



Meeting Date: 6/16/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent ■
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Deborah Jones

Agenda Item No. I-4

Reviewed By: City Manager [Signature]

[Signature] Holmberg  
City Attorney

Finance [Signature]

Other (Specify)

**DATE:** June 4, 2009

**TO:** Housing Authority Board of Commissioners

**FROM:** William E. Wilkins, Executive Director  
Housing Authority

**SUBJECT:** Authorization to Award Contract for the Purchase, Delivery and Installation of New Stoves and Refrigerators in Low Rent Public Housing Units

**RECOMMENDATION**

That the Oxnard Housing Authority Board of Commissioners authorize the Housing Director to enter into a firm-fixed price contract in the amount of \$405,209.70 with Sears Contract Sales for the purchase, delivery and installation of 426 refrigerators and 438 gas stoves in public housing residential units.

**DISCUSSION**

On April 30, 2009, the Housing Authority of the City of Oxnard Capital Fund Program issued an Invitation for Bid, (IFB), for the purchase, delivery and installation of new refrigerators and stoves for housing units located at Pleasant Valley Village (CAL 31-4), the Scattered Sites (CAL 31-7) and the Courts (CAL 31-1).

Three bids were received and evaluated as to the responsibility and responsiveness of the bid submitted. The bid submitted by Sears Contract Sales was considered to be the most responsive and advantageous to the Authority.

**FINANCIAL IMPACT**

Project funds will come from two sources: the Capital Fund Recovery Grant and the Public Housing Operating Fund. The fee of \$157,000.00 for the 200 appliances designated for both

Pleasant Valley Village (CAL 31-4) and the Scattered Sites (CAL 31-7) will be funded by the Capital Fund Recovery Grant (authorized by the American Recovery and Reinvestment Act of 2009); while \$181,550.00 for the remaining 238 appliances designated for the Courts (CAL 31-1) will be funded through the Public Housing Operating Fund.

(DJ/dj)

Attachment #1 - Agreement Number A-7190

AGREEMENT FOR TRADE SERVICES

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 22<sup>nd</sup> day of June, 2009, by and between the Oxnard Housing Authority ("Authority") and Sears Contract Sales ("Vendor"), subject to the following terms and conditions:

1. This contract is a firm-fixed price contract as defined by 24 CFR 85.36(d)(1) and the Department of Housing and Urban Development (HUD) Handbook 7460.8., rev. 2.

2. Vendor shall provide to Authority services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Vendor shall provide such services according to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

4. This Agreement shall begin on June 22, 2009, and shall end on December 22, 2009. Authority may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination.

5. Vendor may not provide services under this Agreement until Authority has provided vendor with a written Notice to Proceed. Such notice shall specify the date services are to commence. No payments will be made to Vendor for services provided prior to the effective date of the Notice to Proceed.

6. Authority shall pay Vendor for the services, at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

7.a. Vendor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agency of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or Vendor's agents, employees, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.

8. Insurance

a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Insurance Attachment INS-9, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Administrative Services Manager, unless the Administrative Services Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Administrative Services Manager evidence of insurance coverage as specified in Insurance Attachment INS-9. Evidence of insurance coverage shall be forwarded to the Administrative Services Manager, addressed as specified in Insurance Attachment INS-9.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

9. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of Authority.

10. Vendor shall not, without the written consent of Authority's Contracting Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations, including laws requiring the payment of prevailing wages. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City of Oxnard business license.

12. Services provided under this agreement are paid totally or in part by funding provided by the Department of Housing and Urban Development (HUD) and as such are subject to certain requirements of HUD as more particularly set forth in Exhibit D attached hereto and incorporated by this reference in full herein.

13. This Agreement may be amended only by a written document signed by both Authority and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to:

Curt A. Thrasher, 274 Palomares Avenue, Ventura, CA 93003. Any notices to Authority may be delivered personally or by mail addressed to: Rick Shear, Asset Manager, 435 South D Street, Oxnard, CA 93030.

15. This Agreement constitutes the entire agreement of Authority and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

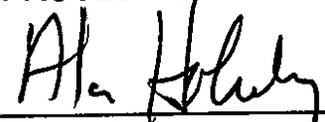
HOUSING AUTHORITY  
OF CITY OF OXNARD

SEARS CONTRACT SALES /  
SEARS COMMERCIAL

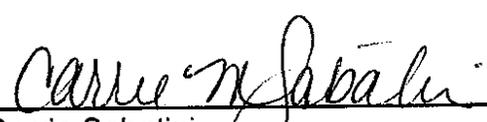
\_\_\_\_\_  
William E. Wilkins  
Contracting Officer

  
\_\_\_\_\_  
Norm Mayers  
District Manager, Sears Commercial

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg  
Authority General Counsel

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Carrie Sabatini,  
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

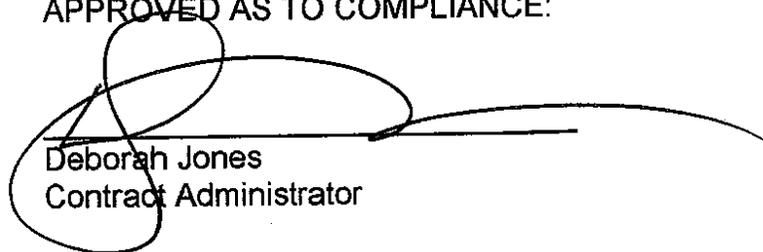
  
\_\_\_\_\_  
Deborah Jones  
Contract Administrator

EXHIBIT A  
SCOPE OF WORK

The Vendor shall supply all labor and materials necessary for the delivery and installation of Energy Star® refrigerators and gas free-standing ranges in Oxnard Housing Authority housing units. All equipment shall be produced by a manufacturer of established reputation supplying the specified equipment. **The Vendor shall remove old appliances at the time of installation of new appliances and dispose of them off-site in accordance with de-commission requirements as outlined in the Certificate of De-manufacturing (Attachment 1).**

**MATERIAL**

This project is subject to "The Buy American Act of 2009" that requires that "the contractor deliver only domestic end products, i.e., commercially available off-the-shelf items and their components that are mined, produced, or manufactured in the United States. To be eligible, a component is considered to have been mined, produced or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States.

**DELIVERY:**

The Vendor and the Authority will work together in the development of a delivery schedule that is mutually agreeable to both parties. There is a total of 8 locations for delivery of the new appliances. The Authority will provide vendor with delivery addresses upon award. The Vendor will have six (6) months from receipt of the Notice to Proceed to install all new stoves and refrigerators (all old appliances will be removed by vendor at the time of installation and decommissioned off-site).

The Vendor shall install a minimum of ten (10) appliances per day (dependent upon number of appliances vendor can procure at any given time).

The Vendor shall provide the Authority with adequate notice of delivery so that a minimum of 48 hour notice be given to residents receiving replacement appliances in order for them to prepare for the change out.

**PAYMENT:**

Vendor will submit requests for payment, (at the unit price of \$345.00 per stove and \$440.00 per refrigerator), to the Housing Authority based on the number of stoves and refrigerators shipped from the manufacturer(s). Payments on submitted invoices will be made every thirty (30) days until all stoves and refrigerators are received and installed. Each invoice shall be numbered chronologically; the last invoice shall be marked "FINAL".

## **QUALITY ASSURANCE:**

Installation: Provide a qualified representative at the site to supervise work related to equipment installation, check-out and start-up.

Training: Provide technical representative to train Owner's maintenance staff in operation and maintenance of equipment at no cost to the Authority; training sessions will take place mid-point during the appliance installations. Training should consist of at least 2 to 4 hours of basic technical training so that minor adjustments to appliances may be performed without voiding any warranties.

## **WARRANTY:**

All appliances will be backed by manufacturer warranty for one full year after installation against defects in materials, function and workmanship.

Warranty shall include materials and labor necessary to correct defects.

Defects shall include , but not be limited to noisy, rough, or substandard operation; loose, damaged, and missing parts; and abnormal deterioration of finish.

## **STOVES**

Vendor to provide gas stoves with these salient characteristics:

- 30-Inch Energy Star® Standard Clean Sealed Gas Range
- Color: White
- 4.2 cu. ft. standard-clean oven
- Sealed burners with porcelain drip pans
- One 12,000 BTU power burner
- Two 9,000 BTU all-purpose burners
- One 5,000 BTU simmer burner
- Electronic controls with clock and timer
- Porcelain coated, cast-iron square grates
- 2 adjustable oven racks
- Oven light
- Removable glass door with extra large window
- Broiler pan
- Broil & Serve drawer
- Gas connector – Stainless Steel, 60" length, 1/2 I.D.
- Warranty – entire appliance, parts and labor

**REFRIGERATORS**

Vendor to provide refrigerators with these salient characteristics:

- 18 cu. ft. Energy Star® freezer top refrigerator; no-icemaker
- 29 5/6" W x 66 1/8"H x 31 7/8" D
- Right Hinge, color: white
- 3 glass shelves, (2 adjustable, spill-proof, slide-out)
- 2 humidity-controlled fruit/vegetable crispers
- 5 door storage shelves (4 gallon, 1 fixed)
- 1 interior freezer adjustable full-width wire shelf
- 2 freezer door bins
- Dial up-front temperature controls
- Drawer/bin color: clear
- Reach-thru door handles
- Textured steel doors and cabinet
- Warranty – entire appliance, parts and labor

**LOCATIONS AND NUMBER OF APPLIANCES**

LOCATION	STOVES	REFRIGERATORS
THE COURTS (CAL 31-1)	238	226
PLEASANT VALLEY VILLAGE (CAL 31-4)	100	100
640-666 CUESTA del MAR (CAL 31-71)	12	12
1341-1387 ALTHEA COURT (CAL 31-72)	20	20
2940-3020 CONCORD DRIVE (CAL 31-73)	20	20
230-257 FASHION PARK PLACE (CAL 31-74)	24	24
1330-1356 FREMONT WAY (CAL 31-75)	12	12
215-237 HILL STREET (CAL 31-76)	12	12
<b>GRAND TOTALS</b>	<b>438</b>	<b>426</b>



EXHIBIT B  
SCHEDULE OF PERFORMANCE

1. The vendor shall complete the installation within six (6) months after receipt of the Notice To Proceed.

**EXHIBIT C  
SCHEDULE OF PAYMENTS**

The Vendor shall provide 438 stoves at the unit price of \$345.00 each and 426 refrigerators at the unit price of \$440.00 each.

The total contract price of \$405,209.70 is subject to Partial Payments - Vendor will submit requests for payment to the Housing Authority based on the number of stoves and refrigerators shipped from the manufacturer(s). Payments on submitted invoices will be made every thirty (30) days until all stoves and refrigerators are received and installed.