



Oakland Housing
Authority

February 9, 2018

Gentlemen/Ladies:

SUBJECT: RFP No. 18-002 Janitorial Services

The Oakland Housing Authority (OHA) invites proposals from qualified and experienced Janitorial Services Companies.

Proposals will be accepted on the first floor at 1801 Harrison Street, Oakland, CA. until 10:00a.m. (local time) on March 15, 2018. Proposals received after 10:00a.m. on March 15, 2018 will be rejected without consideration.

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

We look forward to receiving your proposal.

Sincerely,

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



Oakland Housing
Authority

REQUEST FOR PROPOSALS (RFP) #18-002

“Janitorial Services”

RFP Issued	February 9, 2018
Site Viewing	February 23, 2018 @ 10:00 AM <u>Location:</u> 935 Union Street Oakland, CA 94607
Questions Due	February 28, 2018 @ 10:00 AM
Addendum Issued <i>(if applicable)</i>	March 6, 2018 by 5:00 PM
Proposal Due	March 15, 2018 @ 10:00 AM

**Contract Compliance & General Services (CCGS)
Department
Oakland Housing Authority (OHA)
1801 Harrison Street, Oakland, CA 94612
e-mail: CCGS@oakha.org**

**Contact person for the above RFP: Courtney Sharif
Email: csharif@oakha.org / 510-587-2165**

REQUEST FOR PROPOSALS (RFP) # 18-002

Janitorial Services

TABLE OF CONTENTS

1. General Information	4
1.1 RFP Introduction	4
1.2 OHA Reservation of Rights	4
1.3 OHA Background Information	4
2. Scope of Work	5
3. Service Requirements	13
1. Expectations	13
2. Definitions	15
3. Frequencies	17
4. Proposal Submission Requirements	23
4.1 Proposal Format	23
A. Letter of Interest	24
B. Demonstrated Experience and Past Performance	24
C. Technical Capabilities	24
D. Approach to Project	25
E. Cost Form	25
F. Required Forms	25
4.2 Required Forms/Certifications	25
A. Profile and Certification Form	25
B. Section 3 Requirement Form and Action Plan	25
C. New Hire Section 3 Information Form	25
D. Sub-Consultant Form	25
E. Form HUD-5369-C	25
F. Cost Form	25
5. Process for Selecting Proposer	26
5.1 RFP Timeline	26
5.2 Pre-Proposal Conference	26
5.3 Questions/Answers	26
5.4 Proposal Due Date	26
5.5 Selection Process	27
5.6 Evaluation Criteria	27
6. Contract Requirements	27
6.1 Proposer Requirements	27
6.2 Contract Award	28
6.3 Contract Conditions	28
6.4 Contract Terms	29

Documents to be Submitted		
PROPOSAL SUBMITTAL REQUIREMENTS (in Section 3)		
	1. Proposal Format A. Letter of Interest B. Demonstrated Experience and Past Performance C. Technical Capabilities D. Approach to Project E. Cost Form (<u>See Exhibit A</u>) 2. Required Forms/Certifications A. Profile and Certification Form B. Section 3 Requirement Form and Action Plan (<u>See Section 3 Requirements attached</u>) C. New Hire Section 3 Information Form D. Sub-Consultant Form (<i>if applicable</i>) (<u>See form attached</u>) E. Form HUD-5369-C (<u>See Form attached</u>) F. Cost Form G. Addendum Acknowledgement (if applicable)	√
ATTACHMENTS - EXHIBITS AND DOCUMENTS		
1.	Exhibit A - Cost Form	√
2.	Profile and Certification Form	√
3.	Section 3 Requirements – Oakland Housing Authority Economic Opportunities Policy	
4.	Section 3 Requirements Form and Action Plan Baseline Employment Reporting for Section 3 – For informational purpose only - to be completed by awarded contractor(s)	√
5.	New Hire Section 3 Information Form	√
6.	Sub-Consultant Form (<i>if applicable</i>)	√
7.	HUD 5369 , Instructions to Bidders for Contracts	
8.	HUD-5369 B , Instructions To Offerors – Non - Construction	
9.	HUD-5369 C , Certifications and Representations of Offerors -Non-Construction	√
10.	HUD-5370 C , General Conditions for Non-Construction Contracts – Section I	
	HUD 5370 C , General Conditions for Non-Construction Contracts – Section II	
11.	HUD Maintenance Wage Rate Decision	
12.	Sample Consultant Agreement	
13.	OHA Insurance Requirements	
14.	Vendor Protests And Claims Procedures	

1 GENERAL INFORMATION

1.1 RFP Introduction

The Oakland Housing Authority ("OHA") invites proposals from qualified and experienced Janitorial Services Companies. The purpose of this solicitation is to engage the services of a Janitorial Services Company that can provide services at six (6) Oakland Housing Authority Properties. Prospective contractors should have some history of successful service to other clients, preferably with experience in providing this same type of service to other government entities.

It is the intent of Oakland Housing Authority that the Contractor, under the direction of Oakland Housing Authority (collectively "Manager"), provide the labor, supervision and management that is required to perform the Work (as described and specified in the applicable service specifications herein) and to ensure overall cleanliness to the locations listed herein, ("Buildings"). The Work shall be performed to the greater of the standards applicable to "Class "A" office Buildings or the standards specified in this RFP.

1.2 OHA Reservation of Rights

1. OHA 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 OHA to be in its best interests.
2. OHA reserves the right not to award a contract pursuant to this RFP.
3. OHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
4. OHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
5. OHA reserves the right to negotiate the fees proposed by the proposer entity.
6. OHA 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.
7. OHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
8. OHA is subject to the disclosure requirements of the California Public Records Act, which applies to all proposals submitted to OHA.
9. OHA reserves the right to increase or decrease the number of service locations.

1.3 OHA 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.

OHA 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 2028.

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 full time employees in four major divisions: The Office of the Executive Director, including the Departments of Human Resources and Police Services, Real Estate Development, Finance, and Operations which includes the Housing Choice Voucher (Section 8), public housing, and resident services programs.

The Authority's employees are housed at seven separate facilities, all located within the City of Oakland: 1619 Harrison Street, 1805 Harrison Street, 1801 Harrison Street, 1180 25th Avenue, 935 Union Street, 1327 65th Avenue, and 1540 Webster Street.

2 SCOPE OF WORK

2.1 Description of Services

The intention of this RFP is to obtain Janitorial Services for the following location(s):

- 1619 Harrison St. Oakland, Ca (3 Story office building approximately 37,994 square feet);
- 1801 Harrison St. Oakland, Ca (2 Story office building approximately 6,118 square feet);
- 1805 Harrison St. Oakland, Ca (2 Story office building approximately 14,208 square feet);
- 935 Union St. Oakland, Ca (2 Story office building approximately 19,584 square feet);
- 1180 25th Ave. Oakland, Ca (2 Story office building and trailer square footage not available); and
- 1327 65th Ave. Oakland, Ca (1 Story office building).

Note: The Authority reserved the right to increase or decrease the square footage and change service locations. The price per square footage will be applied to new locations.

2.2 General Standards and Requirements

The following Rules and Regulations will be strictly adhered to and enforced. In all cases, coordinate activities or questions with the Facilities Manager. The Prime Contractor is responsible for issuance of a copy of these rules and regulations to all subcontractors and employees.

Oakland Housing Authority reserves the right to require removal from the Building of any Contractor or subcontractor's employee exhibiting behavior which would justify termination from building management guidelines. Such action does not waive the contractor's responsibility to complete the services as agreed.

2.3 Cooperation and Coordination

Contractor shall cooperate with Oakland Housing Authority and other trades doing Work at the site. Contractor shall plan its schedule and arrange the Work so as not to conflict with other trades working at the site or the business functions of Manager. Contractor shall familiarize itself with the work to be done by others insofar as it affects Contractor's Work and shall promptly share information and coordinate with others in order to achieve a harmonious working environment.

Contractor shall immediately notify Manager orally and in writing of any conditions that might prevent the satisfactory completion of its Work. In case of any conflict between Contractor's Work and any work to be performed by others, The Manager shall have the final decision with respect to addressing and resolving the conflict and Contractor shall promptly comply with each such decision.

2.4 Equipment & Supplies

The Contractor shall provide all equipment, tools, receptacle and supplies necessary for the effective and efficient cleaning services of the Buildings in accordance with the intent and the letter of specifications. If Contractor is asked to supply feminine hygiene products, Contractor shall be entitled to collect monies from dispensers. In the event that products are supplied by Manager, all proceeds shall be credited to Manager. All Contractor Equipment and tools shall be state-of-the-art and consistent with good practices. Any Contractor Equipment or tools that Manager may deem unsuitable shall be removed from the Buildings and replaced with suitable equipment within 24 hours of notification to the Contractor by Manager. All Contractor Equipment and tools shall be used exclusively for the performance of the Work and for no other purpose and shall be stored in a secure, enclosed storage area designated and provided by Manager. Sufficient quantities of Equipment and tools shall be maintained in the storage areas for all routine needs. Contractor shall have the responsibility for the custody, care and safekeeping of all Equipment and tools. All storage areas shall be kept in a neat and clean condition and are subject to Manager's inspection at any time. Contractor shall not have the exclusive right to use and/or occupy any storage area and shall accommodate all other uses designated by Manager, from time to time.

Contractor is responsible for bringing only the quantity of chemicals or hazardous materials into the Building as is required to perform the Work and Additional Work for

a period of one month. Such products should be those that afford the greatest degree of environmental and human health protection that can effectively perform the Work and Additional Work. Contractor is responsible for the safe handling, use and disposal of such chemicals or hazardous materials and shall provide Manager with Safety Data Sheets (SDS) formerly known as Material Safety Data Sheets (MSDS) for each product used, at each and every building cleaned as well as a copy must be kept in the storage area of the chemicals or hazardous materials. SDS and other OSHA required safety information shall be clearly posted in all employee supply, storage and locker areas. Contractor shall be familiar with and have read and understood the label of any chemical product the Contractor will use at any of the Buildings. Contractor and Contractor's employees, agents or subcontractors, shall be trained on the human health effects of all such products, personal protective equipment requirements for such products (if any) and procedures for safely mitigating any spills of the product. Contractor shall supply spill kits, neutralizers or absorbents in sufficient quantity to safely mitigate any potential spills Contractor, its employees, agents or subcontractors, may cause. Contractor must immediately notify Owner and Agent on any spill other than an accidental spill of chemical product. An accidental spill is generally a spill of less than one cup of chemical product.

2.5 Uniforms

Contractor shall, at its sole cost and expense, provide its Employees with all uniforms, work clothing, apparel, shoes and seasonal clothing, including, but not limited to shirt, trousers, smocks and outerwear (collectively, "Uniforms") and all safety and protective devices. The color and style of all Uniforms shall be subject to the prior approval of Manager in each instance. Uniforms shall not bear any insignia or logo without the prior written consent of Oakland Housing Authority. Contractor shall clean, launder, press, repair and maintain all Uniforms in accordance with generally accepted standards of the textile industry so that all Employees present a neat and professional appearance at all times. Uniforms that are worn out shall be promptly replaced. While on duty, all Employees are required to wear a properly fitted, full and complete Uniform and to display appropriate photo identification badges. Notwithstanding anything to the contrary contained in this proposal, Oakland Housing Authority shall not be required to pay any amount in connection with the cost and expense incurred by Contractor for providing and laundering Uniforms, for providing safety and protective devices used by the Employees and for any training required in connection therewith.

2.6 Waste Disposal

Contractor shall collect, clean and remove all trash and other matter and materials except for hazardous materials, as defined under applicable federal, state and local laws, in leak-proof containers and deposit the containers at the trash collection areas designated by Manager, or as otherwise required by Oakland Housing Authority.

All Employees involved in trash removal/recycling shall be familiar with, and comply with Oakland Housing Authority procedures and policies and all other laws, rules and governmental regulations that are applicable to trash removal/recycling as imposed by governmental, quasi-governmental or other agencies having jurisdiction.

Contractor shall provide protective covering such as plastic tarps to protect Carpet coverings in areas where trash is staged for transport and removal.

2.7 Quality Assurance

All Work shall be performed in a first class, industry accepted, workmanlike manner, to the satisfaction of Oakland Housing Authority. Contractor shall submit a daily report detailing any non-daily routine tasks. Contractor will develop quality control forms and specification schedule sheets for all Work performed and within 30 days from the date of contract award the Contractor shall submit the forms and schedules to Manager for approval.

Contractor's Management Employees shall inspect all Work on a daily or weekly basis as designated by Manager from time to time. Weekly, Contractor shall deliver to Manager, a copy of all daily and weekly inspection reports. Contractor will employ the necessary Management Employees who shall supervise Contractor's other Employees in the performance of the Work.

All services listed in the forthcoming Cleaning Specifications shall be performed at the indicated frequencies or at such other frequencies as may be determined by The Manager. The terms "as necessary" and "as required" when used in the forthcoming Cleaning Specifications shall be defined as determined by The Manager from time to time.

2.8 Related Duties

In addition to the supervision of all Work, the Management Employees shall be responsible for the following items (if checked by ✓):

- ✓ Instructing personnel to turn-off all lighting as soon as possible each night.
- ✓ Instructing personnel that lights will be left on during the performance of Work in occupied areas.
- ✓ Securing all suite entrances in conjunction with Oakland Housing Authority's security staff.
- ✓ Preparing and promptly delivering to Manager a written report of each incident of injury to any person, damage, loss or theft involving Oakland Housing Authority fixtures, property or Equipment. The form and substance of each report shall be satisfactory to Manager.

- ✓ Contractor shall promptly advise Manager of all damages to property of Owner or property of others, all injuries incurred by persons including employees of the Contractor (or any subcontractor) in any manner relating, either directly or indirectly, to the work to be done or the services to be performed by the Contractor. A detailed incident report should be completed and submitted to Manager within 24 hours after the incident.
- ✓ Immediately advising Manager of any conditions or circumstances that have caused or may cause any material disruption of services, or that is or may become hazardous or that affects or may affect or threaten the life, health or safety of any individual or that constitutes an emergency.
- ✓ While cleaning the areas, Contractor's personnel will not admit anyone into an area, and all doors shall remain locked at all times, Upon completion of nightly chores, all lights will be turned off, exterior doors locked and offices left in a neat and orderly condition. Any exceptions (i.e. leaking faucets, malfunctioning lights, broken locks, loose carpeting, etc.) shall be brought to the attention of Manager, and placed in the daily logbook.
- ✓ Contractor will provide the Manager with a list of all employees providing services associated with the scope of services for each physical location. The list shall be updated as needed by Contractor and provided to Manager. Such lists shall include roving managers.
- ✓ Contractor will empty recyclables from central designated areas as well restrooms, conference rooms and break rooms to include Cans, bottles, paper, cardboard and organic and place them in the correct location on a daily basis.

2.9 Vacancy/Occupancy Factor

Contractor shall provide pricing based on full occupancy, and shall provide a vacancy credit for areas that may, from time to time, not require service, vacancy credit shall be based on a per square foot basis. Such adjustment shall be determined on a case by case basis. The same factor shall be used for additional areas that may require service in the future.

Manager shall review occupancy records for the preceding month, monthly, to determine the discount, if any, for the current monthly period. Adjustment, if any, shall be effective on the first day of the current month. Contractor shall provide a written statement indicating the average occupancy for the preceding year.

2.10 Personnel Timekeeping

Within 10 days from the date of being awarded business, Contractor shall provide The Manager with a schedule indicating the name and job assignment for each Employee. The job assignments and the number of Employees assigned thereto shall be submitted to The Manager and a revised schedule shall be delivered to The Manager promptly following each change in the schedule and each such change shall be subject to the prior written approval of The Manager.

2.11 Hours of Work

Normal building hours are 7 a.m. to 6 p.m., Monday through Friday, and every other Friday the offices are closed, Contractors must exercise good judgment in all forms of work to be performed, Contractor shall perform all services between the hours of 5:00 p.m. and 9:00 p.m.

2.12 Contractor's Work Force

All Employees shall be qualified to perform the Work required in connection with their job assignment and to achieve and maintain the level of service described herein.

If any Employee or any person employed by any permitted subcontractor of Contractor is not acceptable to Oakland Housing Authority, said individual shall be immediately removed from The Buildings, prohibited from working at The Buildings and shall be replaced immediately by Contractor or the subcontractor, as the case may be, with an individual acceptable to Oakland Housing Authority. Requests for the removal of any such personnel will be limited to disciplinary and/or security reasons or other lawful grounds and shall not be based upon gender, race, age, national origin or other grounds prohibited by law. Contractor shall immediately notify Manager of the name of each Employee and any person employed by any permitted subcontractor who is terminated or suspended by Contractor and the name of each individual hired to replace any Employee who is terminated.

Contractor shall maintain and show evidence of an adequate back-up force of personnel, including management personnel, and equipment and a crisis management team with the ability to provide additional and immediate assistance to Oakland Housing Authority in case of flood, fire, casualty, natural or man-made disasters, or other emergency circumstances.

Upon the execution of an Agreement, Contractor shall provide Manager with the names and telephone and/or beeper numbers (excluding Contractor's local branch number or answering machine number) for at least five supervisory personnel who can be contacted by The Manager 24 hours per day, 7 days a week in the event of an emergency and who are authorized to dispatch back-up working crews in the event of a request by Oakland Housing Authority for such services. Contractor will update the emergency telephone list as required throughout the term of this Agreement so that Oakland Housing Authority shall always have current numbers.

The Management Employees shall: (i) be assigned to adequately monitor and control all Work to completion each night; (ii) become familiar with Oakland Housing Authority's emergency, fire and disaster plans and shall assume the duties assigned to them by Oakland Housing Authority in connection with these plans; (iii) comply with and assist Oakland Housing Authority in enforcing the portions of Manager's security plan that relates to the activities of the Employees; and (iv) be available, upon request, to meet with Manager during normal business hours.

In addition to Site Managers and Management Employees assigned to the direct supervision of other Employees, Contractor shall maintain and show evidence of adequate senior management level staff who shall make periodic scheduled and unscheduled visits to The Buildings to assure that the Work is being performed in accordance with the Agreement and that all Employees are performing the Work in accordance with the Agreement.

Contractor shall assure that at least one English speaking staff member is available at each service location. If not, then an English speaking interpreter must be available via telephone to communicate service needs to site staff.

2.13 Security

Employees must demonstrate the utmost care and caution when in sensitive or secure areas of the Building(s). Unless otherwise directed by Oakland Housing Authority officials, security personnel or Manager, said Employees are required to stay clear of unauthorized areas. If any Employee is confronted with abnormal conditions or circumstances, the affected Employees shall immediately stop all activities and contact OHA and building security personnel for further instructions.

Contractor shall insure that all Employees who work at the Buildings are adequately informed of and comply with all applicable directives, policies, procedures and rules and regulations issued or adopted by Oakland Housing Authority from time to time.

Contractor shall develop a program, in conjunction with Oakland Housing Authority, for the controlled access of all Employees in order to limit Employee access to only those areas to which they must have access. This includes both card and key accessible areas.

Contractor shall not admit any unauthorized personnel into the Buildings (to include personal acquaintances, children or spouse).

Upon loss of key(s) to any office, conference room or other locked area of the premises for which Contractor has key access, the Contractor will immediately advise the Manager. Re-keying shall include the replacement of any tenant or other entry key, which may have been previously issued. In addition, Contractor shall be liable for any additional loss, costs and expenses, including attorney's fees, that Oakland Housing Authority may incur due to the loss of a key or keys that Contractor is responsible for.

2.14 Safety

Contractor shall, at its sole cost and expense, be responsible for the safety of all Employees and for assuring that the Work is performed in a manner that does not jeopardize the safety of any person present at the Buildings or damage OHA and/or tenant property. Contractor shall perform all Work in an appropriate and careful manner so as to minimize the risk of damage, fire, flood or other hazards or casualty.

Contractor is responsible for assuring that all personnel, Equipment and operations of the Contractor at the Buildings are in conformance with the Occupational Safety and Health Act (OSHA), including but, not limited to, all "Right To Know" information, Material Safety Data Sheets and supporting documentation and all other applicable federal, state and local laws and regulations. Contractor shall promptly advise Manager in writing if any product, Equipment or other item supplied by Oakland Housing Authority for use by Contractor, any Employee or any permitted subcontractor does not comply with OSHA regulations.

Notwithstanding anything to the contrary contained herein, OHA and/or Client shall not be required to pay any amount to Contractor in connection with Contractor's obligations under this Section and with respect to the costs and expenses incurred by the Contractor in providing any safety equipment, devices or training to the Employees.

2.15 Elevator Service

Contractor shall have the reasonable non-exclusive use of elevators designated by the Manager. Contractor shall comply with all rules and regulations adopted by Manager from time to time with respect to the use of the elevators. If such designated elevators are not available, Manager may assign alternate elevators to Contractor for temporary use by Contractor. Contractor shall protect the interior of all elevators from damage, paying special attention to Carpet coverings.

2.16 Business Days

For the purposes of the Agreement, the term "business days" shall include all days, Monday through Friday, not observed by the Building(s) as Holidays.

2.17 Changes to Scope of Services

OHA may, from time to time, order changes by additions or deletions to the original specification. Should this occur, the invoiced sum would be adjusted accordingly. All such orders must be in writing and the Contractor shall not be entitled to reimbursement for any extra costs unless the amount of such extras is approved in writing before the work involved in any such change has commenced.

2.18 Subcontracting

The Contractor may not subcontract work without the prior written consent of the Manager. The Contractor agrees that it will not at any time prior to or during the term of the Agreement, either directly or indirectly, use any subcontractor(s) and/or labor and/or materials which would or will create any difficulty with other subcontractors and/or labor engaged by the Contractor or The Manager in the operation of the premises or any part thereof.

The following identifies the detailed services to be provided but may be expanded based on OHA needs. Contractor shall provide services on a regular schedule.

Should the proposer require the services of sub-consultants, the contractor shall identify whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another contractor. The OHA reserves the right to audit the financial records of the consultant and its sub-consultants. (Please submit the **Sub-Consultant Form** in the attached forms if applicable).

3. Service Requirements

1. Expectations

Contractor will be required to provide all labor, materials, equipment, transportation, insurance and bonding necessary to provide janitorial services for the following locations:

- 1619 Harrison St. Oakland Ca (3 Story office building approximately 37,994 square feet);
- 1801 Harrison St. Oakland Ca (2 Story office building approximately 6,118 square feet);
- 1805 Harrison St. Oakland Ca (2 Story office building approximately 14,208 square feet);
- 935 Union St. Oakland Ca (2 Story office building approximately 19,584 square feet);
- 1180 25th Ave. Oakland Ca (2 Story office building and trailer square footage not available); and
- 1327 65th Ave. Oakland Ca (1 Story office building approximately).

Note: The Authority reserved the right to increase or decrease the square footage and change service locations. The price per square footage will be applied to new locations.

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

The Work covered by this Contract involves janitorial cleaning services for the cleaning of office space; corridors; lobbies; rest rooms; conference rooms; exterior entrances; vending/cafeteria, dining rooms; lounges; data centers/computer rooms; dock areas; garage bay areas; storerooms; crating rooms; stairways and any and all customer, employee and public spaces contained within the Buildings and Additional Buildings. The Work will be performed in designated areas of the Buildings and Additional Buildings.

Services Provided

Services to be provided include routine and project cleaning of the following items including but not limited to: walls, ceilings, furniture and furnishings including chairs, wardrobes, tables, desks, telephones, shelving/bookcases, pipes, high dust areas, blackboards/marker boards, clocks, exit/other signs, pictures, interior window sills, spotting of interior glass and lobby glass, all Carpet surfaces; Carpet coverings (carpeting, rugs, tile, etc.) walk-off mats, baseboards, cabinets, ash urns, water fountains, doors and door frames, moldings, transoms, radiators, and other heating devices, grills, vents/lovers, blinds, steps/banisters, elevator tracks, coat racks, credenzas/office furnishings, filing cabinets, air conditioners, fire extinguishers, drainage and toilet fixtures, sinks, mirrors, sanitary napkin/other dispensers, lockers, tubs, shower rooms, shower curtains, partitions, urinals, table-top and modular furniture, lighting or illuminating fixtures, carts, dollies, soap, paper towel and toilet tissue dispensers, equipment, pads, trash containers, microwaves, refrigerators, stairwells, and any and all customer, employee, and public items. In addition to the above items, services include day cleaning of secured and non-secured areas (where applicable), conference facility cleaning, sweeping and policing of steps, entrances, sidewalks and grounds, trash/waste removal to designated locations. Also included is spot cleaning of fingerprints and smudges on all walls, doors, glass and other furniture.

Surface traffic cleaning, spot cleaning and vacuuming of carpet are included in services.

Service room, Breakroom, Lunch room, Kitchen and Restroom supplies (paper products such as toilet tissue, liners, hand towels, hand soap, feminine hygiene products, etc.) are to be included in the monthly service cost.

Contractor guarantees that the Work shall be performed in a good and workmanlike fashion and manner, free from defects in materials and workmanship, strictly in accordance with all specifications.

If applicable, all nightly cleaning services shall be performed after normal business hours, after 5:00 p.m. and before 9:00 p.m.

Additional work must be completed in accordance with the work order procedure and policy. Only additional work authorized in writing (work/service order) by OHA Management, will be paid for services requested beyond the scope of the Contract. Additional work includes but is not limited to the following services:

Interior and Exterior window washing as well as Carpet Care (outside the scope of the Contract).

2. Definitions

Cleanliness: For Items Subject to cleaning, per specifications, cleanliness means:

- The absence of debris which can be eliminated by appropriate polishing techniques
- The absence of un-bonded dust build up which can be eliminated by appropriate dusting techniques
- The absence of any surface marks, spills or other bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques
- The absence of any soil, wax, or bonded build up which can be eliminated by appropriate heavy duty, cycle or project cleaning technique
- The presence of appropriate surface gloss or protection
- The absence of minor spots, marks or other surface soil which can be eliminated by appropriate spot cleaning technique.
- The absence of dust, lint and other fiber accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum cleaning techniques.

Timing:

- Repeated – Performed as Needed to maintain cleanliness
- Daily – One time per day (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- 2x Weekly – Performed two or more times per week (as indicated), but less than daily, at the appropriate time to be determined by Manager based on the service needed.
- Weekly - One time per week (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- Bi-Weekly One time every other week (Monday-Friday) at the appropriate time to be determined based upon the service needed.
- Monthly - One time per month (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- Quarterly – Four times per annum at the appropriate time to be determined by Manager based on the service needed.
- Semi-Annually – Two times per annum at the appropriate time to be determined by Manager based on the service needed
- Annually - One time per annum (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
 - Non Service Days – Days predetermined by Manager where no service will be performed.
 - Weekend Service – Services requested by Manager that are performed during non-business periods not covered under the general cleaning provisions.

It is understood that whenever the terms "adequate" or "as required" or "as necessary" or "if necessary" or "clean" are indicated in the specifications, these terms shall be construed to mean "as determined by Owner and/or its Agent"

- **POLICE** – Inspect, pick up debris and correct obvious deficiencies.
- **SWEEPING** – To gather and remove surface dust and debris from any and all floor surfaces using a broom, brush or dust mop.
- **DUST MOPPING** – Use of a Chemically Treated floor tool to attract and remove dust and debris from floor surfaces
- **SPOT MOPPING** – Using a damp mop or sponge type tool to wipe up spots and spills from floor surfaces
- **DAMP MOPPING** – Surface cleaning of entire areas of floor surfaces using a single bucket and mop, wringer and clear water
- **WET MOPPING** – A two bucket, two mop operation using detergent and water to wet mop the floor and clean water to rinse the surface being mopped dry after rinsing.
- **MOP STRIPPING** – Similar to wet mopping but substituting a detergent specifically formulated for mop-stripping in place of ordinary detergent. The mop-strip detergent should be capable of removing floor finish as well as surface stains.
- **MACHINE SCRUB OR MACHINE STRIP** – Same as mop-stripping but utilizing a rotary floor machine to facilitate the stripping prior to rinsing
- **STRIP AND RE-FINISH** – Machine scrubbing of resilient floor finish followed by the application of light multi-layers of an approved floor finish
- **SPRAY BUFFING** – The mist application of an approved floor finish while buffing with a rotary floor machine for the purpose of restoring the luster to a previously stripped and refinished floor surface
- **DRY BUFFING** – Similar to Spray buffing but omitting the application of additional finish
- **CARPET VACUUMING** – Removing dust and debris from carpet surfaces and fibers with a tool designed to electrically create a vacuum and drive a brush affixed with beater bars to loosen embedded debris
- **CARPET SPOT CLEANING** – To remove spots from carpeting using appropriate approved chemicals and methods without damaging the carpet or permanently "fixing" the stain.
- **SANITIZING** – Cleaning with a solution containing a germination detergent, chemically formulated to kill germs and bacteria.
- **WASH** – Using a sponge, brush or Cloth along with a solution of neutral detergent and water to remove built-up stains, residue, or scum followed by a rinse of clear water wiped dry with a sponge or cloth that has been thoroughly "wrung out" so as to avoid leaving streaks or water spots
- **RINSE DRY** - To rinse with clear water and wipe dry with a sponge, mop or cloth which has been thoroughly "wrung-out" so as to avoid leaving streaks or water spots

3. Frequencies

CONFERENCE ROOMS, COMMUNITY ROOMS, COMPUTER ROOMS, MAIL ROOMS

DAILY:

- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY.
- COLLECT AND DISPOSE OF ANY REMAINING FOOD ITEMS, CUPS, NAPKINS
- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS
- DAMP WIPE TABLETOPS
- PROPERLY ARRANGE ALL TABLES AND CHAIRS
- WINDOW BLINDS NEED TO BE PUT ALL THE WAY DOWN
- SPOT WIPE PARTITION GLASS.
- DUST ALL HIGH AND LOW SURFACES WITHIN NORMAL REACH

WEEKLY:

- VACUUM EDGES AND CORNERS OF CARPETED FLOORS
- DUST AND DAMP WIPE LEDGES WITHIN NORMAL REACH
- SPOT CLEAN ALL WALLS, LIGHT SWITCHES, AND DOORS

CORRIDORS AND PUBLIC AREAS

DAILY:

- SPOT CLEAN ALL WALLS, LIGHT SWITCHES AND DOORS
- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS
- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY
- SANITIZE, CLEAN AND POLISH DRINKING FOUNTAINS AND DAMP WIPE SURROUNDING WALLS
- DUST AND SPOT WIPE ALL DOORS AND DOOR FRAMES
- USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS
- DUST MOP AND DAMP MOP HARD SURFACE FLOORS
- COMPLETELY SQUEEGEE ALL VISION GLASS

WEEKLY:

- POLISH HARD SURFACE FLOORS USING A HIGH SPEED FLOOR MACHINE ALONG WITH SPRAY BUFF DUST ALL HIGH LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH
- DUST HIGH AND LOW AREAS SUCH AS PICTURES, CLOCKS, ETC.

MONTHLY:

- SHAMPOO, STEAM OR DRY CLEAN, EXTRACT ALL CARPETED AREAS

QUARTERLY:

STRIP, RE-FINISH AND BUFF ALL HARD SURFACE FLOORS

ELEVATORS

DAILY:

- SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERMARKS, SMUDGES AND STAINS
- FULLY VACUUM ALL CARPET OR DUST MOP AND DAMP MOP HARD SURFACE FLOORS (DEPENDANT ON FLOORING) FROM WALL-TO-WALL TO INCLUDE CORNERS AND EDGES
- DETAIL VACUUM AND DAMP WIPE ELEVATOR TRACKS
- DUST ALL CAN LIGHTS USING DUST WAND IN THE PASSENGER ELEVATORS
- DAMP WIPE AND POLISH ALL METAL BRIGHTWORK WITHIN NORMAL REACH

WEEKLY:

- DETAIL CLEAN THRESHOLD PLATES REMOVING ALL VISIBLE SOIL IN THE FREIGHT AND PASSENGER ELEVATORS

LOBBIES, ELEVATOR LOBBIES/LANDINGS

DAILY:

- SPOT CLEAN ALL WALLS, LIGHT SWITCHES AND DOORS
- DUST MOP THEN DAMP MOP ALL HARD SURFACE FLOORS
- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS
- DUST ALL WALL SURFACES IN CARPETED ELEVATOR LOBBIES

WEEKLY:

- VACUUM OR BRUSH EDGES AND CORNERS OF CARPETED FLOORS IN THE CARPETED ELEVATOR LOBBIES
- HAND WASH ALL WALLS
- WIPE AND SPOT CLEAN ALL GLASS WINDOWS, DOORS AND DIRECTORIES
- DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES

ENTRANCES/VESTIBULES

DAILY:

- DUST MOP AND DAMP MOP HARD SURFACE FLOORS.
- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS
- SWEEP AND VACUUM ALL ENTRY MATS

EXTERIOR PATIOS AND WALKS

DAILY:

- REMOVE LOOSE DEBRIS, BUTTS, LEAVES.
- NOTIFY MANAGEMENT STAFF OF ANY HAZARDS
- WIPE AND SPOT CLEAN ALL STANDPIPES, COLUMNS, GLASS, ETC. TO REMOVE WATER SPLASHES AND STAINS IN STAIRWELL

GENERAL OFFICE AREAS

DAILY:

- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY
- VACUUM ALL CARPETED FLOORS
- LOWER ALL EXTERIOR WINDOW BLINDS
- SPOT WIPE PARTITION GLASS REMOVING FINGERPRINTS AND SMUDGES
- USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS

WEEKLY:

- SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERMARKS, SMUDGES, AND STAINS
- DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES

MONTHLY:

- SHAMPOO, STEAM OR DRY CLEAN, EXTRACT ALL CARPETED AREAS

QUARTERLY:

STRIP, RE-FINISH AND BUFF ALL HARD SURFACE FLOORS

HARD WALLED OFFICE AREAS

DAILY:

- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY
- SPOT WIPE PARTITION GLASS
- DUST OPEN DESKTOP SURFACES
- VACUUM ALL CARPETED FLOORS

WEEKLY:

- DAMP WIPE ALL DOORS AND DOOR FRAMES
- VACUUM EDGES AND CORNERS OF CARPETED FLOORS
- DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES

MONTHLY:

- SHAMPOO, STEAM OR DRY CLEAN, EXTRACT ALL CARPETED AREAS

SERVICE ROOMS/BREAKROOMS AND LUNCHROOMS

DAILY:

- DAMP WIPE AND SANITIZE SOILED WASTEBASKETS
- DAMP WIPE ALL TABLES AND CHAIRS
- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY
- DUST MOP AND DAMP MOP ALL HARD SURFACE FLOORS
- FILL PAPER TOWEL AND SOAP DISPENSERS
- DAMP MOP SERVICE ROOMS (ENTIRE AREA)
- CLEAN AND SANITIZE ALL SINKS AND WIPE DRY DAILY DAMP WIPE COUNTERTOPS.
- DUST ALL HIGH LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH IN THE SERVICE ROOMS
- DAMP WIPE BOTH SIDES OF ALL DOORS IN THE SERVICE ROOMS
- SPOT CLEAN EXTERIOR OF VENDING MACHINES

SPOT CLEAN ALL WALLS, LIGHTS SWITCHES, WEEKLY:

- CLEAN REFRIGERATORS AND DISPOSED OF EXPIRED OR UNDATED PERISHABLE ITEMS (TO BE DONE ON FRIDAY'S).
- CLEAN MICROWAVES AND TOASTER OVENS.
- USING A HIGH SPEED FLOOR MACHINE, SPRAY BUFF ALL HARD SURFACE FLOORS IN THE SERVICE ROOMS

JANITOR CLOSETS/STORAGE AREAS

DAILY:

EMPTY WASTEBASKETS AND REMOVE COLLECTED TRASH TO DESIGNATED AREA. REPLACE LINERS WHEN TORN OR SOILED

2x WEEKLY

- CLEAN THE FLOOR AND TIDY ALL EQUIPMENT, ORGANIZE AND REMOVE ITEMS THAT DO NOT BELONG. CLEAN MOP SINKS AND LEAVE FREE OF ALL DEBRIS

RECEPTION/LOBBY AREAS

DAILY:

- DAMP WIPE AND POLISH ALL METAL BRIGHTWORK WITHIN NORMAL REACH DAILY DAMP MOP

WEEKLY:

- POLISH HARD SURFACE FLOORS USING A HIGH SPEED FLOOR MACHINE ALONG WITH SPRAY BUFF DUST ALL HIGH LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH

RESTROOMS AND SHOWERS

DAILY:

- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS.
- CLEAN ALL FIXTURES AND SANITIZE, USING APPROVED CLEANER
- EMPTY ALL WASTE RECEPTACLES AND REMOVE TRASH TO DESIGNATED AREA
- DAMP WIPE WASTE RECEPTACLES WITH A DISINFECTANT
- CLEAN AND POLISH MIRRORS
- DUST AND /OR SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES TO INCLUDE DISPENSERS, PARTITIONS, WALLS/DOORS WITH DISINFECTANT
- CLEAN SINKS AND DAMP WIPE ALL COUNTERTOPS USING AN APPROVED DISINFECTANT
- CLEAN AND POLISH ALL METAL BRIGHTWORK
- DUST MOP AND/OR SWEEP ALL HARD SURFACE FLOOR AREAS
- DAMP MOP ALL HARD SURFACE FLOORS USING A GERMICIDAL DISINFECTANT, AND IF PRESENT SANITIZE FLOOR DRAINS
- INSPECT AND FILL ALL DISPENSERS AS NEEDED
- WASH TILE WALLS NEXT TO URINALS AND TOILETS IN THE RESTROOMS WITH A GERMICIDAL DISINFECTANT

WEEKLY:

- DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES

BI-WEEKLY:

- POUR DISINFECTANT DOWN EACH OF THE FLOOR DRAINS

MONTHLY:

- MACHINE SCRUB ALL RESTROOM FLOORS USING GERMICIDAL DISINFECTANT

STAIRWELLS

DAILY:

- VACUUM AND SPOT CLEAN ALL CARPETED FLOORS.
- SWEEP ALL HARD SURFACE FLOORS AND STAIRS
- SPOT CLEAN ALL DOORS, WALLS AND JAMBS
- DAMP MOP ALL HARD SURFACE FLOORS

MONTHLY:

- HIGH DUST ALL SURFACES NOT REACHED DURING NORMAL OPERATIONS

EXTERIOR SURFACE OF BUILDING ENTRYWAYS AND SIDEWALKS

QUARTERLY:

PRESSURE WASH TO MAINTAIN CLEAN AND REMOVE GUM, WITHOUT LEAVING STREAKS.

WINDOWS

SEMI-ANNUAL:

CLEAN ALL INTERIOR AND EXTERIOR OF WINDOWS, WHILE REMOVING WATERMARKS OR CALCIUM DEPOSITS WHERE APPLICABLE.

SITE SPECIFIC

935 UNION ST.

KITCHEN

DAILY:

- DAMP WIPE AND SANITIZE SOILED WASTEBASKETS
- DAMP WIPE ALL TABLES AND CHAIRS
- EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY
- DUST MOP AND DAMP MOP ALL HARD SURFACE FLOORS
- FILL PAPER TOWEL AND SOAP DISPENSERS
- DAMP MOP SERVICE ROOMS (ENTIRE AREA)
- CLEAN AND SANITIZE ALL SINKS AND WIPE DRY DAILY DAMP WIPE COUNTERTOPS.
- DUST ALL HIGH LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH IN THE SERVICE ROOMS
- DAMP WIPE BOTH SIDES OF ALL DOORS IN THE SERVICE ROOMS

- SPOT CLEAN EXTERIOR OF VENDING MACHINES
- SPOT CLEAN ALL WALLS, LIGHTS SWITCHES

WEEKLY:

- CLEAN ALL APPLIANCES

MONTHLY:

DEEP CLEAN THE KITCHEN TO MAKE SURE NO GRIME BUILDS UP ON FLOORS, APPLIANCES (INCLUDING THE INSIDE AND OUTSIDE OF MICROWAVE AND HOOD VENT), AND WALLS.
MACHINE SCRUB FLOORS

1801 HARRISON STREET & 1805 HARRISON STREET

WEEKLY:

- PARKING LOT IS TO BE KEPT FREE OF TRASH AND CLEANED
- PARKING LOT (LOCATED AT 1705 HARRISON ST.) IS TO BE KEPT FREE OF TRASH AND CLEANED

4 PROPOSAL SUBMISSION REQUIREMENTS

OHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the OHA will consider factors other than just cost in making the award decision). Therefore, so that the OHA 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 Authority has published herein or has issued by addendum.

The contractor(s), individuals, or team of consultants selected must be fully qualified to perform the services described above and must possess the appropriate business license. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the consultant and / or the OHA must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The Proposer's contractor must also comply with all OHA contract requirements.

4.1 Proposal Format

To provide objective criteria that can be used in determining various Proposers' abilities, please address the following items in the order presented.

Exhibits, such as resumes, proposed fees, or any other documents of a related nature developed by the Proposer should be attached. The Proposer may include any other general information that the proposer believes is appropriate to assist the Authority in its evaluation.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

A. Letter of Interest

A letter of interest on the contractor's letterhead that includes the location of the primary office. Provide a narrative that gives a brief description of the contractor, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.

Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications, and other relevant information.

The proposer entity must provide a concise description of its managerial capacity and financial viability to deliver the proposed services.

This page should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment, branch office location(s) and contact information.

B. Demonstrated Experience and Past Performance

OHA seeks contractor(s) with the following attributes:

Information describing the contractor's demonstrated experience in performing similar work and the contractor's past performance (including meeting cost, schedule and performance requirements) of contract work substantially similar to that required by this solicitation as verifiable by reference checks or other means.

Information describing the contractor's knowledge and experience in the scope of services described in this RFP;

Provide a list of three (3) or more former or current clients, including any Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein.

The listing shall, at a minimum, include: the client's name, contact name, telephone number, email address, a brief description and scope of the service(s), and the dates the services were provided.

C. Technical Capabilities

Describe the Proposer(s) technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and other relevant experience with the proposed scope of services.

D. Approach to Project

Briefly describe how the Proposer(s) intends to develop a comprehensive plan for this project, including identifying all tasks to be completed and staff assigned. Describe the contractor's demonstrated understanding of the requirement. Explain the Proposer (s) technical approach (including, if appropriate, labor categories, estimated hours and skill mix) and proposed Work Plan to provide the required services. Provide a timeline for accomplishment for all tasks.

E. Cost Form

Proposer(s) must state the proposed costs for the services described in this RFP. See attached "Exhibit A – Cost Form".

F. Required Forms

See next section 4.2 Required Forms/Certifications.

4.2 Required Forms/Certifications

The following forms must be submitted with your proposal in the following order:

A. Profile and Certification Form

The form must be completed and signed.

B. Section 3 Requirements Form and Action Plan

The Section 3 Requirements Form and Action Plan attached must be completed and signed. OHA expects the selected Proposer (s) to make a good effort to comply with the Section 3 policy. Refer to Attachment "Section 3 Requirements - Oakland Housing Authority Economic Opportunities Policy" in this RFP.

C. New Hire Section 3 Information Form

The OHA request that all newly hired employees of its contractors and subcontractors complete this form in order to comply with Section 3 reporting requirements of the Housing and Urban Development Act of 1968 and other federal requirements. Data collected will be used for statistical purposes and to measure the effectiveness of recruitment efforts.

D. Sub-Consultant Form

If applicable, please complete the Sub-consultant Form.

E. Form HUD-5369-C

Proposer(s) must complete the Certifications of Representations of Offertory, Non Construction Contract (form HUD-5369-C).

F. Cost Form

The form must be completed and signed.

G. Addendum Acknowledgement (if applicable).

5. PROCESS FOR SELECTING PROPOSER

5.1 RFP Timeline

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

February 9, 2018	RFP Issued
February 23, 2018 10:00am	Site viewing will start at 935 Union Street Oakland, CA. Questions must be submitted in writing to ccgs@oakha.org by the Question deadline. No questions will be answered during the site viewing.
February 28, 2018	Questions in writing via email, due by 10:00 a.m. PST
March 6, 2018	Responses to questions and Addendum issued and posted on OHA website if necessary.
March 15, 2018	Proposals due by 10:00 a.m. PST. To be submitted to Contract Compliance and General Services (CCGS) at 1801 Harrison Street, Oakland CA 94612. Proposals must be delivered, postmarks will not be accepted.
April 23, 2018	Target Board of Commissioners date for Contract Approval.

5.2 Site Viewing

There will be site viewing of all locations, which will start at 935 Union Street Oakland, CA.

5.3 Questions/Answers. All questions must be submitted in writing via email to ccgs@oakha.org no later than **10:00AM. PST, February 28, 2018.** All questions will be answered in writing and an addendum issued and posted on the OHA website if applicable by **March 6, 2018.** No questions will be responded to after the question and answer period has expired. (OHA Website at www.oakha.org/Select Procurement/ OHA Vendor Center).

5.4 Proposal Due Date

Responses to this solicitation will be accepted in OHA's Contract Compliance and General Services (CCGS) Office until **10:00 a.m. March 15, 2018.** Respondents must provide **one (1) original copy, clearly marked "ORIGINAL," and four (4) copies clearly marked "COPY,"** of the required submission. These must be submitted in envelopes or boxes **marked "RFP #18-002 Janitorial Services."** 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.

Oakland Housing Authority
Contract Compliance & General Services Office
1801 Harrison Street Oakland, CA 94612
Phone: (510) 587-2165
Fax: (510) 587-2124
E-mail: CCGS@oakha.org

5.5 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Proposer(s) may be required to be interviewed by a selection committee that will complete a final evaluation. The selection will be the sole responsibility of OHA. OHA reserves the right to reject any and all proposals, and shall select a service provider based on the most advantageous conditions for OHA.

5.6 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 it related to the services outlined in this RFP. Proposers must have at least 5 years of experience providing Janitorial Services, preferably for other public entities.	45
2.	<u>Technical Capabilities:</u> Technical, financial, and management capabilities and capacities as described in this RFP.	25
3.	<u>Approach to the Project:</u> Includes an understanding of the RFP and of the project's scope of service, knowledgeable of applicable laws and regulations related to the scope of services.	15
4.	<u>Proposed Cost:</u> TBD by CCGS – will determine points based on bid coefficient.	15
	Total	100

6. CONTRACT REQUIREMENTS

6.1 Proposer(s) Requirements

The Proposer(s) selected must be fully qualified to perform the services described above and must possess the appropriate business license. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Proposer(s) and / or the OHA must comply with all applicable HUD regulations specified in HUD-5370 C Section I General Conditions for Non-Construction. The contractor must also comply with all OHA contract requirements.

Prior to award, the *successful proposer* will be required to provide the proper license documents and insurance certificates. See **OHA Insurance Requirements for Consultants** under *Attachment section of the Table of Contents*.

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

6.2 Contract Award

A. Negotiations. Once proposals have been evaluated and ranked, OHA 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 Authority reserves the right to enter into discussions with the contractor whose proposal is deemed most advantageous and in the Authority's best interest for the purpose of negotiations. The Authority reserves the right to enter into negotiations with the responsible and responsive contractors within the competitive range without the need to repeat the formal solicitation process. The Authority reserves the right to develop a qualified list if deemed advantageous to the Authority.

OHA reserves the right to award without discussions.

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

C. Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

1. By completing, executing and submitting a proposal, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the OHA, including the contract clauses already attached in the 'Sample Consultant Agreement' under the Attachment section of the Table of Contents. Accordingly, the OHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

6.3 Contract Conditions:

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

1. **Contract Form:** The OHA will not execute a contract on the successful proposer's form--contracts will only be executed on the OHA form (please see **Sample Consultant Agreement**) and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the OHA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the OHA to do so; but the failure of the OHA to include such clauses does not give the successful proposer the right to refuse to execute the OHA's contract form. It is the responsibility of each prospective proposer to notify the OHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The OHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the

HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal. **Please note: OHA 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.**

2. **Assignment of Personnel:** The Housing Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Housing Authority believes that such change is in the best interest of the Housing Authority and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The successful proposer 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 Contract Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Contract Officer shall be void and may result in the cancellation of the contract with the OHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the Contract Officer.

6.4 Contract Terms

OHA intends to enter into a one year agreement with the selected contractor, with the option to extend for four (4) additional one-year periods.

ATTACHMENTS

(EXHIBITS / FORMS / DOCUMENTS)

[As Indicated in the Table of Contents]

EXHIBIT A

COST FORM

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

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

YEAR ONE

	Wage (HUD Maintenance Wage Rates)	Fringe Benefit(s) (HUD Maintenance Wage Rates)	Materials & Supplies	Other (Specify)	Subtotal (Labor, Materials & Supplies and Other)
935 Union 2 story – 19,584 sq. ft.					
1327 65th Avenue 1 story					
1619 Harrison Street 3 story – 37994 sq. ft.					
1805 Harrison Street 2 story – 14,208 sq. ft.					
1801 Harrison 2 story – 6118 sq. ft.					
1180 25th Avenue 2 story and tailor					
	YEAR ONE GRAND TOTAL (Sum of all subtotals from the six sites)				

OPTION YEAR ONE

	Wage (HUD Maintenance Wage Rates)	Fringe Benefit(s) (HUD Maintenance Wage Rates)	Materials & Supplies	Other (Specify)	Subtotal (Labor, Materials & Supplies and Other)
935 Union 2 story – 19,584 sq. ft.					
1327 65th Avenue 1 story					
1619 Harrison Street 3 story – 37994 sq. ft.					
1805 Harrison Street 2 story – 14,208 sq. ft.					
1801 Harrison 2 story – 6118 sq. ft.					
1180 25th Avenue 2 story and tailor					
	OPTION YEAR ONE TOTAL (Sum of all subtotals from the six sites)				

OPTION YEAR TWO

	Wage (HUD Maintenance Wage Rates)	Fringe Benefit(s) (HUD Maintenance Wage Rates)	Materials & Supplies	Other (Specify)	Subtotal (Labor, Materials & Supplies and Other)
935 Union 2 story – 19,584 sq. ft.					
1327 65th Avenue 1 story					
1619 Harrison Street 3 story – 37994 sq. ft.					
1805 Harrison Street 2 story – 14,208 sq. ft.					
1801 Harrison 2 story – 6118 sq. ft.					
1180 25th Avenue 2 story and tailor					
	OPTION YEAR TWO TOTAL (Sum of all subtotals from the six sites)				

OPTION YEAR THREE

	Wage (HUD Maintenance Wage Rates)	Fringe Benefit(s) (HUD Maintenance Wage Rates)	Materials & Supplies	Other (Specify)	Subtotal (Labor, Materials & Supplies and Other)
935 Union 2 story – 19,584 sq. ft.					
1327 65th Avenue 1 story					
1619 Harrison Street 3 story – 37994 sq. ft.					
1805 Harrison Street 2 story – 14,208 sq. ft.					
1801 Harrison 2 story – 6118 sq. ft.					
1180 25th Avenue 2 story and tailor					
OPTION YEAR THREE TOTAL (Sum of all subtotals from the six sites)					

OPTION YEAR FOUR

	Wage (HUD Maintenance Wage Rates)	Fringe Benefit(s) (HUD Maintenance Wage Rates)	Materials & Supplies	Other (Specify)	Subtotal (Labor, Materials & Supplies and Other)
935 Union 2 story – 19,584 sq. ft.					
1327 65th Avenue 1 story					
1619 Harrison Street 3 story – 37994 sq. ft.					
1805 Harrison Street 2 story – 14,208 sq. ft.					
1801 Harrison 2 story – 6118 sq. ft.					
1180 25th Avenue 2 story and tailor					
	OPTION YEAR FOUR TOTAL (Sum of all subtotals from the six sites)				

GRAND TOTAL

(Add totals for Year One, Option Year One, Option Year Two, Option Year Three , and Option Year Four)

\$: _____

* Grand Total will be used when calculating Evaluation Criteria points in the area of Cost.

For informational purposes only

Cost per square foot: \$: _____

Other Please Specify: _____

Contractor Name: _____

Authorized Signature: _____

Title: _____ **Date:** _____

Address: _____

Telephone: _____ **Email:** _____

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

(10) California Secretary of State Entity Number: _____

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

(12) State of _____ License Type and No.: _____

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

PROFILE AND CERTIFICATION FORM (Page 2 of 2)

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

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

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

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

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

(15) **Indemnification Certification:** The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

(16) **Section 3 and Labor Compliance:** The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))

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

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

Signature _____

Date _____

Printed Name _____

Company _____



Oakland Housing
Authority

Contractor's Summary Guide to Section 3 Compliance

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

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

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

Section 3 Requirement for All Bidders

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

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

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

Section 3 Requirements for Awardees

Baseline Reporting and Hiring Projections Form

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

Hiring Goals

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

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

Hiring Priorities

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

Resident Referral Process

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

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

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

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

Employment Development Coordinator
Family & Community Partnerships Department
Phone: 510.587.5160
Fax: 510.587.5141
Email: S3hire@oakha.org

New Hire Section 3 Information Form

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

Monthly Reports

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

Rufus Davis, Labor and Section 3 Compliance Officer
Phone: 510.587.2176
Email: rdavis@oakha.org

Record Maintenance and Documentation

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

Compliance Reviews

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

Useful Definitions

Business Concern

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

“Greatest Extent Feasible”

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

Household Income Levels

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

New Hire

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

Section 3 Business Concern

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

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

Section 3 Resident

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

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

(Income limits eff. 04/01/2017)

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

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



Section 3 Business Certification and Action Plan

Section 3 Business Certification – 1 page

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

SECTION 1

Company Name _____

Address _____

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

Project (Bid/RFP #) _____ Business Activity _____

SECTION 2

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

Select only one option.

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

Initial here to select this option _____

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

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** _____

- List of all current full time employees
- OHA residential lease (less than 3 years from date of employment)
- List of all employees claiming Section 3 status
- Other evidence of Section 3 status (less than 3 years from date of employment)

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

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

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

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date



Section 3 Action Plan (2 pages)

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

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

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

COMPANY NAME: _____

ADDRESS: _____

PROJECT (Bid/RFP#): _____ GENERAL SUBCONTRACTOR

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

___ (Check here and attach another sheet if applicable)

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

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

Signature

Printed Name

Title

Date

Section 3 Action Plan (continued)

EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

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

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

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date

SECTION 3 CLAUSE (24 CFR 135.38)

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

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

SUB-CONSULTANT FORM

(PAGE 1 OF 2)

The Authority requires all bidders to identify all sub-consultant* proposed as part of this RFP. Failure to provide all the information herewith requested may result in rejection of the RFP.

Subcontractor	Classification	Amount	Location	Ownership (check)		
				MBE	WBE	SBE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

(Attach additional page if necessary.)

MBE - Minority Business Enterprise
WBE - Woman Business Enterprise
SBE - Small Business Enterprise

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

SUB-CONSULTANT FORM

(PAGE 2 OF 2)

The Authority requires all bidders to identify all work that is **not** to be performed by a listed sub-consultant 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 _____

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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:]

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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/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:

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. 01/31/2014)

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 - Causes 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.

-
- (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 thereof 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 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 therefrom, 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.

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

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.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

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-5370C 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (i) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - ⓐ A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the

reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



U.S. Department of Housing and Urban Development
Office of Labor Relations
San Francisco Office, Region IX
One Sansome Street 12th Floor
San Francisco, CA 94104

July 22, 2016

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

RECEIVED

JUL 25 2016

EXECUTIVE OFFICE

Dear Mr. Johnson:

SUBJECT: Issuance of Current Maintenance Wage Rate Determination HUD 52158

Thank you for providing the recommended wage rate and fringe benefit data for your Authority's routine maintenance personnel. In pursuant to Section 12 of the U.S. Housing Act, as amended, enclosed is your approved HUD 52158 for the Annual Routine Maintenance Wage Rate Determination. The HUD 52158 document coincides with your fiscal year beginning July 1, 2016 and will expire on June 30, 2017.

In the interim, HUD 52158 is issued based on Local 1021, SEIU, who represents the Authority's semi-skilled maintenance position and the Alameda County Building & Construction Trade Council (BTC) who represents the skilled craft maintenance positions as the most current Memorandum of Understanding that expired on June 30, 2016. Therefore, once negotiations are completed, and the Unions and the Authority's Board of Commissioners have ratified the agreement, your Authority will provide an updated union agreement, job descriptions, and an amended HUD 52158 for fiscal year 2016-2017.

The interim minimum wage rates reflected on the form HUD 52158, Maintenance Wage Rate Determination must be paid to all maintenance employees, as well as part-time and temporary employees. Any decision to pay rates in excess of these minimums approved by HUD is at your discretion. However, a payment above the prevailing wages is not justification for increasing operating subsidies.

If you have questions, please contact me at (415) 489-6519 or by email at irenis.green@hud.gov.

Sincerely,

Irenis Green
Contractor Industrial Relations Specialist

Enclosure

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
---------------------------------------	---	-------------------------------------

Agency Name: Oakland Housing Authority 1619 Harrison Street Oakland, CA 94612	LR 2000 Agency ID No: CA018A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
Effective Date: July 1, 2016		Expiration Date: June 30, 2017

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.



7/22/2016
 Date

HUD Labor Relations
(Name, Title, Signature)

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Building & Grounds Worker I	16.83	15.16
Building & Grounds Worker II	22.99	16.44
Landscape Worker	24.22	16.70
Crew Chief	23.59	16.57
Equipment Mechanic	27.45	17.37
Maintenance Mechanic	25.32	16.93
Resident Custodian	19.86	15.79
Carpenter	\$31.89	18.30
Lead Carpenter	\$34.43	18.83
Electrician	\$32.58	18.44
Floorlayer	\$31.47	18.21
Glazier	\$31.47	18.21
Painter	\$31.71	18.26
Plumber	\$33.66	18.67
<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.		
<small>(HUD Labor Relations: If applicable, check box and initial below.)</small>		
_____ LR Staff Initial		

*Currently at the table with our semi-skilled maintenance union for a re-opener on health and welfare for the last year of the contract (eff. July 1, 2015). If necessary, we will provide an amended HUD 52158 for fiscal year 2015-2016 once negotiations are complete and the agreements have been ratified by all parties.

FOR HUD USE ONLY
LR2000:
 Log in:
 Log out:

OAKLAND HOUSING AUTHORITY

SERVICES CONTRACT

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

RECITALS

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

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

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

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

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

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

1. SCOPE OF SERVICES

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

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

2. TIME OF PERFORMANCE

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

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

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

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

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

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

[For Option Years use below]

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

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

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

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

3. COMPENSATION AND METHOD OF PAYMENT

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

A. Compensation.

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

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

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

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

D. Billings. Billings are to be directed to:

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

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

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

6. STANDARD OF PERFORMANCE

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

7. HUD REQUIREMENTS

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

8. INDEMNIFICATION

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

9. INDEPENDENT CONTRACTOR

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Verification of Coverage. Contractor must furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsement may be on forms provided by the Authority. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

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

11. RECORDS, REPORTS AND AUDITS

A. Records

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

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

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

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

12. CONFLICTS

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

13. CONFIDENTIALITY/PROPERTY OF AUTHORITY

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

14. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

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

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

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

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

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

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

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

16. TERMINATION

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

17. MISCELLANEOUS PROVISIONS

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

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

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

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

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

B. Time of Performance

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

[CONTRACTOR]

By: _____
[SIGNATORY]
[TITLE]
Federal Tax Identification No. _____

OAKLAND HOUSING AUTHORITY, a public body
Corporate and politic

By: _____
Eric Johnson
Executive Director

SAMPLE

EXHIBIT A
Scope of Services

SAMPLE

EXHIBIT B
Payment Schedule

SAMPLE

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

SAMPLE

Oakland Housing Authority

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

Consultant/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 Consultant/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 consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Fidelity Bond appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.

Minimum Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:

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

Oakland Housing Authority

4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/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 is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor.
2. For any claims related to this project, the Consultant's/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 Consultant's/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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and

Oakland Housing Authority

endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Oakland Housing Authority

CONTRACTING & PURCHASING PROCEDURES

VENDOR PROTESTS AND CLAIMS PROCEDURES

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

SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES

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

Definitions:

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

Contracting

Officer: The Executive Director of OHA 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.

Oakland Housing Authority

CONTRACTING & PURCHASING PROCEDURES

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."

Oakland Housing Authority

CONTRACTING & PURCHASING PROCEDURES

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

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

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

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

Oakland Housing Authority

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: _____