROCEDURES**

4. Based upon the "Finding of Fact;" the Contracting Officer may take any of (but is not limited to) the following actions:
  - a. Allow the vendor to withdraw the vendor's response to the solicitation.
  - b. Reject one or more vendor(s) response(s) to the solicitation for failing to be complete, lacking the required guarantee, or failing to conform to the solicitation's instructions.
  - c. Reject all of the responses to the solicitation.
  - d. Disqualify one or more vendor (s) as non-responsible and therefore ineligible for an award of contract.

Note: If the dollar amount of the lowest responsible response to the solicitation is such that the Board of Commissioners must approve the award of the contract, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding (a-d above).

**C. Protests or claims after the award of contract (to be utilized in the absence of contractual language governing protests or claims):**

1. The vendor must, submit a written notice of protest or claim to OHA's Contracting Officer within seven calendar days. The time period shall start the day immediately following the date of the incident on which the notice is based.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within the required time period. A late notice is not eligible for consideration under this procedure.
3. The Contracting Officer, with reasonable promptness (after obtaining the approval of HUD, if required), shall render a written decision to the vendor. Unless the vendor, within seven calendar days after the receipt of the decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
4. The Contracting Officer's decision shall be final unless the vendor has accomplished all of the following:
  - a. Given the notice of protest or claim within the proper time period, and
  - b. Signed a final release of all claims, other than those unsettled claims listed on the final release with their separately stated amounts, and
  - c. Brought suit against OHA (not later than one year after final payment, or in the absence of a final payment, within one year after a written request by OHA to the vendor to submit a final invoice or release) for a disposition of the protest or claim by a court of appropriate jurisdiction.

**CONTRACTING & PURCHASING PROCEDURES**

5. Whether or not the vendor presents a protest or claim to the Contracting Officer or takes exception to a decision of the Contracting Officer, the vendor, unless directed otherwise by the Contracting Officer, shall proceed with the work as directed.

**D. OHA record requirement:**

1. OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

# OAKLAND HOUSING AUTHORITY

## NOTICE OF PROTEST OR CLAIM

CLAIMANT: \_\_\_\_\_ DATE: \_\_\_\_\_

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

AGENT FILING: \_\_\_\_\_

PHONE: \_\_\_\_\_

Purchase Order No.:

Invoice No.:

Bid No.:

REASON FOR CLAIM OR PROTEST (ATTACH COPIES OF DETAIL DOCUMENTS IF ANY):

(OHA USE ONLY)

NOTIFICATION: \_\_\_\_\_

DATE RECEIVED STAMP

CONTRACTING OFFICER: \_\_\_\_\_

FILING DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_