



**Berkeley Housing Authority**

1936 University Ave, Suite 150., Berkeley, CA 94704  
Telephone: (510) 981 5470 Fax: (510) 981 5480

**REQUEST FOR PROPOSALS (RFP) 14-01**

**INITIAL INSPECTION SERVICES FOR SECTION 8 (HQS)**

May 8, 2014

Dear Proposer:

The Berkeley Housing Authority (BHA) is soliciting written proposals from highly qualified individuals or firms to provide Housing Quality Standards (HQS) inspection services for new contracts (RTA inspections). We intend to contract for two years, with two one-year renewal options.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 12:00 noon, Thursday, May 22, 2014.** All responses must be in a sealed envelope and have "HQS INSPECTION SERVICES" and **Specification No. BHA 14-01** clearly marked on the **outermost mailing envelope**. Please submit one original and two copies of the proposal as follows:

**Mail or Hand Deliver To:**

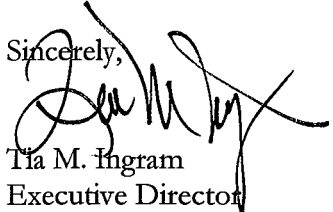
Rachel Gonzales-Levine  
Berkeley Housing Authority  
1936 University Ave., Suite 150  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. An incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate BHA to award a contract, nor is BHA liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. BHA retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Rachel Gonzales-Levine, Management Analyst, via email at [RGonzales-Levine@ci.berkeley.ca.us](mailto:RGonzales-Levine@ci.berkeley.ca.us) no later than **Thursday, May 15, 2014 at 12:00 noon.**

We look forward to receiving and reviewing your response.

Sincerely,

  
Tia M. Ingram  
Executive Director

## **I. INTRODUCTION**

Berkeley Housing Authority (BHA) was established as a separate and legal, public non-profit entity on July 1, 2007. It is primarily funded by the Federal Government and is subject to the rules and guidelines of the United States Department of Housing and Urban Development (HUD). The Authority's purpose is to provide decent, safe, and sanitary housing for low-income families and individuals in the City of Berkeley, California.

The Berkeley Housing Authority is identified under HUD Annual Contributions Contract as Project No. CA058. Its programs include:

- **Section 8 Housing Choice Voucher (HCV)**

Under Section 8 Housing Choice Voucher program, the Authority provides assistance to low income families in renting privately owned dwelling units in decent, safe, and sanitary condition. There are 1,935 units/families certified under the HCV program. Subsets of this program are units with assigned Section 8 Project Based vouchers and Tenant Protection Vouchers.

- **Section 8 Moderate Rehab (Mod Rehab) Single Room Occupancy**

Under Section 8 Moderate Rehabilitation program, the Authority provides assistance to low income individuals in renting privately owned Single Room Occupancy (SRO) housing units rehabilitated through HUD funds. There are 98 SRO units in the Mod Rehab program.

BHA is requesting proposals from qualified and experienced firms who have a demonstrated track record in successfully performing residential property inspections in accordance with Federal Housing Quality Standards (HQS), and in particular, pre-contract inspections.

BHA (a) proposed a contract term of two-years with two one year renewal options; (b) contemplates the award of a professional services contract or contracts in the form of Attachment H through this solicitation process; and (c) anticipated a start date for services of July 1, 2014.

Any questions regarding the Request for Proposal should be in writing and directed to:

Rachel Gonzales-Levine, Management Analyst  
Berkeley Housing Authority  
1936 University Ave., Suite 150  
Berkeley, CA 94704  
Email: [rgonzales-levine@ci.berkeley.ca.us](mailto:rgonzales-levine@ci.berkeley.ca.us)

## **II. SCOPE OF SERVICES**

BHA is seeking proposals from one or more highly qualified and insured firms, to provide pre-contract inspections for the BHA Section 8 HCV (1,935) and Mod Rehab (98) programs using Federal Housing Quality Standards (HQS).

The selected individual(s)/firm(s) shall furnish sufficient organizational, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with inspecting units and documenting conditions via a written report, and representative photos.

Contractor's Inspectors conducting annual inspections shall be available to answer questions about the specific inspection findings and cures from owners, families, and BHA staff.

### **Initial (“Request for Tenancy Approval – RFTA”) Inspections**

The intent of the initial inspection is to (1) comply with HUD requirements for a pre-contract inspection, and (2) provide BHA sufficient information on the quality and condition of the unit to aid in making a meaningful determination of rent reasonableness.

Initial inspections shall be provided using HUD’s Housing Quality Standards, with minor revisions required and provided by BHA. Contractor shall schedule and perform the inspection of the prospective contract unit within five (5) working days of receipt of the Request for Tenancy Approval (RFTA). Appointments shall be scheduled within blocks of no more than 2 hours. Inspectors shall arrive within ten (10) minutes of the schedule appointment time, and shall not be obligated to remain waiting more than fifteen (15) minutes if the owner or his/her agent is not present. Attendance by the prospective tenant is not required. Extraordinary circumstances may complicate adherence to the time window. Contractor shall endeavor to make telephone contact with owner and client whenever an inspection cannot take place within the scheduled window.

Contractor shall conduct each inspection and record results on HUD form 52580 (not on handheld device); and note all fail items on a hard copy form, which are to be provided to the owner at the conclusion of the inspection, so owner is aware of what items must be fixed prior to reinspection.

The 52580 shall be the official file record, and will include a finding of Pass or Fail; notes to describe the overall quality of the unit and its amenities (for purposes of evaluating rent reasonableness); note the condition of all common areas (including on-site storage including vehicles, boats, etc.); and document if the subject unit is single or group metered for gas, electricity or water. Inspector shall provide up to three (3) digital pictures of the property, that best reflect the property under consideration, including at least one of the front/exterior.

### **Re-Inspections**

Contractor shall schedule, notify, perform and document the second and any subsequent required reinspections for units which do not pass HQS after the first inspection. Reinspections on Section 8 units shall be provided using HUD’s Housing Quality Standards, with local additions required and provided by BHA. These inspections must be conducted within 3 calendar days from the original inspection date unless a written extension is granted by BHA.

### **Special Inspections**

Contractor, at the request of BHA staff, program participants and owners, shall conduct “Special Inspections” (full HQS inspection), paying close attention to specific issues or concerns identified by requestor of such special inspection. These shall be scheduled 3-5 working days from date of request. Items of egregious danger/fail, or neglect should be photographed and shared with appropriate staff.

### **III. Fee Proposal**

The cost for services will be submitted on a per inspection basis. BHA estimates an average of 275 initial inspection each year during the first year (two new projects leasing up), and 200 initial inspections annually thereafter.

A cost should be provided for each of the two years in the initial contract term, and additional costs for two additional option years.

### **IV. QUALIFICATIONS**

The following are the minimum **Inspector Qualifications** required:

1. For HQS

- a. All HQS inspectors are required to have Housing Quality Standards Certifications
  - b. Valid CA Drivers' License
  - c. Use of an automobile during work hours
2. All Inspectors
- a. The ability to work with BHA staff
  - b. Ability to communicate professionally and courteously with landlords and assisted households
  - c. An identification badge must be worn at all times on premises and visible before entering a dwelling unit.

## **V. INFORMATION REQUIRED**

Proposer must submit all of the required forms and information identified in the Attachment A checklist and as detailed in Attachments B through G.

In addition, the proposing firm should also submit a list of no less than three (3) referenced agencies where inspections have been performed. Include Housing Authorities where inspections were performed as per Federal Housing Quality Standards. Reference information should include:

1. Name of PHA
2. Contact person
3. Phone number (email optional)
4. HQS Inspections
  - a. Number of units
  - b. Dates/Years of inspection

## **VI. ACCEPTANCE OF PROPOSALS**

BHA reserves the right to accept or reject any or all proposals, to take exception to these RFP requirements or to waive any informality and to exclude any proposals for further consideration for failure to fully comply with the requirements of this RFP.

## **VII. PREPARATION COSTS**

All costs incurred in the preparation and presentation of a Proposal shall be completely absorbed by the respondent. All supporting documentation submitted with Proposals will become the property of the BHA. Any material submitted that is to be considered confidential should be clearly marked as such.

## **VIII. SELECTION CRITERIA**

Proposals will be reviewed and ranked using the following selection criteria:

- Cost
- References
- Understanding of HQS protocols and requirements
- Incentives/programs that contractor will use to help contain and/or reduce annual costs to BHA
- Capability to meet required inspection schedule.

**IX. ASSIGNED PERSONNEL**

The Berkeley Housing Authority reserves the right to request a change in the firm representative responsible for performing work if at the BHA's discretion, the assigned representative is not adequately meeting the needs of the BHA.

**X. CONTRACT TERMINATION**

The Berkeley Housing Authority reserves the right to terminate the contract for services if in the judgment of the Authority, the firm is not performing services satisfactorily under the terms agreed upon.

**XI. METHOD OF AWARD**

Award will be made to the best Proposer based on cost, quality of the services offered, previous experience, and the quality of references.

## ATTACHMENT A

### CHECKLIST

- Proposal describing service (one (1) original and two (2) copies)
- Three Client References – Name, Housing Authority, phone, email
- Costs proposal – Year 1 (July 1, 2014 – June 30, 2015) and Year 2 (July 1, 2015 – June 30, 2016), with an Option for Year 3 (July 1, 2016 – June 30, 2017) and Year 4 (July 1, 2017 – June 30, 2018)
- The following forms, completed and **signed in blue ink** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Certifications and Representations of Offerors (HUD 5369) Attachment C

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER BOARD APPROVAL TO AWARD CONTRACT.**

- Provide Evidence of Insurance **original-signed in blue ink**
  - Auto
  - Liability
  - Worker's Compensation
- Right to Audit Form Attachment D
- Commercial General & Automobile Liability Endorsement Form Attachment E
- W-9 Attachment F
- Berkeley Business License (application attached) Attachment G

**ATTACHMENT B NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS**

To assist the Berkeley Housing Authority in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the BHA Executive Director.

Organization: \_\_\_\_\_ Address: \_\_\_\_\_ Business License#: \_\_\_\_\_

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White		Black		Asian		Hispanic		Other	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (Specify)												
<b>TOTALS:</b>												

Is your business MBE/WBE/DBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identification \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



Berkeley Housing Authority

1936 University Ave., Suite 150, Berkeley, CA 94704 • Tel: (510) 981-5470 • Relay: Dial 711 then (510) 981-5485  
Fax: (510) 981-5480 • bha@ci.berkeley.ca.us • www.cityofberkeley.info/BHA

Attachment B

## A. Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Attachment B (page 2)



# 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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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

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

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



Berkeley Housing Authority

1936 University Ave., Suite 150, Berkeley, CA 94704 • Tel: (510) 981-5470 • Relay: Dial 711 then (510) 981-5485  
Fax: (510) 981-5480 • bha@ci.berkeley.ca.us • www.cityofberkeley.info/BHA

**ATTACHMENT D**

**BERKELEY HOUSING AUTHORITY**

**B. Right to Audit Form**

The contractor agrees that the BHA may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the BHA with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the BHA. BHA agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

Contract Description/Specification No:

Please direct questions regarding this form to the BHA Controller at (510) 981-5488.

**ATTACHMENT E**

**BERKELEY HOUSING AUTHORITY  
Commercial General and Automobile Liability Endorsement**

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expir. Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is \_\_\_\_\_.
2. BERKELEY HOUSING AUTHORITY ("BHA") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:  
\_\_\_\_\_.

The insurance provided applies as though separate policies are in effect for both the named insured and BHA, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Berkeley Housing Authority, 1901 Fairview Street, Berkeley, CA 94703.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for BHA.

The term "BHA" includes successors and assigns of BHA and the officers, employees, agents and volunteers.

\_\_\_\_\_  
Insurance Company

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

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

Signature of Underwriter's  
Authorized Representative

Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and ap. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

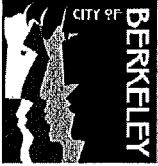
For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Date this business became active under your ownership: \_\_\_\_\_

Check here if this business was already active and you are a new owner

Check here if you have an ownership interest in another business in Berkeley

Name/s of other business/es in which you have an ownership interest: \_\_\_\_\_

Rev May 2007

**NEW BUSINESS LICENSE APPLICATION FORM**

*Please read all instructions on the other side before completing this application and TYPE or PRINT CLEARLY.*

Business Type \_\_\_\_\_  
 Address in Berkeley \_\_\_\_\_  
 Business Name (DBA) \_\_\_\_\_  
 Owner Name: FIRST \_\_\_\_\_ LAST \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State & Zip \_\_\_\_\_

<i>For Finance Use Only</i>	
BL # _____	
NAICS Code _____	
Tax Code _____	
Loc Verified: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dt started in Berk _____	

Planning \_\_\_\_\_  
 Health \_\_\_\_\_  
 Fire \_\_\_\_\_  
 Police \_\_\_\_\_  
 Building \_\_\_\_\_  
 Toxics \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING INFORMATION**

1. Business Phone _____	8. # of Employees _____
2. Emergency Phone _____	9. # of Business Vehicles _____
3. Fed ID or Soc Sec # _____	10. Female Owned: <input type="checkbox"/> Yes <input type="checkbox"/> No
4. <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Owner	11. Minority Owned: <input type="checkbox"/> Yes <input type="checkbox"/> No
5. State Seller's Permit/Resale # _____	12. Date Fiscal Year Ends _____
6. Contractors Lic #/Exp Dt _____	13. Email Address _____
7. Do you sell tobacco products? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**COMPUTING THE PAYMENT AMOUNT FOR YOUR NEW BUSINESS LICENSE**

14. New Business License Tax: <b>\$51 for most businesses; \$77 for rental property (See note)</b>	\$ _____
15. New Business License Registration Fee	\$ <b>25.00</b>
<b>16. TOTAL AMOUNT DUE FOR NEW BUSINESS LICENSE</b>	<b>PLEASE REMIT \$ _____</b>

**NOTE:** Some businesses require different fees for a new license. Please contact Customer Service for more information. MAKE CHECKS PAYABLE TO: **City of Berkeley** and mail or deliver to Finance – Customer Service, 1947 Center Street, Berkeley, CA 94704.

**Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated, in compliance with the provisions of the Berkeley Business License Ordinance.**

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

*See the other side for important information and instructions before completing this application.*

Bus. Lic. # \_\_\_\_\_  
 Amount Paid \$ \_\_\_\_\_