



Introduction: Oakland Affordable Housing Preservation Initiatives (OAHPI) was established as a California non-profit public benefit corporation in February 2009. The purpose of OAHPI is to:

- Acquire, develop, lease, finance, rehabilitate, own and operate decent, safe and sanitary housing affordable to persons and households of low income, where no adequate housing exists for such groups;
- Lessen the burdens of government by acquiring leasehold or fee interests in housing for low income persons and households that were previously owned by the Housing Authority of the City of Oakland (OHA) as Low Income Public Housing and continue to operate it as housing for low income households;
- Promote social welfare through activities related to the development of housing for low income persons and households; and
- Implement such other activities as the Board of Directors determines will benefit and support OAHPI.

OAHPI has a portfolio of approximately 1,600 Section 8 units on 250 sites in Oakland.

OAHPI serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the non-profit.

Oakland Affordable Housing Preservation Initiative (OAHPI) is soliciting proposals from qualified attorney(s) and/or law firms ("Attorney") to provide legal services in the area of unlawful detainers and other related landlord - tenant issues.

RFP Representative:	Jamie Walters, jwalters@oakha.org
RFP Issued:	February 27, 2023
Questions Due:	March 13, 2023 at 10:00 AM Monday
Submission Deadline:	April 3, 2023 at 10:00 AM Monday

Proposals must be submitted online via Economic Engine with the Bid Form contained in Attachment B through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=50863

Proposers MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time

to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal. If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

I. STATEMENT OF WORK

A. Project Scope

It is the intent of this RFP to establish a term contract, with an attorney or multiple attorneys for the Oakland Affordable Housing Preservation Initiatives (OAHPI) for providing comprehensive as needed legal services related to landlord-tenant issues. OAHPI owns and manages multiple housing units in a variety of configurations, throughout the City of Oakland.

The OAHPI is looking for the most responsive and responsible attorney that will be committed to provide the best level of service in maintaining legal services. Through a competitive qualification and bid based procurement process, the Oakland Affordable Housing Preservation Initiatives intends to enter into an agreement with a qualified attorney for legal services.

All work is to be performed according to industry standards, and to the requirements and satisfaction of OAHPI. The Contractor will perform legal Services for buildings owned and/or managed by OAHPI located throughout the City of Oakland as requested by the OAHPI Property Manager or their designee. The OAHPI offers no guarantee of any amount of work to be performed under the Contract.

The repeated failure of any Contractor to not provide service when contacted shall result in that Contractor's contract being canceled for nonperformance. The OAHPI shall document failure to respond, and the Contractor may not be permitted to participate in future contracts for these services.

Proposals will be accepted and awarded to the most responsive and responsible bidders. Successful Contractor(s) awarded a contract for service will be required to provide their services to all locations within the City of Oakland. It is the intent of the OAHPI to award multiple contracts to qualified vendors.

II. CONTRACT BID INFORMATION and PRICING

A. Proposer Instructions

The Proposed Cost must be recorded on the provided Cost Form in attachment B. OAHPI will only consider responses received by the deadline in the required submission method.

B. Contract Term

OAHPI intends to enter into a Contract with qualified Attorneys for the provision of these services which will be two (2) years, with the option to renew for three additional one-year periods.

III. GENERAL INFORMATION

A. Proposal Submission Requirements

To properly evaluate each offer received by OAHPI, all proposals submitted in response to this RFP must be formatted in accordance with the "Proposal Format" described in the section below. None of the proposed services may conflict with any requirement OAHPI has published herein or has issued by addendum.

OAHPI shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFP; negotiations with OAHPI on any matter related to the response; and costs associated with interviews, meetings, travel or presentations. Additionally, OAHPI shall not be liable for expenses incurred as a result of OAHPI's rejection of any response.

The Respondent(s) selected must be fully qualified to perform the services described above, must possess the appropriate license, and must comply with all contract requirements.

The Attorney must have five years, post-bar experience representing multifamily property owners in evictions and unlawful detainer proceedings, and other landlord-tenant legal disputes. This experience must include cases in the City of Oakland which have required compliance with the Just Cause Ordinance (Measure EE).

The Attorney providing legal services must be licensed to practice law in the State of California and be a member in good standing (no records of discipline and administrative actions) with California State Bar for a minimum of five years.

Pursuant to the State Bar Act, California Business and Professions Code Section 6000 et seq. and the California State Bar Rules of Professional Conduct, the Attorney must disclose any conflicts of interest which would prevent it from representing the Authority, or which might prevent it from representing the Oakland Housing Authority without the Authority's informed written consent.

The Attorney must have the technical infrastructure to communicate with the Authority, including internet capabilities and Microsoft applications.

B. Subcontractors

Should the Attorney require the services of subcontractors, the Attorney shall identify whether or not it intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another company. All proposed subcontractors must be identified in the proposal. The Authority must be informed and approve of any substitution of subcontractors. The Authority reserves the right to audit the financial records of the contractor and its subcontractors.

C. Response Format

To provide objective criteria that can be used in determining various Respondents abilities, please address the following items in the same order as presented below. Submissions must clearly address all of the requirements outlined in this Section.

A company qualification brochure may be added as an attachment at the end of the Proposal. The Respondent may include any other general information that the Respondent believes is appropriate to assist OAHPI in its evaluation.

1. Cover Letter- Include the project name and RFP number, date, identity of the lead person submitting the response and all contact information for the primary contact person during this RFP process.

2. Experience- Complete the "Client References Form" (Attachment C) which requests the listing of three professional references for work performed within the past 24 months and to provide the following information:

- Dollar amount of contract
- Description of the scope of work
- Term of contract (beginning and end dates)
- Contact name and information (title, address, telephone, email and fax #)
- Identity of staff assigned

Please provide a letter of reference from each listed client which would substantiate the information requested. If a letter of reference is not submitted with the proposal, the Authority will contact the reference and ask that it confirms the type of work performed and comment on the timeliness and quality of services provided.

The Authority regards the lead attorney as of particular importance, and reserves the right to cancel any resulting contract or arrangement with the selected firm if the lead attorney assigned to the Authority should change in the future.

Provide a description of your firm's experience in landlord-tenant law and unlawful detainer proceedings. If applicable, include a description of your firm's experience in the following areas:

- a) Representing multifamily property owners while complying with City of Oakland's Just Cause Ordinance (Measure EE).
- b) Working on cases with tenants represented by tenant advocacy organizations.
- c) Working on cases with tenants in government-subsidized housing programs.
- d) Working on cases against involving housing-related claims under the Violence Against Women Act (VAWA).
- e) Working on reasonable accommodation cases under the American Disabilities Act (ADA).

Identify the legal services your firm plans to outsource any time during the unlawful detainer proceeding. Please identify the subcontractors your firm plans to use in this narrative and list their rates for services.

Provide five (5) or more former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein in the enclosed form, Exhibit B, *Current Client References*.

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.

D. Quality of Service

Describe the approach your firm would use to provide quality service to the Authority; include examples of meeting the expectations of current and past clients. Provide an average turnaround time (in business days) for each of the tasks listed in the table below for a typical case:

	Number of Business Days
1. Review and prepare initial pleadings	
2. Discovery	
3. Default/Trial	
4. Settlement Agreement, Judgment and Writ	

Provide a sample of a pleading produced by your firm.

E. Proposed Cost

Proposer(s) must state the proposed costs for the services described in this RFP. See attached "Attachment B -Proposed Cost Form".

State the proposed compensation structure for the services described above, including hourly rates, administrative fees, chargeable expenses and services, and method and frequency of billing. Note: A principal or partner level person is expected as the lead attorney. You may refer to Attachment B, the "Proposed Cost Form", to view how these costs should be presented.

Please note that information on administrative fees and chargeable expenses must be provided in addition to the required "Proposed Cost Form" ("Attachment B").

Proposed Fees: Please note that the proposed rates and fees submitted by each proposer are inclusive of all necessary costs, unless otherwise specified in the proposed structure, to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel; transportation; etc.

Proposed Fee Calculation: The total score for "Fees" will be based on 50 hours of the Partner's hourly rate and 50 hours of the Attorney's rate from the initial term's proposed rates.

F. References – Provide a list of no less than three references. Where possible, Attorney should include a letter from the agency/client describing the type of services and quality of work that was provided.

These references can be public or private sector references that can substantiate those services similar to those described in the Scope of Services were provided within the past two years.

IV. REQUIRED FORMS

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

- A. Proposed Cost Form** (Attachment B) The form must be completed and signed
- B. Current Client References** (Attachment C) The form *Qualifications Statement* must be completed.
- C. Quality of Service** (Attachment D) The Quality of Service form must be completed.
- D. Contract Acknowledgment** (Attachment E) The contract acknowledgment form must be submitted with the proposal.

Proposals missing any of the above documents will NOT be considered.

V. SELECTION PROCESS

- A. RFP Timeline** The following are proposed dates relating to this selection process:

February 27, 2023	RFP Issued
March 13, 2023	Questions in writing via Housing Agency Marketplace, due by 10:00 AM PDT
April 3, 2023	Responses due by 10:00 AM PDT. Proposers MUST register with Housing Agency Marketplace in order to submit a proposal. Late bids will not be considered.

B. Questions/Answers

All questions must be submitted in writing via Housing Agency Marketplace no later than 10:00 AM PDT, March 13, 2023 All questions will be answered in an addendum issued and posted on the Oakland Housing Authority website. On the Oakland Housing Authority website www.oakha.org. Select “Business Opportunities”, “Procurement”, “Current Bid Openings” and “Active Bids”.

No questions will be responded to after the question and answer period has expired.

Questions are to be submitted via housing marketplace.

C. Addendum

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective Respondents. The addendum will be posted on the OHA Vendor Center website at www.oakha.org. Select “Business Opportunities”, “Procurement”, “Current Bid Openings”, “Active Bids”, and select the desired bid # as well as Housing Agency Marketplace if applicable at the below link:

<http://www.oakha.org/>

During the RFP solicitation process, CCGS will NOT conduct any ex parte conversations (substantive conversation “substantive” meaning, any discussion or exchange between any OAHPI staff and a prospective Respondent that does or

may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective Respondents are not present) that may give one prospective Respondent an advantage over other prospective Respondents. This will not bar prospective Respondents from contacting CCGS; however, CCGS will limit communication with prospective Respondents to information already contained in the solicitation documents. CCGS will not provide verbal responses to any inquiries made by prospective Respondents. Instead, CCGS staff will direct Respondents to submit all questions in writing and will provide a copy of the question and answer to all Respondents through a written addendum.

D. Response Due Date

Proposals must be submitted online via Economic Engine/Housing Agency Marketplace by 10 am on April 3, 2023, through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=50863.

Respondents MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal. If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

Submission Responsibilities

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

E. Evaluation Criteria

The following criteria will be used to evaluate all responses:

Points will be assigned to each response for all weighted areas. The evaluation team will make a recommendation to OAHPI's Board of Commissioners. Final approval will be made by the Board of Commissioners. **Total points possible: 100.**

Award of contract, if made, will be to the Respondent(s) that score above the competitive range of 80 in accordance with the stated evaluation criteria. The minimum number of points to qualify is 80 points.

No.	Criteria	Points
1.	<p><u>Experience:</u> The Attorney, and particularly the key personnel assigned to the contract, must demonstrate verifiable experience. In response to this criterion, proposals must include:</p> <p>a. At least 3 professional references from clients for whom the Attorney has provided significant public entity consulting and/or representation. These references should be able to substantiate the timeliness and quality of service provided.</p> <p>b. Resumes of the attorneys, paralegals, and law clerks, if any, who will provide services to the Authority, designating which of those Attorneys will have primary responsibility to the Authority.</p> <p>c. A description of the firm's experience in landlord-tenant law and unlawful detainers, including the specific areas identified in the "Demonstrated Experience and Past Performance" section of this RFP, if applicable.</p>	50
2.	<p>Quality of Service: The Attorney must demonstrate an ability to provide the required professional services in a timely manner as evidenced by past performance in terms of client contact, responsiveness and turnaround time, and the approach to providing quality service and product as described in response to the "Quality of Service" section of this RFP.</p>	20
3.	<p>Fees: The proposed fees for contracted services. Fees will be weighted and based on the lowest price at 30 points.</p>	30
	Total	100

Qualified Respondent(s) will be selected based on the above criteria.

F. Selection Process

OAHPI will conduct the evaluation process. All responses will be reviewed for completeness and responsiveness. During the evaluation process, OAHPI reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to OAHPI staff. Each response will be independently analyzed by members of an evaluation team. The evaluations team will analyze how the Respondent's qualifications, experience, and capabilities meet OAHPI's needs. OAHPI may require the Respondent to submit additional materials to supplement its proposal.

The selection will be the sole responsibility of OAHPI. OAHPI reserves the right to reject any and all responses, and shall select Contractor/s based on the most advantageous conditions for OAHPI.

1. Initial Evaluation for Responsiveness Each response received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). OAHPI reserves the right to reject any responses deemed by OAHPI not minimally responsive and to waive any minor informalities it deems so. OAHPI will notify such firms in writing of any such rejection.

2. Evaluation Committee Internally, an evaluation packet will be prepared for each evaluator. OAHPI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive "hard copy" responses submitted for this RFP.

3. Restrictions All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a response entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a response entity will be excluded from participation on the evaluation committee. PLEASE NOTE: No Respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS staff member is the only person at OAHPI that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. Evaluation The appointed evaluation committee shall evaluate the complete responses submitted and award points based on Section (V E) - Evaluation Criteria. OAHPI will, at its discretion, contact one or more of the provided References for the Respondents deemed to be within the competitive range. Any negative References will be taken into consideration before proceeding with a final approval by the Board of Commissioners.

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

IV. Reservation of Rights

Representatives of OAHPI can:

- Request clarification of responses submitted before the final selection of a vendor for this project;
- Reject any or all responses;
- Waive any informality in the selection process;
- Terminate this selection process at any time;

- Negotiate the fees proposed by proposers for this project; and
- Award a contract that provides the best value to OAHPI as determined solely by OAHPI in its absolute discretion.

A. Rejection of Proposals

OAHPI reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. Immaterial deviations may cause a bid to be rejected. OAHPI may or may not waive an immaterial deviation or defect in a proposal. OAHPI's waiver of an immaterial deviation or defect will in no way modify the bid or excuse a proposer from full compliance with the bid requirements. Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable. Proposals that contain false or misleading statements may be rejected.

B. Evaluation Process

The proposals will be evaluated for responsiveness and responsibility, price and timing. More than one contractor can be awarded a contract.

C. Award and Execution of Contract

No content in this request creates, nor construes to create, any contractual relationship between OAHPI and any Proposer. OAHPI makes no commitment by virtue of this request, to receive or review of any responsive proposals or participate in any related discussions, and shall have no obligation to release competitive bid information or enter into any business relationship or agreement to purchase any services or supplies from any proposer.

D. Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the bid request, the proposer should immediately provide OAHPI with written notice of the problem and request that the bid be clarified or modified. Without disclosing the source of the request, OAHPI may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential Proposers to whom the bid was sent.

E. Collusion

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of OAHPI has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with or obligation to any undisclosed person or company.

F. Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by OAHPI. Proposers shall not include any such expenses as part of their proposals.

G. Questions

Questions regarding the bid should be addressed, in writing, via Housing Agency Marketplace: All questions must be submitted no later than 10am on Monday, March 13, 2023.

H. Claims Procedures

Vendors wishing to contest the selection process or results will have five (5) business days from the date notice of the final selection to submit written complaints to the OAHPI Executive Director.

IV. PROPOSER REQUIREMENTS

A. Time of Essence

Time is of the essence with respect to Contractor's performance of the services to be provided in the final agreement.

B. Warranties and Representations

Proposer warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer will supply at all times an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

C. Indemnity Obligations of Proposer

Proposer will indemnify and defend OAHPI (including its Board of Trustees, officers, director, agents, and employees) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Proposer of any warranty, representation, term or condition made or agreed to by Proposer;

(ii) all products and services prepared by or for Proposers hereunder and provided to OAHPI; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Proposer's business or any of its products or services provided to state bar; (iv) any breach by Proposer of any statutory or regulatory requirement.

D. Insurance Obligations of Proposer

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and OAHPI, with an insurer reasonably acceptable to OAHPI:

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

Acceptability of Insurers OAHPI

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 OAHPI.

E. Termination

1. **At Will.** In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by OAHPI.
2. **Default by Proposer.** This agreement may be terminated by OAHPI for convenience with written notice to the Proposer in the event the proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and OAHPI will have the right to have the services completed by other parties and the Proposer will reimburse the OAHPI for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, OAHPI's right to consequential damages caused directly or indirectly by the Proposer's default.

F. Assignment/Subcontracting

1. **Assignment.** The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of OAHPI, which consent may be granted or withheld in the sole and absolute discretion of OAHPI.

2. **Subcontracting.** The Proposal may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of OAHPI. Proposal's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above. As part of this RFP, the Proposal must include a list of any potential subcontractors proposed to complete any work on the project.



Attachment A

RFP #22-053

SCOPE OF SERVICES

The Attorney shall provide, on an as-needed basis, comprehensive legal advice, opinions, interpretation, representation, and other services, to OAHPI, including, but not limited to the following:

Non-Payment of Rent Cases:

1. Review of "Notice to Quit" for legal validity;
2. Consult with OAHPI regarding particular matter presented;
3. Prepare unlawful detainer pleadings;
4. File and serve summons and complaint; and provide copies to OAHPI's General Counsel;
5. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery, and prepare and defend witnesses at deposition; perform any necessary research and drafting of court documents, and appear in court on behalf of OAHPI;
6. Provide any Declarations to be signed by OAHPI employees or Officials, must be provided no less than 3 court days prior to filing;
7. Appear and represent OAHPI in routine litigation; when the legal counsel is of the opinion that litigation is non-routine, OAHPI and its General Counsel shall be notified promptly;
8. Provide weekly email updates to OAHPI and its General Counsel;
9. Provide copies of motions from all parties ;
10. Provide Settlement Offers (with analysis, no less than three weeks before any drop-dead date if possible);
11. Any other matters that Unlawful Detainer Counsel believes are important or wants to discuss with OAHPI's General Counsel; and
12. Perform related tasks as assigned by OAHPI;

"For Cause" Cases

1. Advise staff on preparation of pre-notices under Oakland's Measure EE;
2. Prepare Measure EE pre-notices when required by law;
3. Advise staff if cases are not sufficiently documented;
4. Prepare and serve notices for "For Cause" lease violations;
5. Prepare unlawful detainer pleadings;
6. File and serve the summons and complaint and provide copies to the OAHPI's General Counsel;
7. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery and prepare and defend witnesses at deposition; performing any necessary research and drafting of court documents, and appearing in court on behalf of OAHPI;
8. All Declarations to be signed by OAHPI employees or Officials must be provided no less than 3 court days prior to filing;
9. Provide analysis letters including legal analysis of fact, application of facts to law, and odds of success should the matter proceed to trial to the Housing Authority and its General Counsel;
10. Provide weekly email update reports to the Housing Authority and to its General Counsel;
11. Provide copies of motions from all parties;
12. Provide settlement offers with analysis, no less than two weeks before any drop-dead date if possible;
13. Any other matters that Unlawful Detainer Counsel believes are important or wants to discuss with OAHPI's General Counsel; and
14. Perform related tasks as assigned by OAHPI.

Related Actions and Complex Unlawful Detainer Actions

1. Advise staff if cases are not sufficiently documented;
2. Prepare and serve notices;
3. Prepare unlawful detainer pleadings;
4. File and serve the summons and complaint;
5. File Writs if needed;
6. File and serve summons and complaint; and provide copies to OAHPI's General Counsel;

7. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery prepare and defend witnesses at deposition; performing any necessary research and drafting of court documents, and appearing in court on behalf of OAHPI;
8. Declarations to be signed by OAHPI employees or officials must be provided no less than 3 court days prior to filing;
9. Appear and represent the OAHPI in routine litigation; when the Unlawful Detainer counsel is of the opinion that litigation is non-routine, OAHPI shall be notified promptly;
10. Provide analysis letters including legal analysis of fact, application of facts to law, and odds of success should the matter proceed to trial;
11. Provide weekly email update reports to OAHPI and its General Counsel;
12. Provide copies of motions from all parties;
13. Provide settlement offers with analysis, no less than one week before any drop dead date if possible;
14. Perform related tasks assigned by OAHPI or any other matters that Unlawful Detainer Counsel believes are important after discussing with OAHPI's General Counsel; and
15. Provide full Appellate services.



Proposed Cost Form

Attachment B

Please complete this form and submit it with your proposal.

Proposed Fee Calculation. For the purposes of scoring the "Fees" portion of the evaluation criteria (Selection Process E. Evaluation Criteria), the grand total of 50 hours of the partner rate and 50 hours of the attorney rate from the initial contract term will be used to compare fees and award points.

Proposed Fees for Contract. Since the proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. The proposed fees submitted in the table below will be used for contract prices. When the Authority exercises its option to extend the term of the contract, the proposed fees listed below shall be effective per corresponding option term.

Firm: _____

Title	Initial Term	Option Year 1	Option Year 2	Option Year 3
	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates
Partner	\$	\$	\$	\$
Attorney	\$	\$	\$	\$
Paralegal	\$	\$	\$	\$
Legal Secretary	\$	\$	\$	\$
Other*	\$	\$	\$	\$
Travel Rate	\$	\$	\$	\$

* Please list any other positions and their hourly rates, as well as fees (copying, mail, fax, etc.), on a separate sheet of paper.



Oakland Affordable Housing
Preservation Initiatives

**ATTACHMENT C
CLIENT REFERENCE FORM**

CURRENT CLIENT REFERENCES (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Company _____
Address _____
City, ST, Zip _____
Fax/Phone Numbers _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone Numbers _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone Numbers _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone Numbers _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone Numbers _____
Contact Name/Title _____
Type of Engagement _____

Bidder's Company Name
Legal Structure (corp./partner/proprietor)
Principle Office Address
City, ST, Zip
Phone Number & Fax Numbers
Email
Federal Employer Identification Number
Title of Person Authorized to Sign
Print Name of Person Authorized to Sign
Date Signed and Authorized Signature

**EXHIBIT D
QUALITY OF SERVICE**

Quality of Service

1. Describe the approach your firm would use to provide quality service to the Authority; include examples of meeting the expectations of current and past clients.

2. Provide an average turnaround time (in business days) for each of the tasks listed in the table below for a typical case:

	Number of Business Days
1. Review and prepare initial pleadings	
2. Discovery	
3. Default/Trial	
4. Settlement Agreement, Judgment and Writ	



Acknowledgment of Mandatory Form of Contract

EXHIBIT E

Please read the following provisions, which are considered mandatory conditions of any Contract Award made by the Authority pursuant to this solicitation:

Contract Form: The Authority will not execute a Contract on the selected vendor's form. Contracts will only be executed on the Authority's Form (please see **Sample Contract Attached to this RFP/RFQ**) and by submitting a response, the successful proposer agrees to do so (please note that the Authority reserves the right to amend this form as Authority deems necessary).

The Authority may, in its sole discretion, consider amendments/modifications to its form of Contract, provided Vendor complies with the request for amendment/modification procedures set forth in the RFP/RFQ. **IF THE PROPOSED VENDOR AMENDMENTS AND/OR MODIFICATIONS TO THE FORM OF CONTRACT ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE SUCCESSFUL VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to accept such amendment/modification does not invalidate the Authority's Form of Contract. It is the sole responsibility of each prospective vendor to notify the Authority, in writing, before the question deadline, of any requests to amend/modify the Form of Contract. A successful Vendor's failure to execute the final form of Authority Contract shall automatically result in rescission of any award and Authority shall have the right to exercise all remedies available to it in law and equity.

By signing below you hereby acknowledge and agree to the terms and provisions discussed above:

Name of Firm: _____

Authorized Signature: _____

Date: _____

The enclosed “Acknowledgement of Form of Contract” **MUST** be included with your response.

PROFILE AND CERTIFICATION FORM (Page 1 of 3)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach **professional resumes** for each):

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

- Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Small Business _____%
 Other (Specify): _____%

If applicable, WMBE Certification Number: _____

Certified by (Agency): _____

(8) Federal Tax ID No.: _____

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

(10) California Secretary of State Entity Number: _____

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

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

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

PROFILE AND CERTIFICATION FORM (Page 2 of 3)

(13) Vendor Diversity Outreach Requirements: The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with the Authority for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with the Authority's outreach requirements and that said business will provide to the Authority evidence of the efforts described herein within three working days of such request.

a.) Written Notice

- Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE and other business enterprises. **[NOTE: You may be requested to submit a list of organizations that provided such assistance.]**

- We **did not** provide such written notice.

b.) Advertisement

- Not less than _____ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**

- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) Participation

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.

- The undersigned party **did not** obtain participation by MBE/WBE businesses.

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

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

PROFILE AND CERTIFICATION FORM (Page 3 of 3)

(16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

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

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

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

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

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

Signature

Date

Printed Name

Company



Quote #00-000 Title of Quote

Addendum #1

Date issued and released DATE

Changes to the Quote:

Responses to Questions:

The following questions were submitted by the deadline and are answered in this addendum.

Question #1:

Answer #1:

Question #2:

Answer #2:

Question #3:

Answer #3:

Question #4:

Answer #4:

Question #5:

Answer #5:



Quote #00-000 Title of Quote

Addendum #1

Date issued and released, DATE

Vendor hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum MUST be included with your quote.

VENDOR PROTESTS AND CLAIMS PROCEDURES



VENDOR PROTESTS AND CLAIMS PROCEDURES

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

Definitions:

<i>OAHPI:</i>	The abbreviation for the Oakland Affordable Housing Preservation Initiatives.
<i>Claim:</i>	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 (Form MMO9501; hereinafter referred to as "Notice" or "the Notice") furnished by OAHPI (form attached).
<i>Contract Award Date:</i>	Date of Board Approval (if applicable) or Purchase Order Date
<i>Contracting Officer:</i>	The Executive Director of OAHPI or the person designated by the Executive Director in writing.
<i>Finding of Fact:</i>	Results of investigation of information presented.
<i>Posted Website Date:</i>	Date When Information was Posted on Website
<i>Protest:</i>	A written complaint about, or an objection to, an administrative or procurement action or decision by OAHPI. 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 OAHPI (form attached).
<i>Response to Solicitation:</i>	The vendor's written bid, quotation or proposal submitted in response to OAHPI's call for bids, quotations or request for proposals.
<i>Vendor:</i>	The person or firm that is involved in bidding, proposing, or quoting on an OAHPI material or service requirement, or has contracted with OAHPI to provide material or perform a service, or a person who has an interest in such matters.

Who May Submit A Protest or Claim:

Any person or entity that meets the definition of vendor as referenced above may submit a protest or claim.

This procedure applies to bidding procedures for amounts above the 'Small Purchase' threshold (> \$100,000). For Small Purchases (\$2,000 - \$100,000), all complaints, protests, or claims will be referred to the Deputy Executive Director for resolution.

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

A. Protests after the Bid, Quote, or Proposal Opening, but Prior to Award of Contract:

1. Any protest or claim must be submitted in writing by the vendor on the Notice of Protest or Claim form. The form, along with any supporting documents, must be sent by certified, registered or overnight mail or delivered by a reputable delivery service with a delivery receipt to the following address:

CCGS (Contract Compliance & General Services)
Oakland Housing Authority
1619 Harrison St
Oakland, CA 94612

2. ***Under the Competitive (Sealed) Bids Process:*** Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** of the *bid opening date*.

Under the RFPs (Request for Proposals) Process: For RFPs where there is no bid opening, Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** of the date on which the name of the Contractor has been released after the completion of the evaluation process or the "Posted Website Date". The 'Posted Website Date' is the date that CCGS will post the selected Contractor as a result of the evaluation panel member decision. Please note that the selection of the final Contractor is contingent upon final board approval (if applicable) and/or all required documents have been received.

3. All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OAHPI contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

4. Immediately upon receipt of the vendor's notice, the Contracting Officer shall send the vendor an acknowledgement for receipt of the Notice. The Oakland Affordable Housing Preservation Initiatives acknowledgement shall indicate if the Notice was filed within the required time period. A late notice is not eligible for consideration under this procedure and will be rejected

5. The vendor's protest, along with the tabulation sheet, scope of work of the solicitation, copies of 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."

6. Based upon the "Finding of Fact", the Contracting Officer may take any of the following actions or any other actions deemed to be appropriate and within the scope of statutory and regulatory requirements.

- (a) Determine that the protest is invalid.
- (b) Reject all responses to the solicitation.
- (c) Cancel or revise the solicitation.

The decision of the Contracting Officer shall be final.

B. Special Circumstances:

Board Approval: If the dollar amount of the lowest responsive, responsible bidder is above the amount threshold requiring approval by the Board of Commissioners, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding.

C. OAHPI Recordkeeping Requirement:

OAHPI 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 OAHPI's actions in the disposition of protests or claims.

NOTICE OF PROTEST OR CLAIM

All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OAHPI contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

This form must be completed with additional applicable documents attached.

CLAIMANT INFORMATION			
Name of Claimant:		Date:	
Address:		Phone:	
Email:		Fax:	
COMPANY INFORMATION (if different from above)			
Name of Company:			
Address:		Phone:	
AGENT INFORMATION (if Agent Filing)			
Name of Agent:	Date:		
Address:		Phone:	
Email:		Fax:	

Referenced (if applicable):

Bid/RFP No.:	
Project Description:	
Purchase Order No.:	
Invoice No.:	

REASON FOR CLAIM OR PROTEST: *(Attach copies of detail documents if any)*

(OAHPI Use Only)

Date Received:	Contracting Officer:
Notification:	Filing Date:
Comments:	

INSURANCE REQUIREMENTS

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

Minimum Scope of Insurance

Coverage shall be as least as broad 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. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.

Minimum Limits of Insurance

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to their project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations,as applicable.)

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.

4. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
5. Professional Liability Insurance: **\$1,000,000** per occurrence.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OAHPI. At the option of OAHPI; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OAHPI, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to OAHPI 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. OAHPI, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects OAHPI, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OAHPI, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OAHPI, 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 OAHPI.

Verification of Coverage

Consultant/Contractor shall furnish OAHPI with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by OAHPI before work commences. OAHPI 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.

** OAHPI shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES

SERVICES CONTRACT

This SERVICES CONTRACT ("Contract") is entered into as of _____, _____, by and between the OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES, a California nonprofit benefit corporation ("OAHPI"), and _____.

RECITALS

WHEREAS, Oakland Affordable Housing Preservation Initiative is in need of as needed legal services for complex landlord-tenant and real estate matters; 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, **[For example, The Oakland Housing Authority Board of Commissioners approved Board Resolution No. ___ on ___ to execute a one year contract with four additional one year option terms in the combined amount not to exceed \$0.00 over the five year period; 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, OAHPI and the Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. TIME OF PERFORMANCE

The term of this Contract shall begin on **January 13, 2020** and end on **January 12, 2022**.

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

[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 January 13, 2020, and end on January 12, 2022, 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 January 13, 2022 through January 12, 2023 ("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 January 13, 2023 through January 12, 2024 ("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 January 13, 2024 through January 12, 2025 ("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 OAHPI on behalf of Contractor. OAHPI 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:

OAPHI c/o Oakland Housing Authority
Finance Department – Accounts Payable
1805 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. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify OAPHI, 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.

8. 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 OAPHI. 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.

9. 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.

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.
- (5) Fidelity Bond appropriate to the on/off site personnel – coverage is to be endorsed to include indemnification for misconduct and dishonesty of contractors/ consultants personnel.
- (6) Cyber Security Insurance coverage is to be endorsed to include indemnification from breach of contract and unauthorized client data access

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.
- (5) Cyber Insurance: One Million Dollars (\$1,000,000) per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
- (6) Builders Risk Insurance: One Million (\$1,000,000) per occurrence for direct physical property damage

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by OAPHI. At the option of OAPHI, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OAPHI, and its respective commissioners, members, officers, agents and employees; or 2) Contractor shall provide a financial guarantee satisfactory to OAPHI 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) OAPHI 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 OAPHI, and its respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by OAPHI, 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 OAPHI 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 OAPHI.

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

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

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

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 OAPHI 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 OAPHI. All certificates and endorsements are to be received and approved by OAPHI before work commences. OAPHI 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.

10. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OAPHI 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 OAPHI, 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 OAPHI may require, there shall be furnished to OAPHI or its designated representative such statements, records, reports, data and information as OAPHI may request pertaining to matters covered by this Contract.

11. CONFLICTS

No employee, agent, contractor, officer or official of OAPHI 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 OAPHI. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OAPHI.

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 OAPHI: Oakland Affordable Housing Preservation Initiatives
1805 Harrison Street
Oakland, CA 94612

If to Contractor: Zanghi Torres Arshawsky LLP
625 Market Street, Fourth Floor
San Francisco, CA 94105

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 OAPHI 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 OAPHI 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 OAPHI 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 OAPHI affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OAPHI 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 OAPHI for this Contract is _____. The initial Contractor-designated representative for this Contract is _____.

SIGNATURES ON FOLLOWING PAGE

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

Zanghi Torres Arshawsky LLP

By: _____

[SIGNATORY]

[TITLE]

Federal Tax Identification No. _____

OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES, a public body
Corporate and politic

By: _____

Patricia Wells
Executive Director

DRAFT

EXHIBIT A
Scope of Services

DRAFT

EXHIBIT B
Payment Schedule

DRAFT

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.