



5/18/2023

Gentlemen/Ladies:

SUBJECT: RFP #23-019 Flooring Services

The Oakland Affordable Housing Preservation Initiatives (“OAHPI”) invites proposals from qualified applicants to provide Flooring Services.

Proposals will be accepted online through EconomicEngine.com until the date and time specified within the RFP. Proposals received after the deadline will be rejected without consideration.

Questions of a procedural nature may be directed to Loretta Lovell at v6llovell@oakha.org.

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:

Patricia Wells

722CF180EE194A1...

Patricia Wells

Executive Director

Oakland Affordable Housing Preservation Initiatives

1619 Harrison Street, Oakland, CA 94612



REQUEST FOR PROPOSAL RFP 23-019 Flooring Services

RFP Introduction

The Oakland Affordable Housing Preservation Initiatives ("OAHPI") invites proposals from qualified and experienced flooring contractors. The purpose of this solicitation is to engage the services of a flooring contractor that can provide services to multiple Oakland Affordable Housing Preservation Initiative Properties. Prospective contractors should have some history of successful service to other clients, preferably with experience in providing this same type of service to other government entities.

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

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety and any designated attachments.

For further information and/or updates on this RFP or any other OAHPI projects, you may go to the OHA 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:

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

Proposers MUST register with Housing Agency Marketplace in order to submit a proposal.

Background: 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 flooring contractors for flooring services, for its managed properties in Oakland, California.

RFP Representative: Loretta Lovell, v6llovell@oakha.org

RFP Issued: May 18, 2023

Pre-Proposal Conference: May 23, 2023 at 3pm PDT - See Exhibit G for Conference Link

Questions Due Date: May 25, 2023, 10:00 AM PDT

Deadline: Tuesday, May 30, 2023 at 10:00 AM PDT

Proposals must be submitted online via Housing Agency Marketplace with the Bid Form contained in Exhibit C 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.

OAHPI intends to enter into a Request for Proposals Task Order Contract with qualified Contractors for the provision of these services. Due to the nature of the work and the critical importance of the timely service, more than one Contractor will be selected. Task Orders will be awarded, by job, to qualified contractors who provide low quotations and can complete the work in the required timeframe. OAHPI will only consider responses received by the deadline in the required submission method.

I. STATEMENT OF WORK

A. Project Scope

OAHPI is seeking to develop a qualified list of flooring contractors to provide all materials and labor for flooring jobs. OAHPI has 1,539 units, ranging from two to five bedrooms, but most are three-bedroom units. The units are located at multiple sites, from single story to multi-story dwellings not exceeding (3) three stories in height. Elevators may be available at multiple floor buildings. The surfaces for ground floors are usually concrete, and wood for second floors. Attachment A shows the typical flooring plans of the units. OAHPI will draw from the list of flooring contractors in good standing. The jobs will be assigned and based on work quality and meeting OAHPI's schedule. There is *no guaranty on the quantity* of jobs assigned.

B. Scope of Work

Flooring responsibilities:

Estimate

1. Measure site and assess needs.
2. Provide flooring plan of unit, with measurements noted.
3. Provide estimate for material and labor.
4. Provide estimate start date and time to complete work order.

Prep Work

1. Coordinate schedule with OAHPI superintendent and tenant.
2. Inspect floor and sub-floor, repair or replace broken or dry-rot areas.
3. Cut out and replace worn or damaged floor covering.
4. Clean and level base surface to form smooth, clean foundation.
5. Remove toilets in bathroom areas.
6. Removal of furniture and appliances in occupied units may be required.

Installation

1. Apply appropriate adhesive to subfloor for vinyl and vinyl plank.
2. Where applicable, install appropriate underlayment or prepare floors with floor leveling compounds.
3. Install floor covering(s) per manufacturer's instructions and specifications, and if applicable, the same direction as

8. Replace toilet in bathroom area, include caulking toilet.
9. Moving of furniture and appliances in occupied units may be required.
10. Remount all doors and closet door(s) so they may swing freely; this may require cutting the door(s).
11. Clean work area.

Disposal

1. Remove all work-related debris from unit.
2. Properly dispose all debris per city and state regulations.
3. Do not place debris in OAHPI disposal containers.

C. Material Product Details

Type	Brand	Style	Color	Warranty
Vinyl	Mannington	Jumpstart	#71022	Limited 12 year
Vinyl Plank	Shaw	Optimum	820 Amber Oak	30 years
Cove Base	Mannington	4"	Dark Chocolate	N/A
Carpet	Engineered Floors	Top Star	Black Walnut	15 Year
Carpet Pad	Legget & Platt	7/16" 6lb Rebond padding	N/A	N/A

Please refer to Exhibit B, for manufacturer's specifications. OAHPI will accept products that are **equal to or better** than the specified brand in the above table. However, products other than the specified brand must be accompanied by specifications on a cut sheet or manufacturer's specification sheet and are subject to approval by OAHPI. Alternative brands must be submitted by question due date and will be advised if approved in an addendum.

The contractor will also furnish other materials necessary to complete the flooring jobs; these will include, but are not limited to, the following: adhesive, seam sealer, stair treads, tape, tack trips, transition material, caulk, wax ring, cleaning solvents, etc.

OAHPI reserves the right to terminate the agreement for uncorrected, unsatisfactory work or if the contractor uses an unwarranted excessive amount of time for each project to be abated and is unresponsive to OAHPI's inquiries and requests.

D. Flooring Procedure

OAHPI will issue a work order by telephone, email or online. At a minimum, the contractor shall provide a telephone service or "order desk" to receive calls for work orders. The order desk should be available from 8:00 a.m. to 5:00 p.m. on all business days except holidays. If the Contractor offers an on-line order system, Contractor shall work with OAHPI staff to establish protocols and train OAHPI superintendent on the on-line system.

When a work order is called in by OAHPI superintendent, the superintendent will provide the address, OAHPI contact name and telephone number to the Contractor. The Contractor shall respond to the request within 24 hours to schedule a time to measure the unit, and will be provided a scope of work for the services and a completion date by the superintendent.

The Contractor shall provide the floor layout and cost estimate to the superintendent within 24 hours, who will then review, schedule the installation date and issue the notice to proceed.

The work orders and notices to proceed are subject to the terms and conditions of the contract. The Contract shall prevail in the event of conflict with any work orders or notices.

E. Record keeping

1. Floor Plans: Contractor shall provide the floor plan to OAHPI with each estimate. OAHPI shall have a proprietary right to all floor plans created by the contractor. The Contractor shall not release the floor plans to any party unless written permission is received from OAHPI.
2. Reports: Contractor shall provide a monthly report on the materials used. The report shall itemize the materials, quantity, cost and number of work orders for each of six OAHPI's portfolios.
3. Recordkeeping: Contractor shall retain copies of the floor plans, and at a minimum, the unit's measurements, materials used, installation date, and warranty, so that information is easily retrieved for each work order. The contractor shall retain said information for five years after the installation date, and provide a copy of the records to OAHPI as requested.

F. Invoices

All invoices shall be itemized in the following manner:

1. Date of invoice;
2. Date of installation;
3. Address;
4. OAHPI portfolio;
5. OAHPI Superintendent or Property Administrator (if applicable);
6. Purchase order number;
7. Itemized labor cost (quantity, unit price);
8. Itemized material cost (quantity, unit price);
9. Sales Tax; and
10. Total Price.

II. CONTRACT BID INFORMATION and PRICING

A. Proposer Instructions

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

B. Contract

OAHPI intends to enter into a Contract with qualified Contractors for the provision of these services. Due to the nature of the work and the critical importance of the timely service, more than one Contractor may be selected. Task Orders will be awarded to qualified contractors who provide low quotations and can complete the work in the required timeframe. The Contract amount will be a Not-To-Exceed ceiling for the Task Orders to be issued against the Contract during the period of performance, which will be two (2) years, with the option to renew for three additional one-year periods.

OAHPI will exercise its option to renew the Contract ninety (90) days before the Contract ends by renegotiating the price or by keeping the firm price of the original Contract, whichever is OAHPI's best interest.

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.

B. 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 – An overview of your firm's expertise and experience performing residential flooring services. Describe the firm's technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities Please be as descriptive as possible.

3. Firm's Qualifications – Provide a narrative overview describing the Contractors experience and expertise providing a similar scope of work. Describe the firm's technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities.

4. Project Approach – Provide a narrative that discusses the Respondent's approach and process of engaging in the work for flooring services. Please be as descriptive as possible.

5. Staffing – Provide the names of each proposed team member staffing and a description of their role and responsibilities. Include resumes for each team member and sub-consultant, if any.

6. Proposed Cost – The cost must be recorded on the proposed cost forms in Exhibit C.

IV. REQUIRED FORMS

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

- A. Proposed Cost Form** (Exhibit C) The form must be completed and signed.
- B. Experience Table** (Exhibit D) The form *Qualifications Statement* must be completed.
- C. Subcontractor Form** (Exhibit E) The Subcontractor Form must be completed to identify the tasks performed by Contractor and if applicable, subcontractor(s).
- D. Contract Acknowledgment Form** (Exhibit F) The Contract Acknowledgment must be submitted with your 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:

May 18, 2023	RFP Issued
May 23, 2023 at 3pm	Pre-Proposal Conference at 3pm PDT via Zoom See Exhibit G for link
May 25, 2023	Questions and alternative materials in writing via Housing Agency Marketplace, due by 10:00 AM PDT.
May 30, 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, May 25, 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". The Addendum will also be posted on Housing Agency Marketplace.

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:

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

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 10am PDT on May 30, 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 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.	<u>Experience/Technical</u> : Respondents' depth and experience in providing comparable contracting services for flooring in section (IB) of this document.	30
2.	<u>Qualifications of Staff/Previous Projects</u> : Qualifications of the Prime Contractor and subcontractors project experience and References.	20
3.	<u>Project Approach</u> : Strength of Respondent's approach and process of engaging in the work for all flooring activities.	25
4.	<u>Proposed Rate</u> : The cost of flooring services.	25
	<u>Total</u>	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.

VI. 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 and Alternative Materials

Questions regarding the bid and alternative materials shall be addressed, in writing, via Housing Agency Marketplace. All questions must be submitted no later than 10am PDT on Tuesday, May 23, 2023. **Please submit alternative materials.** The alternative material submissions can be through a cut sheet that includes the material specifications. Questions will be answered, and materials will be evaluated through an Addendum. A sample can also be submitted but is not required. To submit a sample, please send to the following address:

Oakland Affordable Housing Preservation Initiatives
Attn: Loretta Lovell
Contract Compliance and general Services (CCGS)
1619 Harrison Street
Oakland, CA 94612

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.

VII. PROPOSER REQUIREMENTS

a. Minimum Requirements

- i. The Proposer shall possess a current license with the state of California Contractor's License Board (CSLB) to perform the work outlined in the RFP.
- ii. The Proposer must have been in business as a Contractor for a minimum of eight (8) years. OAHPI reserves the right to verify experience and California State Contractors License Code requirements.
- iii. The Proposer shall have an acceptable industry service record.
- iv. Proposers are required to submit five (5) references for similar projects or work. References should include the name of the contact person, business phone number, facsimile number, e-mail address, and general description of the project or work that was performed.
- v. It is mandatory for the Proposer to provide either a facsimile number or e-mail address.

b. Time of Essence

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

c. 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.

d. 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.

e. 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:

- i. 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.
- ii. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- iii. 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 AM. Best's rating of no less than A:VI, unless otherwise acceptable to OAHPI.

f. Termination

- i. **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.
- ii. **Authorization of Funds.** If the agreement to purchase is terminated, Proposer agrees to take back any affected products furnished under this contract, and relieve OAHPI of any further obligation, except for OAHPI's obligation to pay for services already performed pursuant to this agreement.
- iii. **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.

g. Assignment/Subcontracting

- i. **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.

- ii. **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.

**EXHIBIT A
FLOORING PLANS**

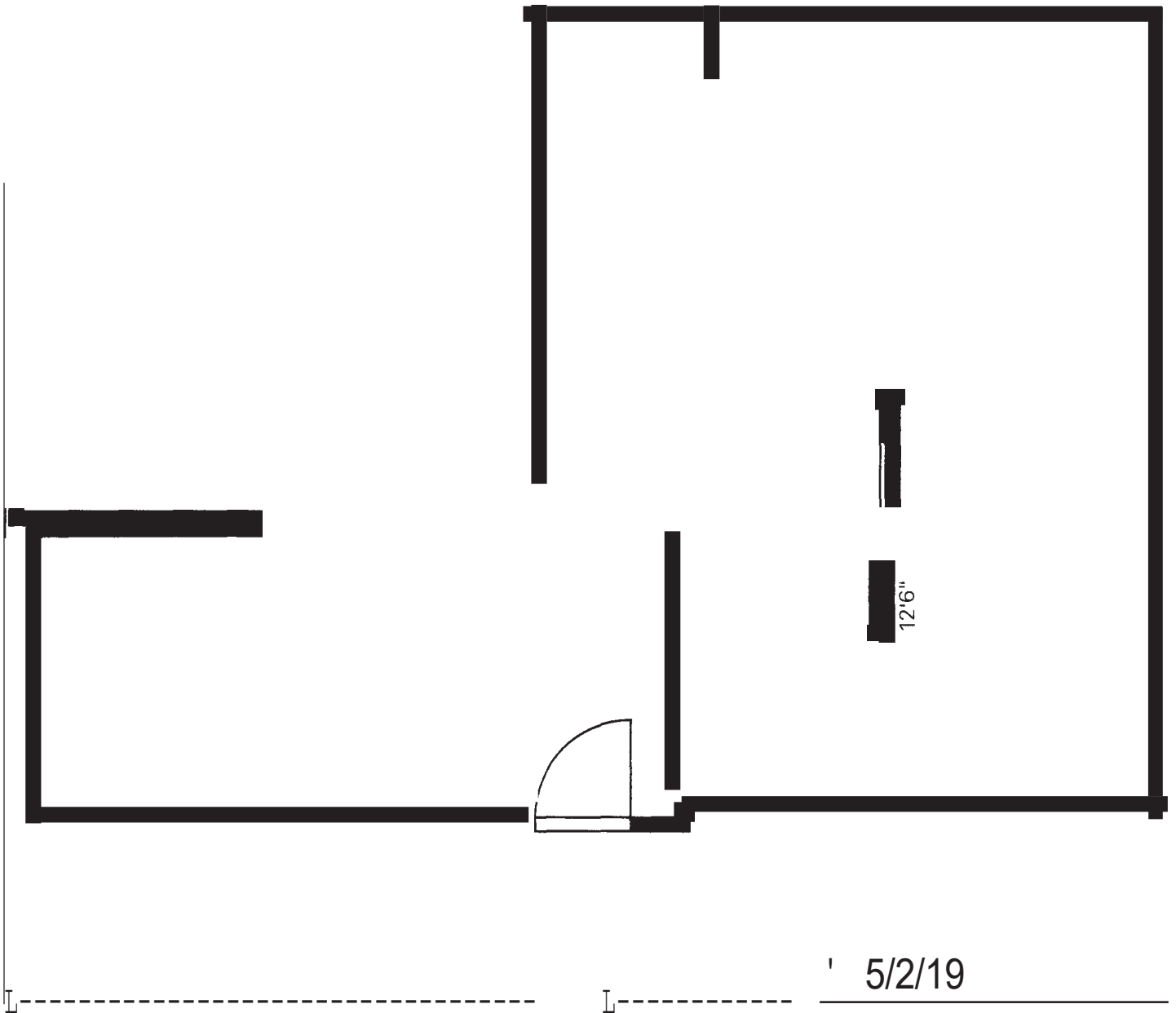
unit 2&4 master 2x1



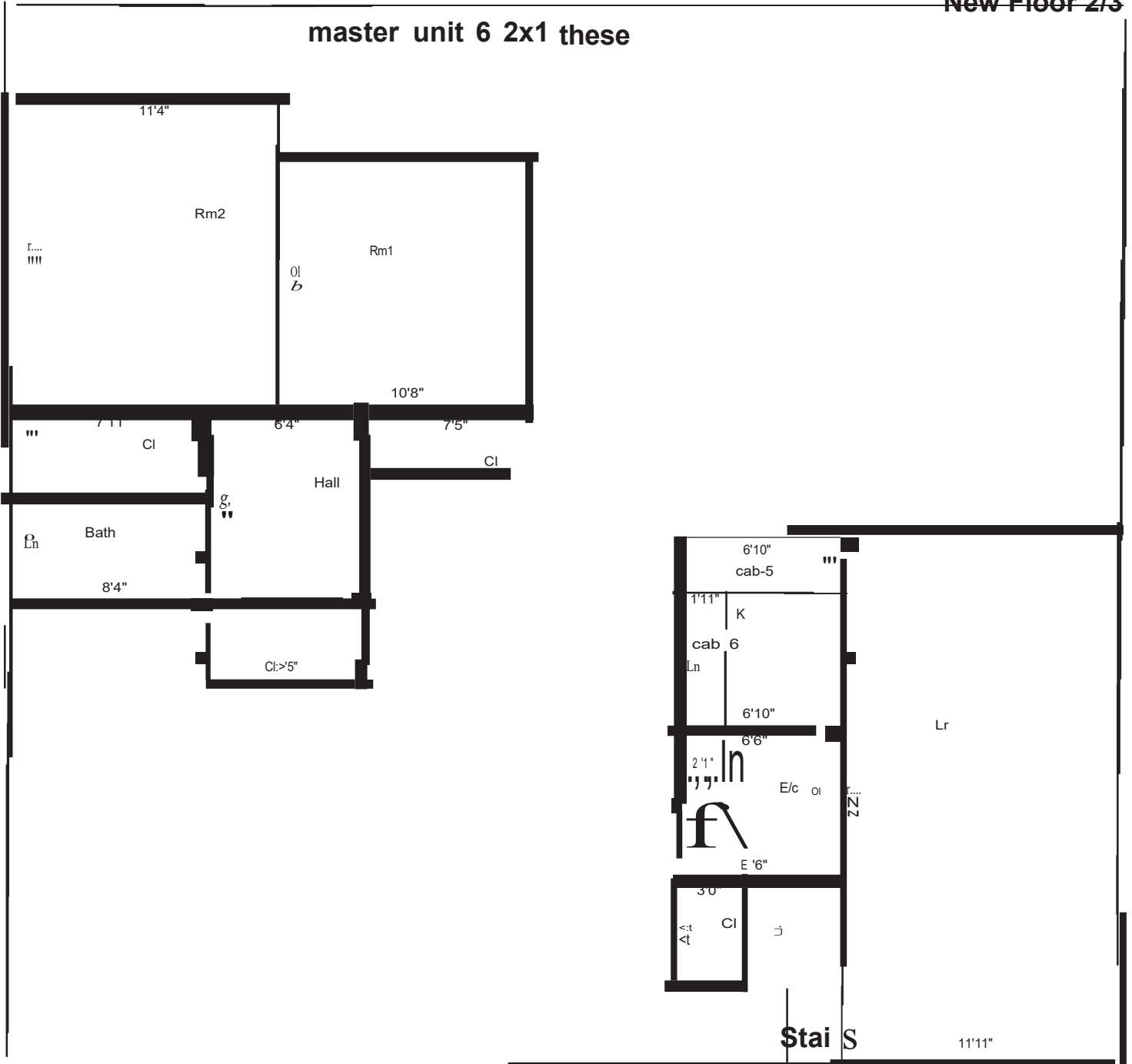
Number 4 mdf beds -upstairs

6/3/19

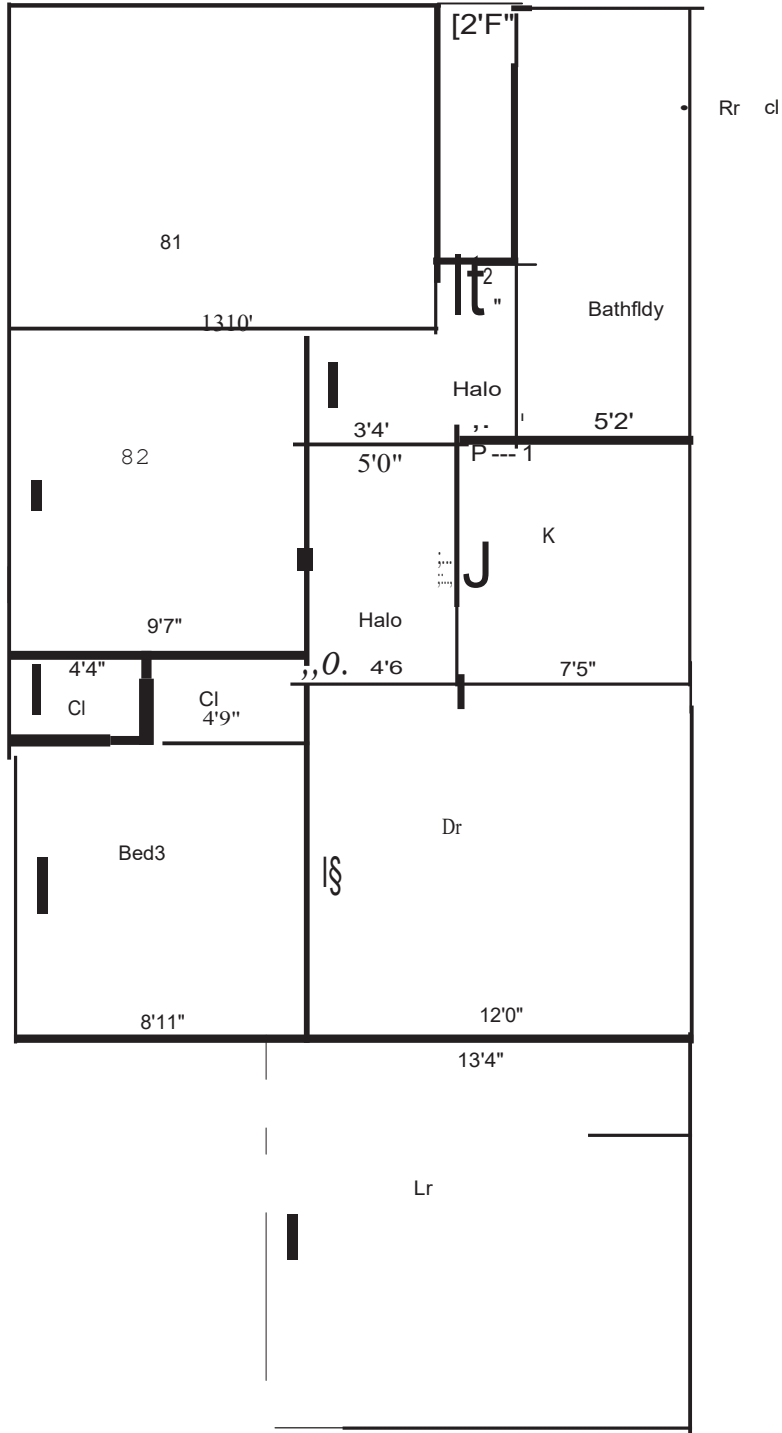
2x1 unit 2 master



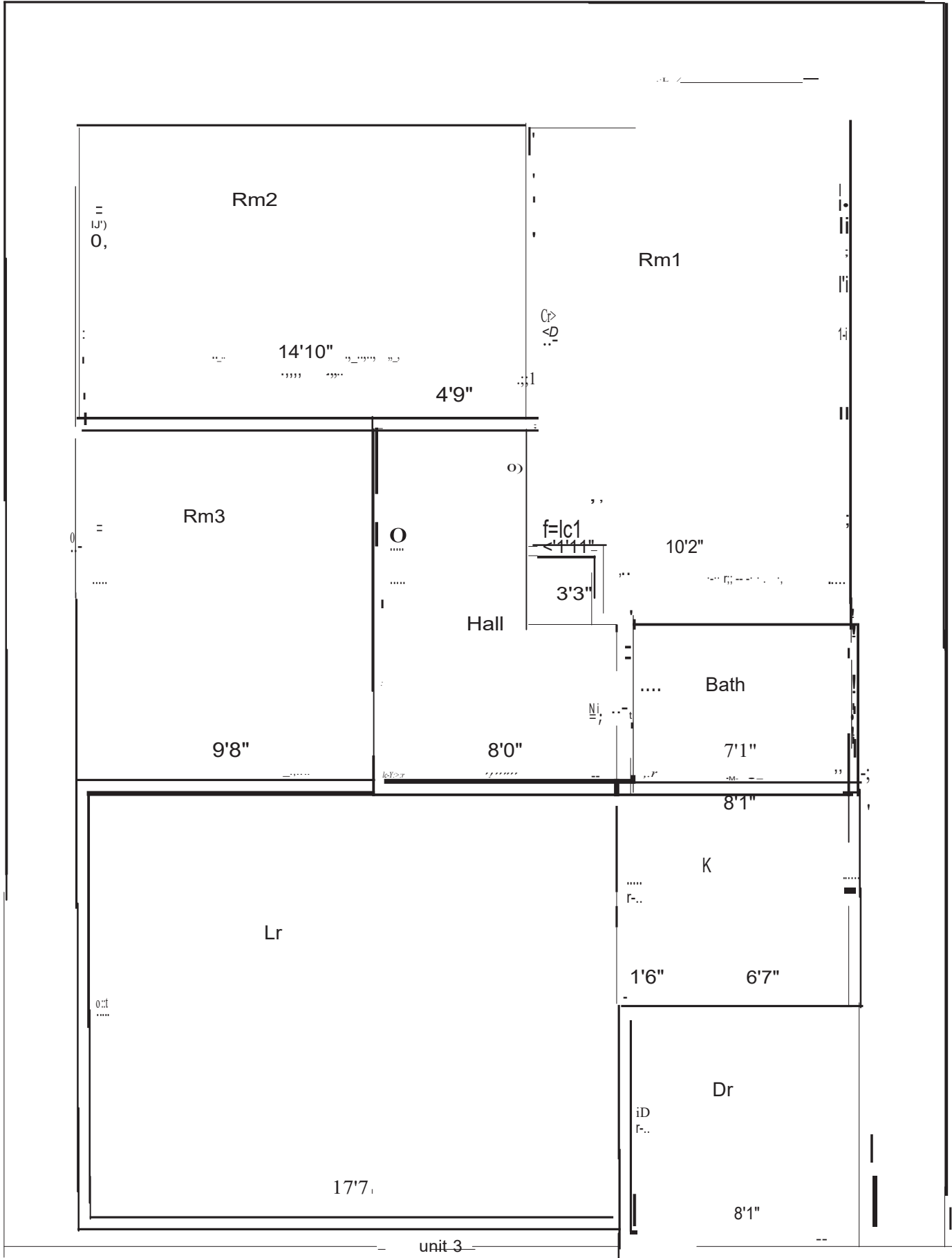
master unit 6 2x1 these



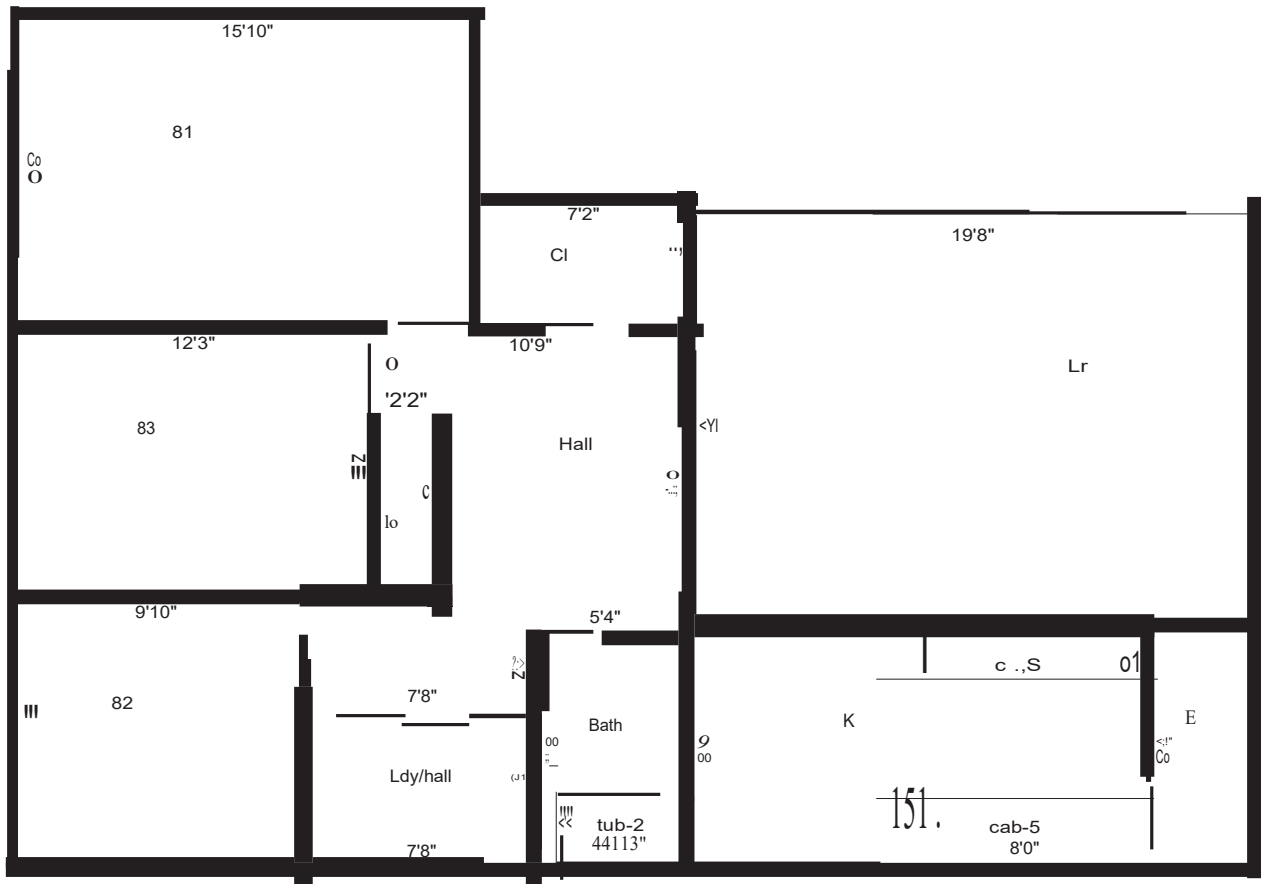
unit 7 master



New Floor



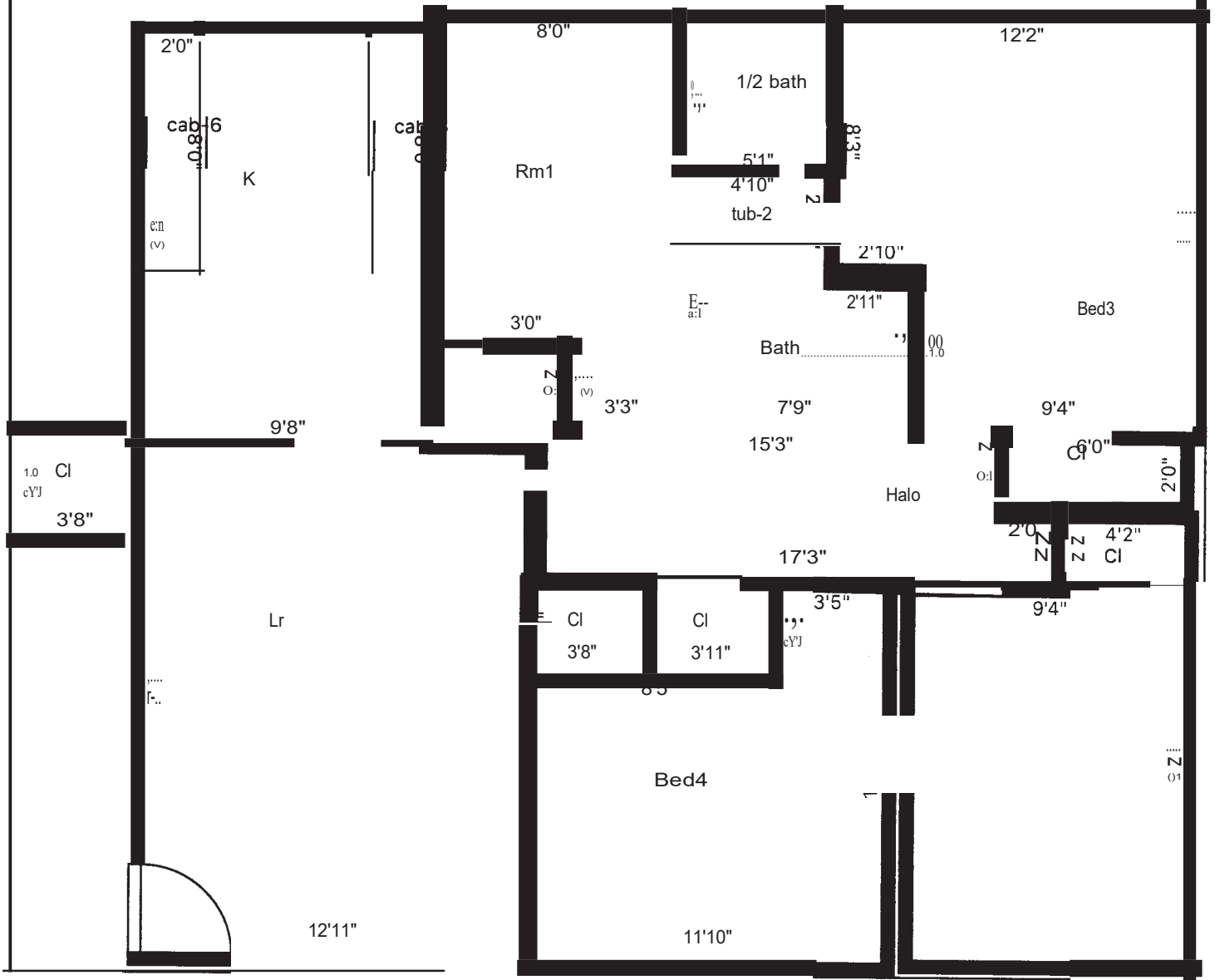
unit 5 (master) 3x1



2/8/19

(Oha) unit 5 (master)3xl

4x1 1/2 master unit 1

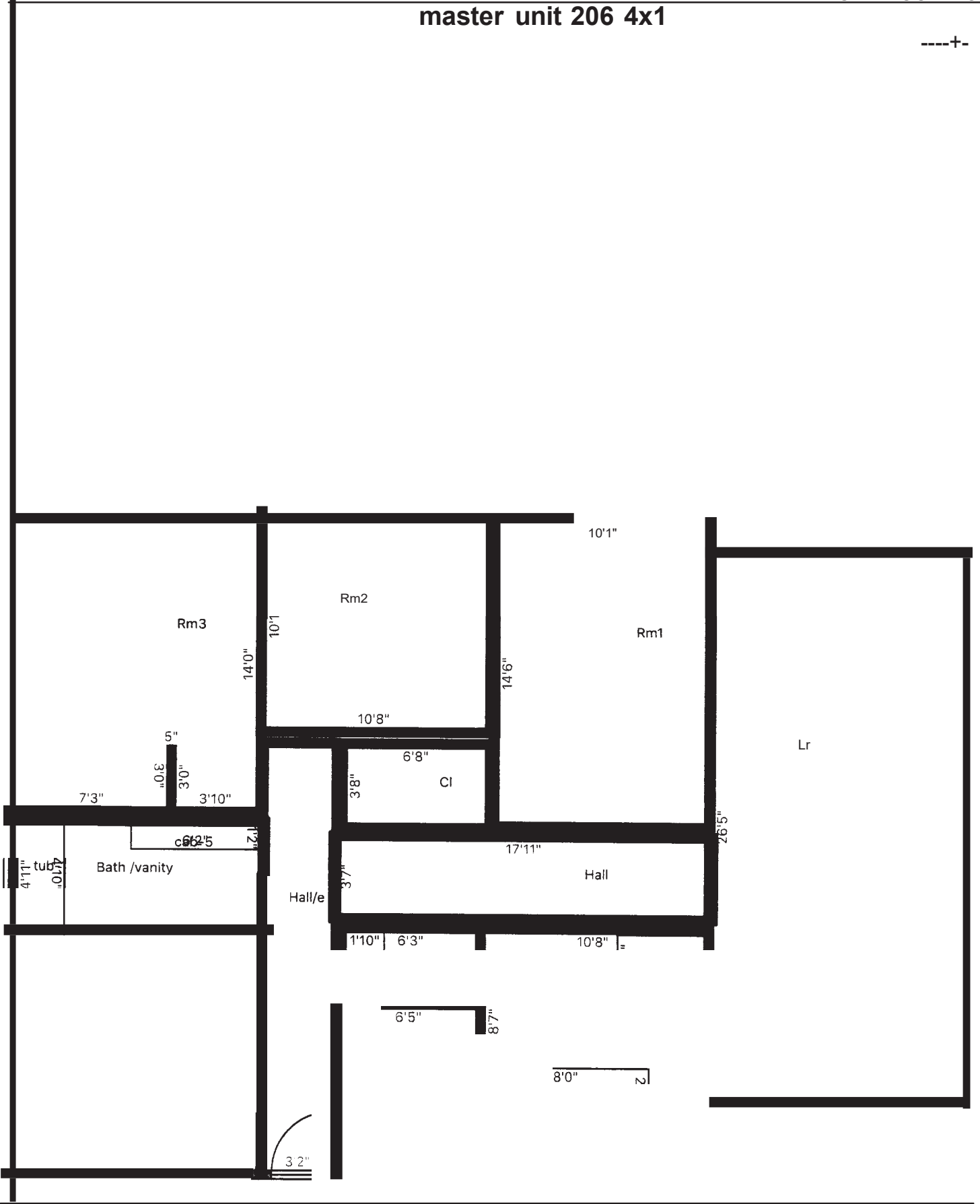


master 4 x1/2 these carpet in bed unit 203&303

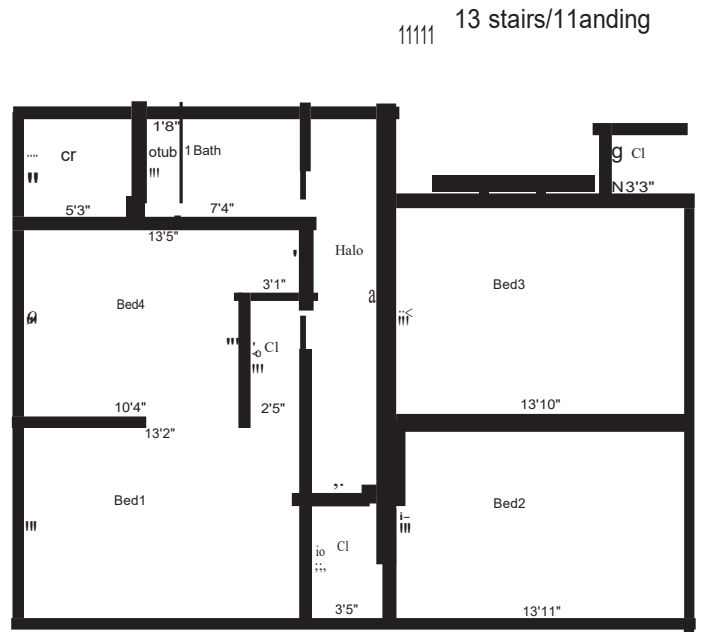
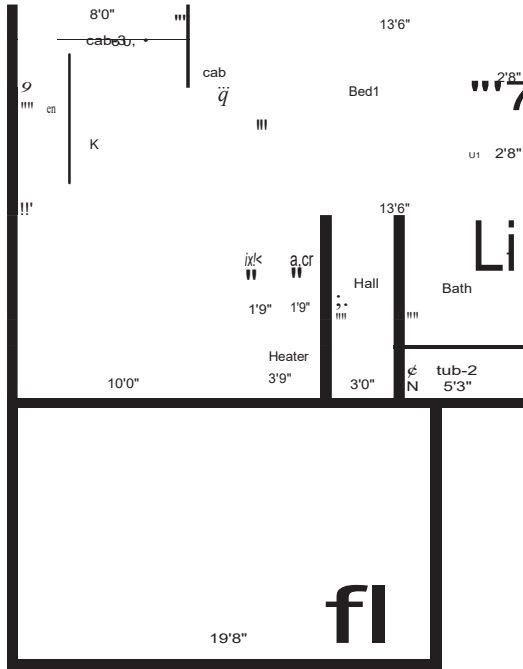


master unit 206 4x1

----+-



partner 104 5x2 these -master



- 3 bags web creete
- Extra base for stairs
- Rubber base in down stairs /stairs/hall upstairs
- Knockdown silver metals
- 1 stair nose silver

4/3/19



Oakland Affordable Housing Preservation Initiatives

EXHIBIT B SPECIFICATIONS AND WARRANTIES FOR SPECIFIED PRODUCTS

MANNINGTON®

Resilient Floors

Warranties and Floor Care

IMMEDIATELY AFTER INSTALLATION

- Keep traffic light during the first 24 hours so adhesive can dry properly.
- If the floor has been seamed, avoid stepping on the seam sealer for 24 hours so it can dry undisturbed.
- Avoid scrubbing or washing the floor for at least three days after installation. Spot clean the floor, avoiding all seams. Clean any adhesive residue with a clean, white cloth dampened with mineral spirits.*

CAUTION: *Mineral spirits are flammable liquids. Please follow precautions listed on the container.

LIMITED WARRANTY FOR RESIDENTIAL USE

Mannington warrants that the entire Resilient collection will be free from manufacturing defects, and for a period of years (indicated below) following the date of purchase, under normal household conditions*.

	Jumpstart BEST	Benchmark BETTER
Warranty Length	Limited 12 year	Limited 6 year
Permanently indent when proper floor protectors are used (refer to section Mannington Floor Care Instructions for additional information)	●	●
Permanently discolor or fade	●	●
Permanently stain from normal household stains or asphalt tracking	●	●
Yellow from exposure to rubber-backed mats	●	●
Wear through the wearlayer so that the printed pattern or design of the floor is altered	●	●
Permanently discolor from mold or mildew growth in the vinyl when installed directly over a concrete subfloor	●	●
Discolor from underlayment panels	●	●
Permanently scuff from shoe soles	●	

Rip, Tear, Gauge Warranty - Mannington warranty for the first 3 years that your floor will not rip, tear and gouge. Claims will be limited to a one time repair only.

REMEDIES AVAILABLE TO YOU

If your Mannington floor fails to perform as stated in the applicable Limited Warranty, Mannington will, at its option, (i) repair without charge the affected area to conform to the warranty; or (ii) replace the floor without charge with another Mannington Resilient floor of equal value and/or quality. If your floor was installed by a professional flooring contractor hired by you, Mannington will also pay for the professional labor cost to install your replacement floor for the time frame listed per the chart below.

	Jumpstart BEST	Benchmark BETTER
Labor Warranty if Professionally Installed	5 years	5 Years

If Mannington repairs or replaces a sheet as a result of a warranty claim, you will be required to clear at your expense any items placed over the affected area subsequent to the original installation.

Warranty coverage for a replacement floor will be limited to the remaining time of the original warranty.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE.

UNDER THE TERMS OF THESE LIMITED WARRANTIES, MANNINGTON WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE.

RIP, TEAR, GOUGE IS ONE TIME ONLY AND LIMITED TO OCCUPANT OR HOME OWNER.

Note: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES.

Note: Some States or Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO EXPRESS WARRANTIES MADE BY MANNINGTON COVERING THIS PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State in the U.S. or Province to Province in Canada.

IF YOU HAVE A WARRANTY CLAIM...

Contact the store where you purchased the floor and describe the problem. In many cases, your retailer can provide you with a solution to correct the situation. If you need additional assistance or wish to file a complaint, simply call Mannington Customer Care at 1-800-Floor-Us (1-800-356-6787) or file online at www.mannington.com.

Proof of purchase (store receipt) is necessary to verify all warranty claims. Our representatives will provide you with helpful information to address your concerns to walk you through the easy steps necessary to file a claim. We will make every effort to ensure your claim is processed quickly and fairly.

You may write to us at:

Mannington Mills, Inc.
Attn: Customer Care
P.O. Box 30
Salem, NJ 08079
Email: service@mannington.com

For your reference, fill in the following information and keep this sheet handy:

Pattern Number: _____

Purchase Date: _____

Retailer where you purchased your Mannington LVS Floor:

Store Phone Number: _____

LIMITED WARRANTY EXCLUSIONS AND CONDITIONS

- Mannington's Limited Warranties apply only to floors purchased after March 30, 2020. Proof of purchase is necessary to verify all warranty claims.
- The Limited Warranties do not apply to "seconds" or "mill trial" grade products.
- The Limited Warranties apply to residential use only and do not cover any commercial use.
- The Limited Warranties apply only to the original purchaser and the original installation site, and are not transferable.
- The Limited Warranties do not cover construction related damage.
- The Limited Warranties do not cover conditions caused by improper use or maintenance, such as:
 - loss of gloss or build-up of dulling film due to lack of maintenance or improper maintenance.
 - damage resulting from failure to follow floor care instructions.
 - scuffs, scratches, cuts, or damage or discoloration from carpet dyes, fertilizer or other chemicals.
 - damage caused by burns, flooding, fires and other accidents.
 - damage caused by abuse (i.e. dragging appliances, heavy or sharp objects across the floor without proper protection).
 - damage caused by vacuum cleaner beater bars or caster wheels.
 - use of mats that are labeled "non-staining".
 - failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic. Protectors must be the same diameter of the object and rest flat on the floor.
- The Limited Warranties do not cover fading or discoloration from heat or sunlight.
- The Limited Warranties do not cover variations of color, shade, gloss, or texture of the floor you purchase from those shown on samples or photographs.
- The Limited Warranties do not cover discoloration from mold or mildew growth in the vinyl caused by excessive moisture resulting from flooding, leaking plumbing or appliances, water entering through sliding glass doors or similar conditions.
- If your floor is replaced because of discoloration or staining from underlayment panels, mold or mildew growth or asphalt tracking, the replacement floor will not be warranted against future discoloration or staining.

RFCI STAND ALONE STATEMENT REGARDING MOLD AND MILDEW

Issues concerning mold and mildew are gaining increased attention from both residential and commercial property owners, as well as the public at large. In virtually all situations, if there is a mold issue, there is an excessive moisture issue. In order to prevent, control, or remediate mold and mildew, one must first identify, evaluate and eliminate the source of excessive moisture.

Prior to removing an existing floor following the RFCI Recommended Work Practices for Removal of Resilient Coverings (unless state or local law requires other measures) or installing a new floor, if there are visible indications of mold or mildew or the presence of a strong musty odor in the area where the flooring is to be removed or installed, the source of the problem should be identified and corrected before proceeding with the flooring work. Visible signs of mold or mildew, such as discoloration, can indicate the presence of mold or mildew on the subfloor, on the underlayment, on the back of the flooring and sometimes on the floor surface. If mold or mildew is discovered during the removal or installation of flooring, all flooring work should stop until the mold or mildew problem (and any related moisture problem) has been addressed. Before installing the new flooring, make sure the underlayment and/or subfloor is allowed to thoroughly dry and that any residual effect of excessive moisture, mold or structural damage has been corrected.

To deal with mold and mildew issues, you should refer to the U.S. Environmental Protection Agency (EPA) guidelines that address mold and mildew. Depending on the mold or mildew condition present, those remediation options range from cleanup measures using gloves and biocide to hiring a professional mold and mildew

remediation contractor to address the condition. Resilient flooring, because it is relatively nonporous, allows any mold and mildew on the flooring surfaces to be easily cleaned. Remediation measures may require structural repairs such as replacing underlayment and/or subfloor contaminated with mold or mildew as a result of prolonged exposure to moisture.

The EPA mold guidelines are contained in two publications: "A Brief Guide To Mold, Moisture and Your Home" (EPA 402-K-02-003) and "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001). Appendix B of the "Mold Remediation in Schools and Commercial Buildings" publication describes potential health effects from exposure to mold, such as allergic and asthma reactions and irritation to eyes, skin, nose and throat. These publications can be located on the EPA's website at www.epa.gov/iaq/molds/.

MANNINGTON FLOOR CARE INSTRUCTIONS

- Use doormats outside each entrance to your home to prevent dirt, sand, grit and other substances such as oil, asphalt and driveway sealer from being tracked onto your floor.
- To minimize potential staining from asphalt tracking, we suggest you use latex-based driveway sealer on your driveway.
- Close your curtains or blinds where extreme sunlight hits the floor. A combination of heat and sunlight causes most home furnishings to fade or discolor.
- Support furniture with wide-bearing, non-staining floor protectors. The protectors should be at least one inch in diameter, made of non-pigmented hard plastic, and rest flat on the floor. Nonstaining felt protectors are also acceptable. Make sure any metal protectors are rust-proof. Replace your narrow dome furniture rests with wide-bearing ones.
- If you need to move heavy furniture and/or appliances across the floor, always use strips of wood or hardboard runways to protect the floor. Always use runways even if you have an appliance dolly, or even if the heavy objects are equipped with wheels or rollers.
- Sweep your floor regularly (at least once per week).
- Prevent stains by wiping up spills immediately.
- Occasional mopping with Mannington Award Series® Rinse-Free Cleaner is recommended when dirt builds up and sweeping alone is not sufficient. Use a solution of 2 to 3 capfuls of Award Series® Cleaner (or clear, non-sudsy ammonia) in one gallon of warm water. Use of more than the recommended amount of cleaning solution may leave a dulling film. Do not use soap or detergent products as they will leave a dulling film. Rinsing is not required when using Mannington Award Series® Rinse-Free Cleaner, but if time permits, rinsing will provide the best care.
- Floors with NatureForm®, NatureForm Optix™ and NatureForm HD® visuals are low-gloss floors; use polish or "mop and shine" products only if you wish to make the floor shiny.
- All high-gloss floors will lose shine over time. To restore gloss, we recommend applying Mannington Award Series® High-Gloss Polish. Do not use wax. Do not buff. Be sure to thoroughly clean, rinse and allow the floor to dry completely prior to applying polish.
- After several applications of polish for a high-shine floor, an occasional stripping and reapplication of polish may be necessary. We recommend the use of Mannington Award Series® Heavy Duty Cleaner and Stripper. After thorough cleaning, rinsing and drying, we recommend applying Mannington Award Series® High-Gloss Polish to restore the shine. Do not use wax. Do not buff. High traffic areas may require more than one application of polish. Allow polish to dry "tack-free" between coats.

For complete instructions regarding the proper use of Mannington floor care products, refer to the package labels.

Caution: Resilient floors can be slippery when they become wet. Use extreme caution when walking on a wet floor.

The overall stain resistance of our Mannington Resilient floors is excellent and most spills will wipe off quickly and easily with a clean, white cloth. Removing certain substances may take a little extra effort, as outlined in the chart below.

Maintenance Chart

Stain/ Problem	Recommendation
Food, Beverages	If a substance is gummy, scrape off with a dull knife. Clean using Mannington UltraClean™ and a soft nylon pad or soft bristle brush. Saturate a clean, white cloth with bleach* solution, cover stain and allow to stand for no more than 1 hour.
Tar, Oil, Asphalt, Paint (Oil Based)	Scrape excess substance off with a dull knife. Clean using UltraClean and a soft nylon pad or soft bristle brush.
Scuffs, Marks, Scratches	Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol.**
Minor Cuts, Burns	Limit traffic over damaged area, cover with masking tape, contact your retailer or Mannington for advice.
Rust	Clean using Mannington Award Series® Heavy Duty Cleaner and Stripper and a soft nylon pad or soft bristle brush. Saturate a clean, white cloth with bleach* solution, cover stain and allow to stand for no more than 1 hour.
Lipstick, Antiseptics	Scrape off excess with dull knife. Clean using Mannington UltraClean and a soft pad or soft bristle brush. Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol. **If more cleaning is necessary, saturate a clean, white cloth with bleach* solution, cover stain and allow to stand for no more than one hour.
Crayon, Ink, Hair Dye, Permanent with Marker	Clean using Mannington UltraClean and a soft nylon pad or soft bristle brush. Wipe with a clean, white cloth dampened with lighter fluid, painter's naphtha or isopropyl alcohol.*
CAUTION:	*Please follow directions listed on the container. **Lighter fluid, painter's naphtha and isopropyl alcohol are flammable liquids. Please follow precautions listed on the container.

For items not covered by the chart, call Mannington Customer Care at 1-800-FLOOR-US (1-800-356-6787).

Be sure to register your new floor at Mannington.com/Register for a chance to win \$100 and for proper warranty coverage.

**SPECIFICATION DATA**

01.26.2016

Style Name: TOP STAR
 Style Number: E124
 Description: CUT PILE
 Fiber Content: 100 % PureColor™ Solution Dyed BCF Polyester
 Face Weight ozs/yd2: 30
 Finished Pile Thickness Inches: 15/32=0.468
 Gauge: 5/32 CP
 Tufts per Inch: 9
 Primary Backing: POLYPROPYLENE
 Secondary Backing: POLYPROPYLENE
 Total Weight ozs/yd2: 59.48
 Density ozs/yds3: 2230
 Twist information: 5 TURNS PER INCH AVG.
 Width: 12'0"
 Dye Method: SOLUTION DYED
 Treatment: SOIL & STAIN SHIELD
 Pattern Repeat: N/A
 Flammability: Pill Test(CPSC FF1-70): PASSED
 FHA DATA UM44D: MATERIALS RELEASE #1337
 MEA # 10381
 PAR 3.5
 CRI Certification: Meets CRI requirements
 NOTE: *All Specifications are subject to normal manufacturing tolerances*

<u>Colors:</u>	565 Taupe	510 Honey Beige	550 Latte
	720 Buff	775 Ash	540 Black Walnut
	701 Sawgrass	710 Camel	725 Dove
	945 Castle	530 Doeskin	571 Canyon Cliffs
	792 Harbor	580 Cashmere	730 Eggshell

Warranties*:

Stain Resistance:	Lifetime
Fade Resistance:	Lifetime
Pet Stains:	Lifetime
Soil Resistance:	15 Year
Abrasive Wear:	15 Year
Texture Retention:	15 Year
Manufacturing Defects:	15 Year

**Exclusions: Commercial installations or "main street" commercial installations (small offices, shops, lobbies, multi-family, etc.) outdoor installations or residential installations that are prone to being wet, such as bathrooms, laundry areas, kitchens, basements, garages, porches, or areas that receive excessive equipment wear such as home gyms.*

floorté[®] PRO

5 SERIES

OPTIMUM enhanced vinyl plank pro



117 Alabaster Oak



138 Ivory Oak



142 Gray Barnwood



150 Cinnamon Walnut



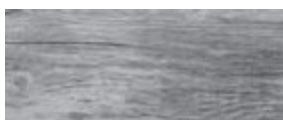
154 Almond Oak



203 Tawny Oak



452 Sienna Oak



507 Wheat Oak



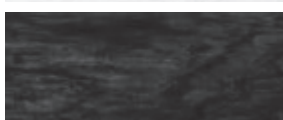
562 Neutral Oak



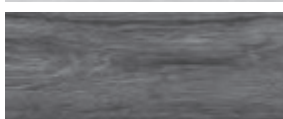
591 Oyster Oak



592 Shadow Oak



634 Sepia Oak



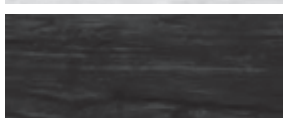
698 Auburn Oak



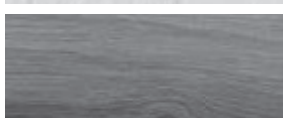
728 Jade Oak



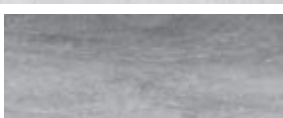
556 Smoky Oak



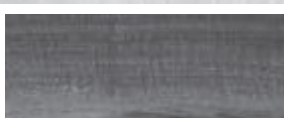
734 Umber Oak



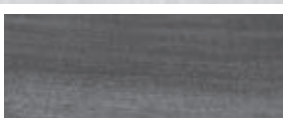
762 Hazel Oak



765 Tan Oak



802 Ginger Oak



820 Amber Oak

OPTIMUM

Optimum is 100% waterproof for a beautiful, high-performing floor and features Soft Silence™ acoustical pad for noise reduction and added comfort.

Style Number	Optimum 512C Plus VE210	Optimum 512G Plus VE211
Size	7" × 48"	7" × 48"
Thickness	4.8 mm	4.5 mm
Wear Layer	12 mil	12 mil
Finish	ArmourBead	ArmourBead
Edge Description	Micro Bevel	Micro Bevel
SF per Carton	18.68	27.99
SF per Pallet	1,494.36	1,539.45
Installation	Floating	Direct Glue
Installation Grade	Above, On, Below	Above, On, Below
Ortho-Phthalates Free	Yes	Yes
FloorScore Certified	Yes	Yes
Residential Warranty	30 year	30 year
Commercial Warranty	7 year	7 year

Suggested Adhesive for Optimum 512G Plus

Style Name	Style Number
Shaw T-180	126BA 4 gal

Coordinating Trim

VE210

VE211

Baby Threshold*	Multi-Purpose Reducer*	T-Molding*	Quarter Round	Stair Nose*	Baby Threshold*	Omni Trim	Quarter Round	Stair Nose
HSBT2	HSMP6	HSTM6	HSQT6	HSST6	HSBT2	HSUN1	HHQT1	HSSN1
94" L	72" L	72" L	94" L	94" L	94" L	94" L	94" L	94" L

* Packaged with Molding Track

TREADZ®



Center	HVCTR
Right	HVCAR
Left	HVCAL
White Riser	HVWR1*

*Packages of 3

SOFT SILENCE™ 
ACOUSTICAL PAD



Oakland Affordable Housing Preservation Initiatives

EXHIBIT C BID FORMS

Instructions: OAHPI generally replaces the flooring of an entire unit, which varies from two to five bedrooms, one bath room, a living room, a kitchen and a hallway. Refer to EXHIBIT A for typical floor plans. Please provide the proposed cost for the flooring jobs with the variables presented in the table below. The cost will include all labor, materials, supplies, administrative costs, overhead costs, travel, insurance, and associated fees (i.e. disposal) related to the job. OAHPI will use the negotiated cost for the flooring job as it relates to the type of unit and the scope of work. A small job will be pro-rated, based on the unit size and the most relevant task in the table below. For example, if the negotiated cost for a 3 bedroom to remove and replace the flooring with vinyl is \$1,000, and the scope was to remove and replace the living room, kitchen, bath and hallway with vinyl, which comprises 55% of the unit, the cost for the job will be \$550, or 55% x \$1,000.

Bid Form #1

	Years 1 and 2				Total Cost
	2 Bedroom (706 – 821 ft ²)	3 Bedroom (800 – 1,050 ft ²)	4 Bedroom (1,064 – 1,200 ft ²)	5 Bedroom (~1,550 ft ²)	
Remove cove base. Install vinyl and cove base <u>over existing layer</u> throughout unit.					
Remove cove base. Install vinyl plank and cove base <u>over existing layer</u> throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl and cove base throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl plank and cove base throughout unit					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl plank and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl plank and cove base for the rest of the unit.					
Total Cost for evaluation purposes					
Move furniture and appliance	Per hour rate		Total Moving Cost Assuming 8 hours for evaluation purposes only		
Underlayment /Floor Preparation	Per hour rate		Total Floor Prep Assuming 8 hours for evaluation purposes only		
			Total Cost including hourly rates		\$

Bid Form #2

	Years 3				Total Cost
	2 Bedroom (706 – 821 ft²)	3 Bedroom (800 – 1,050 ft²)	4 Bedroom (1,064 – 1,200 ft²)	5 Bedroom (~1,550 ft²)	
Remove cove base. Install vinyl and cove base <u>over existing layer</u> throughout unit.					
Remove cove base. Install vinyl plank and cove base <u>over existing layer</u> throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl and cove base throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl plank and cove base throughout unit					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl plank and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl plank and cove base for the rest of the unit.					
Total Cost for evaluation purposes					
Move furniture and appliance	Per hour rate		Total Moving Cost Assuming 8 hours for evaluation purposes only		
Underlayment /Floor Preparation	Per hour rate		Total Floor Prep Assuming 8 hours for evaluation purposes only		
				Total Cost including hourly rates	\$

Bid Form #3

	Years 4				Total Cost
	2 Bedroom (706 – 821 ft ²)	3 Bedroom (800 – 1,050 ft ²)	4 Bedroom (1,064 – 1,200 ft ²)	5 Bedroom (~1,550 ft ²)	
Remove cove base. Install vinyl and cove base <u>over existing layer</u> throughout unit.					
Remove cove base. Install vinyl plank and cove base <u>over existing layer</u> throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl and cove base throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl plank and cove base throughout unit					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl plank and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl plank and cove base for the rest of the unit.					
Total Cost for evaluation purposes					
Move furniture and appliance	Per hour rate		Total Moving Cost Assuming 8 hours for evaluation purposes only		
Underlayment /Floor Preparation	Per hour rate		Total Floor Prep Assuming 8 hours for evaluation purposes only		
			Total Cost including hourly rates		\$

Bid Form #4

	Years 5				Total Cost
	2 Bedroom (706 – 821 ft ²)	3 Bedroom (800 – 1,050 ft ²)	4 Bedroom (1,064 – 1,200 ft ²)	5 Bedroom (~1,550 ft ²)	
Remove cove base. Install vinyl and cove base <u>over existing layer</u> throughout unit.					
Remove cove base. Install vinyl plank and cove base <u>over existing layer</u> throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl and cove base throughout unit.					
Remove all layer(s) of flooring (vinyl and/or carpet) and cove base. Install vinyl plank and cove base throughout unit					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s). Remove and replace vinyl plank and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Install vinyl plank and cove base <u>over existing layer</u> for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl and cove base for the rest of the unit.					
Remove and replace carpet and carpet pad in bedroom(s) and living room. Remove and replace vinyl plank and cove base for the rest of the unit.					
Total Cost for evaluation purposes					
Move furniture and appliance	Per hour rate		Total Moving Cost Assuming 8 hours for evaluation purposes only		
Underlayment /Floor Preparation	Per hour rate		Total Floor Prep Assuming 8 hours for evaluation purposes only		
				Total Cost including hourly rates	\$

Total of All Bid Forms

	Year 1&2 (Total Cost from Bid Form #1)	Year 3 (Total Cost from Bid Form #2)	Year 4 (Total Cost from Bid Form #3)	Year 5 (Total Cost from Bid Form #4)	Total Cost for 5 Years
Total Cost per Year					

PROFILE AND CERTIFICATION FORM/QUALIFICATION STATEMENT

Exhibit D

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

NAME	TITLE	% OF OWNERSHIP

(2) 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

(3) **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.

- (4) 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: _____

- (5) 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.
- (6) 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.
- (7) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OHA's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. (Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/BusinessOpportunities/Section3))
- (8) 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".
- (9) 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
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SUBCONTRACTOR FORM**Exhibit E
(PAGE 1 OF 2)**

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

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

(Attach additional page if necessary.)

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

SBE - Small Business Enterprise

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

SUBCONTRACTOR FORM

(PAGE 2 OF 2)

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

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

Date _____

Name of Bidder _____

By _____

By _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

Exhibit F

Acknowledgment of Contract Clauses

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

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

OAHPI will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the vendor wishes to include therein and submits in writing a request for OAHPI to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY OAHPI, THEN THE VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.**

Failure of OAHPI to include such clauses does not give the successful vendor the right to refuse to execute the OAHPI's Contract Form. It is the responsibility of each prospective vendor to notify OAHPI, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. OAHPI will consider and respond to such written correspondence in the Addendum, and if the prospective proposer is not willing to abide by the OAHPI's response (decision), then that prospective vendor shall be deemed ineligible to submit a response to the solicitation.

Please sign below, hereby acknowledging the above:

Name of Firm: _____

Authorized Signature: _____

Date: _____

The enclosed "Acknowledgement of Contract Clauses" **MUST** be included with your response.

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.*

CONTRACT FOR _____SERVICE
BY AND BETWEEN
OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES
AND _____

This CONTRACT FOR _____SERVICE (“Contract”) is made on _____ (“Effective Date”) by and between the **OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES**, a California nonprofit public benefit corporation (“OAHPI”) and _____, _____, a California _____, (“CONTRACTOR”). OAHPI and CONTRACTOR are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, [In paragraph style tell a brief story of the background, necessity and purpose of the Contract.

WHEREAS, OAHPI Board of Directors 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;

WHEREAS,

WHEREAS,

WHEREAS,

WHEREAS, CONTRACTOR was the successful bidder in connection with OAHPI’s Invitation for Bids [OR RFP] No. _____for _____dated

_____, 2020 incorporated herein by this reference (“IFB No. 20XX-004”); and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein and in the [IFB No. 20XX-004], and agrees to provide such services to OAHPI.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor, material and equipment as outlined and specified in (i) the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, (ii) IFB No. 20XX-004 incorporated herein by this reference; and (iii) CONTRACTOR’s proposal submitted to OAHPI on _____ in connection with [IFB No. 2015-004] which is incorporated herein by this (collectively, “Service” or “Services”).

1.1 CONTRACTOR shall, as required by applicable code, law or regulation, provide all Services.

1.2 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract and CONTRACTOR agrees it can properly perform this work;

1.3 Acceptance by OAHPI of CONTRACTOR’s performance under this Contract does not operate as a release of CONTRACTOR’s responsibility for full compliance with the terms of this Contract.

1.4 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Contract and Exhibit “A,” to fully and adequately provide all services and OAHPI relies upon this representation. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to OAHPI that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the Term of this Contract.

2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on the Effective Date and continue in effect until _____, 2021 unless earlier terminated pursuant to paragraph 13 below (“Term”).

Contractor's Schedule of Performance is set forth in Exhibit _____.

2.1 Extension. At the discretion of OAHPI, OAHPI shall have the option to extend this Contract for ____ (____) **additional consecutive one (1) year periods**. The exercise of each extension must be first approved in writing by OAHPI and memorialized in a written amendment to this Contract executed by the Parties hereto. The cumulative period of performance under this Contract (including the initial Term) shall not exceed a total of **five (5) years with a completion/termination date of** _____. All applicable indemnification provisions in this Contract shall survive the termination of this Contract.

[For Option Years use below]

- a. **Initial Term. The Initial term of this Contract will begin on October 1, 2019, and end on September 30, 2021, unless earlier terminated as provided herein.**
- b. **First Option Term. OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2021 through September 2022 (“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. OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2022 through September 30, 2023 (“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. OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2023 through September 30, 2024 (“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/PAYMENT.

3.1 OAHPI will compensate CONTRACTOR for all services rendered, products provided and costs and expenses incurred for the Service as provided pursuant to this Contract and the Payment Schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference.

3.2 The maximum total amount of compensation paid to the CONTRACTOR by OAHPI pursuant to this Contract during the initial Term, including any OAHPI approved extensions, shall not exceed the maximum total sum of _____ **Dollars** (**\$ _____ .00**), including any expenses ("Maximum Contract Amount"). [In the event OAHPI exercises any of the options set forth in Section 3.1 above, OAHPI shall pay to Contractor the following annual amounts for performance of the Services; provided, however, in no event shall the maximum total amount of compensation paid to the CONTRACTOR by OAHPI pursuant to this Contract during the initial Term, plus an option periods, exceed the Maximum Contract Amount:

- a. First Option Term
- b. Second Option Term
- c. Third Option Term]

OAHPI is not responsible for any fees or costs above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by OAHPI in writing.

3.3 CONTRACTOR shall invoice OAHPI once services are rendered in accordance with Exhibit "A" attached hereto. OAHPI shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. OAHPI shall not be liable for any interest or late charges in the performance of this Contract.

3.5 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 sole responsibility to pay all taxes required by law, including self-employment social security tax. OAHPI will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract Services.

4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any additional services or incur additional expenses, outside of this Contract, without first receiving the express written consent to proceed from OAHPI in the form of an amendment to this Contract.

5. AMENDMENTS TO WORK PROGRAM. Any amendments or modifications to this Contract shall require the prior written approval of the OAHPI Board of Directors, unless such amendment or modification is within the delegated authority of the OAHPI Executive Director as authorized by the OAHPI Board of Directors. Such changes shall be mutually agreed upon by and between the Executive Director and CONTRACTOR and shall be incorporated in written amendments to this Contract.

6. INSPECTION OF SERVICES. All performances under this Contract shall be subject to inspection by OAHPI. CONTRACTOR shall provide adequate cooperation to OAHPI representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Contract or [IFB No. 20XX-004], OAHPI shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of this Contract and/or [IFB No. 20XX-004] at no additional cost to OAHPI. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, OAHPI shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to reflect the reduced value of the

services performed or products provided. OAHPI may also terminate this Contract for default and charge to CONTRACTOR any costs incurred by OAHPI because of CONTRACTOR's failure to perform.

CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit an OAHPI representative to monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time upon reasonable notice to CONTRACTOR.

1.1 INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and not an officer, employee or agent of OAHPI, and is solely responsible for its acts or omissions (and the acts and omissions of its agents and employees). The Contractor acknowledges and agrees that: (i) this Contract constitutes a "business-to-business" contract under section 2776 of the California Labor Code, and the Consultant is a "business service provider", and OAHPI is the "contracting business"; (ii) OAHPI has no control or direction of the means, methods, or techniques utilized by the Contractor in connection with performance and implementation of the Services; (iii) the Contractor is providing the Services directly to OAHPI and not to customers of OAHPI; (iv) the Contractor maintains a business location, which can include the Contractor's residence, separate from the business or work location of OAHPI; (v) the Contractor is customarily engaged in an independently established business of the same nature as the Services to be provided pursuant to this Contract; (vi) the Contractor is free to contract with other businesses or customers to provide the same, or similar, services and maintains a clientele without restrictions from OAHPI; (vii) the Contractor advertises and holds itself out to the public as available to provide the same or similar services as the Services; (viii) the Contractor provides its own tools, vehicles, and equipment to perform the Services, excluding any proprietary materials that may be necessary to perform the Services under the contract; (ix) the Contractor had the ability to negotiate the compensation set forth in this Contract; (x) the Contractor, consistent with the nature of the work to be performed under this Contract, can set its own hours and location of work in connection with the Services, (xi) the Contractor is not performing the type of work for which a license from the Contractors' State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, (xii) this Contract specifies the payment amount,

including any applicable rate of pay, for the Services to be performed, as well as the due date of payment for such Services, (xiii) if the Services are performed in a jurisdiction that requires the Contractor to have a business license or business tax registration, the Contractor has the required business license or business tax registration, and (xiv) the Contractor meets all of the other standards set forth in section 2776 of the California Labor Code to be considered an independent contractor, including meeting the Borello standard that governs independent contractor status (*see S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations (1989) 48 Cal.3d 341*). Neither the Contractor, nor any of the Contractor's officers, employees, subcontractors, sub-consultants, or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to OAHPI's employees. The Contractor expressly waives any claim it may have to any such rights. The Contractor will have no authority to bind OAHPI in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against OAHPI, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or authorized written amendments to this Contract.

7. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of OAHPI; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Contract, or for Parties named in [IFB No. 20XX-004] and agreed to under this Contract.

8. NO EXCLUSIVITY. This is not an exclusive agreement, and Contractor acknowledges that nothing in this Contract will be deemed to create any exclusivity for the benefit of Contractor, or otherwise waive, limit, or impair OAHPI's ability to contract with other third-parties providing the same or similar services as provided by the Contractor pursuant to this Contract.

9. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless OAHPI, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act, omission, or services of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives arising

out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (OAHPI employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of OAHPI; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to OAHPI the appropriate form of dismissal relieving OAHPI from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

OAHPI does not, and shall not, waive any rights that it may possess against Contractor because of acceptance by OAHPI, or the deposit with OAHPI, of any insurance policy or certificate required pursuant to this Contract. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Contractor contained in this Contract shall survive the termination and expiration of this Contract.

10. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold OAHPI and the Indemnitees harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, OAHPI herein refers

to the Housing OAHPI of the City of Oakland its directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

10.1 Workers' Compensation. If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of OAHPI.

10.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name OAHPI, as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

10.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name OAHPI, as Additional Insureds.

10.4 Professional Liability. CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting

Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

10.5 Cyber Liability Insurance. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, OAHPI requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to OAHPI.

10.6 General Insurance Provisions - All lines.

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by OAHPI Risk Manager. If OAHPI's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written

consent of OAHPI Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to OAHPI, and at the election of OAHPI's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with OAHPI, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish OAHPI with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by OAHPI Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to OAHPI prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless OAHPI receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until OAHPI has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An***

individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- d. It is understood and agreed to by the Parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and OAHPI's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds two (2) years; OAHPI reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in OAHPI Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to OAHPI.
- h. CONTRACTOR agrees to notify OAHPI of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

11. GENERAL.

11.1 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to OAHPI pursuant to this Contract, free from all liens, claims or encumbrances.

11.2 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, in connection with performance of the services set forth in this Contract. CONTRACTOR will comply with all applicable OAHPI policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

11.3 CONTRACTOR shall be liable for any damage caused by CONTRACTOR to any OAHPI properties during CONTRACTOR's performance of the services or authorized extra work, and such damage shall be repaired at the CONTRACTOR's sole expense.

11.4 Contractor represents and warrants that Contractor is registered to do business in the State of California with the California Secretary of State.

11.5 Contractor acknowledges that OAHPI may enter into agreements with other contractor or consultants for services similar to the services that are the subject of this Contract or may have its own employees perform services similar to the services contemplated by this Contract.

11.6 Without limiting Contractor's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against OAHPI relating to Contractor's performance or services rendered under this Contract, Contractor shall render any reasonable assistance and cooperation which OAHPI shall require.

12. TERMINATION.

12.1 OAHPI may terminate this Contract without cause at any time upon written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 OAHPI may, upon five (5) days written notice, terminate this Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Contract or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, OAHPI may proceed with the work in any manner deemed proper by OAHPI.

12.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Contract on the date specified in the notice of termination; and

(b) Transfer to OAHPI and deliver in the manner as directed by OAHPI any data, estimates, graphs, summary reports, or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to OAHPI.

12.4 After termination, OAHPI shall make payment only for CONTRACTOR'S performance, which has been completed and accepted by OAHPI, up to the date of termination in accordance with this Contract.

12.5 CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, CONTRACTOR shall not be entitled to any further compensation under this Contract.

12.6 If the termination is due to a default by CONTRACTOR OAHPI may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to OAHPI for any reasonable additional costs incurred by OAHPI to revise work for which OAHPI has compensated CONTRACTOR under this Contract, but which OAHPI has determined in its sole discretion needs to be revised in part or whole to complete the services required under this Contract. Following discontinuance of services, OAHPI may arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately fulfill its requirements under this Contract. In its sole and absolute discretion, OAHPI's representative may propose an adjustment to the terms and conditions of the Contract, including the Contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONTRACTOR and shall be performed as part of this Contract. In the event of termination due to a default by CONTRACTOR this Contract shall terminate

immediately upon CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause may be considered by OAHPI in determining whether to enter into future contracts with CONTRACTOR.

12.7 The rights and remedies of OAHPI provided in this Section are in addition to any other rights and remedies provided by law, in equity or under this Contract.

14. FORCE MAJEURE. If either Party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply, provided the other Party receives written notice of such force majeure event no later than five (5) calendar days after commencement of such force majeure event.

15. Reserved.

16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. CONTRACTOR agrees to inform OAHPI in writing of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with OAHPI's interests.

CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to OAHPI employees.

17. ADMINISTRATION. OAHPI Executive Director (or designee) shall administer this Contract on behalf of OAHPI. _____ shall administer this Contract on behalf of Contractor.

18. ASSIGNMENT. This Contract shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without prior written consent of OAHPI. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of OAHPI will be deemed void and of no force or effect.

19. NONDISCRIMINATION; EQUAL EMPLOYMENT. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

A. Additionally, in connection with employment, the Contractor will ensure that all applicants and employees are treated, 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. The Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. The Contractor will cause the foregoing provisions contained in this Section 19 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. The 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.

20. ALTERATION. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

21. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to individuals without reference to their ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability, sexual orientation, marital or domestic partner status, sex or gender identity.

22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of this Contract, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A and [IFB No. 20XX-004] and that services(s) will be performed by properly trained and licensed staff.

23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and OAHPI's regulations concerning confidentiality of records. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Contract. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; social security numbers, medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; OAHPI information or data which is not subject to public disclosure; OAHPI operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under

this Contract. The CONTRACTOR shall promptly transmit to OAHPI all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Contract or authorized in advance in writing by OAHPI, any such information to anyone other than OAHPI. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

24. WORK PRODUCT. All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Contract become the property of OAHPI. OAHPI reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct written authorization of OAHPI Executive Director or an authorized designee.

25. RECORDS AND DOCUMENTS. The Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or OAHPI officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least seven (7) years after the expiration of the term of this Contract.

26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives payment under this Contract which is later disallowed by OAHPI for nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the disallowed amount to OAHPI on request; or at its option OAHPI may offset the amount disallowed from any payment due to CONTRACTOR.

27. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.

28. LABOR STANDARDS. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Oakland, California, and the Parties waive any provision of law providing for a change of venue to another location.

30. WAIVER. Any waiver by OAHPI of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of OAHPI to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or estopping OAHPI from enforcement hereof.

31. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Contract.

32. NOTICES. Any notice or other communication required or permitted under this Contract shall be sufficiently given if delivered in person or sent by one of the following methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices or communications shall be deemed properly delivered to the respective Parties at the addresses set forth below, or such other addresses provided by the Parties in writing, and are deemed submitted as of the date personally delivered or two days after their deposit in the Unites States mail postage prepaid, or via overnight service:

OAHPI	Contractor
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33. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also includes CONTRACTOR's owners, officers, employees, representatives and agents.

34. SEVERABILITY. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. OAHPI. The undersigned represents and warrants that he or she has full power and OAHPI to enter into this Contract and to bind Contractor in accordance with the terms of this Contract.

36. NO THIRD PARTY BENEFICIARIES. The Parties to this Contract acknowledge and agree that the provisions of this Contract are for the sole benefit of the Contractor and OAHPI, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits, constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. In the event of any conflict between this Contract and any other written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

38. NON-LIABILITY OF OAHPI OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of OAHPI shall be personally liable to Contractor in the event of any default or breach by OAHPI or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Contract.

39. TIME OF PERFORMANCE

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

40. NON-EXCLUSIVE AGREEMENT

This is a non-exclusive agreement. OAHPI reserves the right to provide, and to retain other Contractors to provide services that the same or similar to the Services described in this Agreement.

41. TRAVEL. To the extent that travel has been explicitly authorized by OAHPI in writing under this contract, all travel expenses and costs for accommodations incurred by CONTRACTOR under this Contract shall be reasonable and shall not exceed the per diem rates for Oakland, CA, which were in effect for the period in which the travel occurred, which rates were established along with rates for the lower 48 continental United States (CONUS) and the District of Columbia, adopted by the U.S. General Services Administration (GSA). The rates can be found at gsa.gov. A daily per-diem may be charged by Contractor as an expense when performing services at OAHPI offices only, provided such per diem rate (i) does not exceed the amount permitted by GSA per day, and (ii) does not increase the Initial Term Contract Amount and Extension Term Contract Amount.

42. MARKETING AND LOGO USE. During the term of this Agreement, Contractor shall not have the right to use and/or display OAHPI's logos and trade names, or discuss this Agreement, for any type of marketing, advertisement, or promotional purposes, including, but not limited to, in connection with Contractor's website (or other 3rd party website), marketing materials (of either Contractor or through a 3rd-party), journals, or other types of communication of any kind, without the express prior written approval of OAHPI. Failure to comply with this provision shall constitute a material breach under this Agreement.

43. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A - Scope of Services; and
- ii. Exhibit B - Payment Schedule.

(Remainder of Page Intentionally Blank)

(Signatures on next page)

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Contract as of the date set forth above.

“OAHPI”

OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES, a California non-profit public benefit corporation

By: _____
Patricia Wells, Executive Director

Date: _____

“CONTRACTOR”

_____, a California

By: _____

Name: _____

Its: _____

Date: _____

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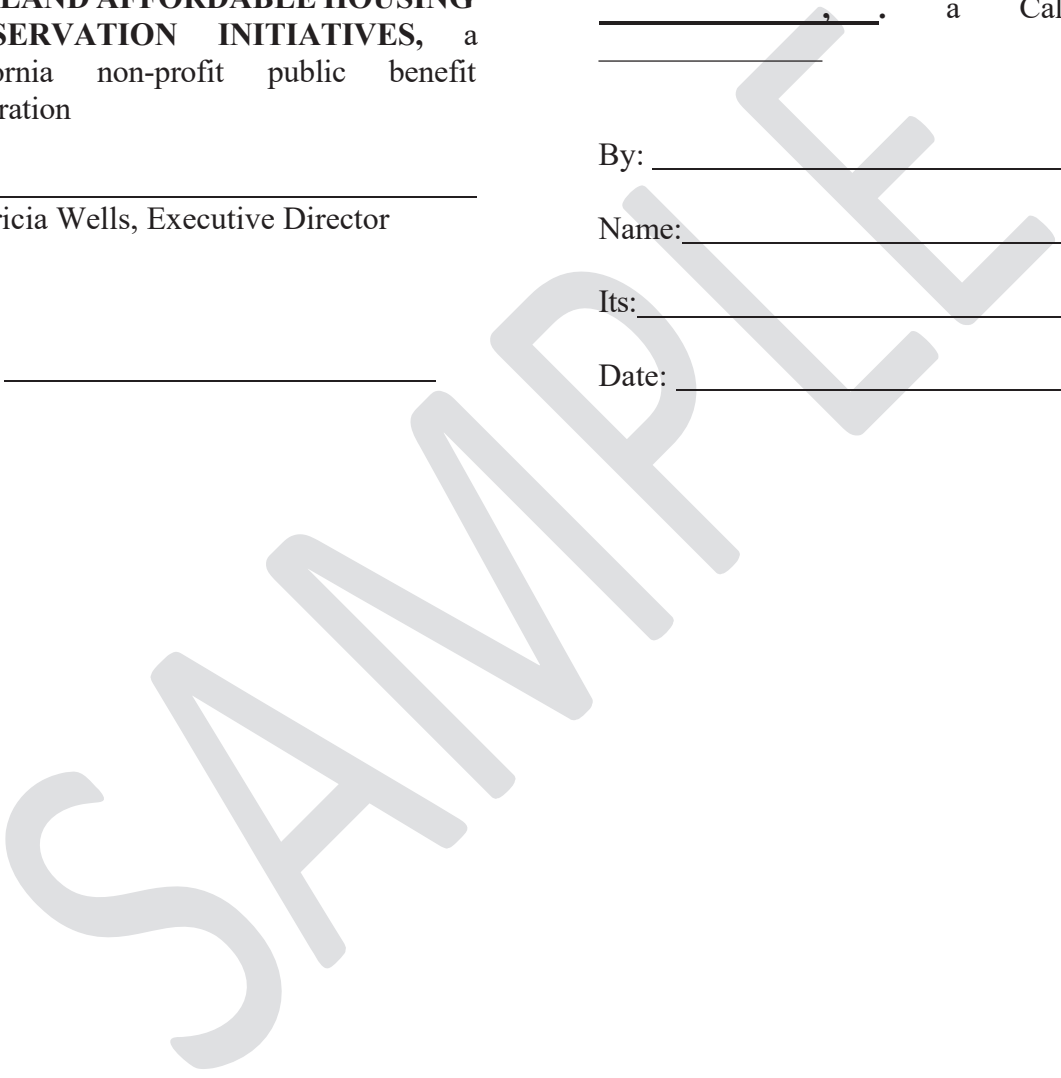


EXHIBIT “A”
SCOPE OF SERVICES

_____, _____, a California _____ (“Contractor”) shall provide the following services to Oakland Affordable Housing Preservation Initiatives (“OAHPI”) as required in the Contract for _____ Services (“Contract”):

1. All services set forth in IFB No. XX-XXX for _____ Services.
2. All services set forth in Contractor’s proposal submitted to OAHPI on _____ in connection with IFB No. XX-XXX.

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"
PAYMENT SCHEDULE

(behind this page)

***In no event shall any amounts expended by OAHPI exceed the maximum total amount set forth in the Contract.**

SAMPLE

SAMPLE

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by ("Consultant") and Oakland Affordable Housing Preservation Initiatives ("OAHPI") as of _____, 2021 ("Effective Date"). Consultant and OAHPI are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. Authority is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.
- B. In its ordinary course of business, OAHPI collects and maintains, among other things, personally identifiable information, the confidentiality of which is protected by the Privacy Act of 1974 (5 U.S.C. § 552a), other information relevant to OAHPI's administration of various affordable housing and tenant based rental assistance programs, OAHPI's information technology ("Information Technology") infrastructure information, deliberative process, and human resources related information ("HR Information").
- C. Pursuant to that certain Contract for _____ by and between OAHPI and Consultant dated _____, 2021 ("Contract") Consultant is assisting OAHPI in _____ and Consultant will have access to confidential information.
- D. OAHPI wishes to make the data available to Consultant for the administration and implementation of the Contract and to allow Consultant to use the data for the purposes for which the data is being provided or maintained, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement.

NOW, THEREFORE, upon receipt of such assurance of qualification and capability, it is hereby agreed between OAHPI and Consultant as follows:

ARTICLE 1. **INFORMATION SUBJECT TO THIS AGREEMENT**

Section 1.1 Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

Section 1.2 Definition. The following information shall be referred to herein as the "Confidential Information":

(a) all information or material provided by OAHPI or its agents that has or could have value or other utility in the business or prospective business of OAHPI or its subsidiaries, affiliates or associated parties. Confidential Information also includes all information provided by

OAHPI or its agents of which unauthorized disclosure could be detrimental to the interests of OAHPI or its subsidiaries, affiliates or associated parties whether or not such information is identified as Confidential Information by OAHPI. By example and without limitation, Confidential Information includes, but is not limited to, any and all such information of the following or similar nature, whether or not reduced to writing: correspondence, agreements and any other information or procedure that are treated as or designated secret or confidential by OAHPI,

(b) all tangible or intangible information and materials, in any form or medium, whether provided or disclosed by OAHPI or an affiliate of OAHPI, or accessed, observed or otherwise obtained by Consultant that is related to OAHPI's business, participants, clients (including identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, technology (including software, data bases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes (including deliberative processes), methodologies, know how, or other systems or controls by which OAHPI's services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived there from or based thereon,

(c) All OAHPI Information Technology infrastructure information, and

(d) Data collected or maintained by OAHPI containing personally identifiable information, the confidentiality of which is protected by the Privacy Act of 1974 (5 U.S.C. § 552a) (the "Privacy Act"), Federal HIPPA regulations and State of California Welfare and Instructions Code Section 5328 regarding confidentiality, including, but not limited to the following:

(1) Case notes summarizing communications with applicants, tenants, landlords, clients, or program participants;

(2) Landlord mailing addresses, landlord phone numbers, landlord emails, or other landlord identifying information;

(3) Tenant names, tenant phone numbers, tenant emails, or other tenant identifying information;

(4) Documents related to tenant personal or household income;

(5) Information that would allow the public to discern if a unit occupant participates in a housing assistance program; and

(6) Lease terms, including but not limited to, the total amount of monthly rent due under the lease, amount of monthly rent arrears, penalties, fees, or other utility charges.

(e) The term "personally identifiable information" used herein shall mean personally identifiable information that can be used alone or in conjunction with any other

reasonably available information, to identify a specific individual. Personally identifiable information includes, but is not limited to, an individual's name or the name of that individual's parents or guardians, social security number, driver's license number, identification number, specific home address, biometric records, date of birth, place of birth, or mother's maiden name. Additionally, the definition of the Privacy Act shall include the definition of Personally Identifiable Information contained in U.S. Department of Housing and Urban Development ("HUD") Notice PIH 2015-06, as may be amended, supplemented or superseded by HUD.

Section 1.3 Form of Confidential Information. Confidential Information under this Agreement may be in various forms, including, but not limited to, digital or written format, CD-ROMs, electronic data, hard copy, emails, in-person and virtual communications etc.

Section 1.4 Use of Confidential Information.

(a) Consultant shall not to disclose the Confidential Information or use such Confidential Information for any purpose other than in connection with, and in furtherance of, the Contract, and as permitted by this Agreement. Consultant acknowledges that he/she has and/or will receive access to such information in confidence and may receive or obtain further access to Confidential Information which is not available to the general public, and which is kept confidential. OAHPI is willing to provide Confidential Information to Consultant under the terms and conditions set forth herein for the purpose of allowing Consultant to implement and administer the Contract. Consultant agrees to protect such Confidential Information from disclosure to anyone other than OAHPI's Board of Commissioners, authorized employees, advisers, agents, attorneys, financiers and to such entities or persons to whom Consultant or OAHPI may owe a legal obligation to disclose such information or whose approval is necessary to administer the Contract. Each Party shall implement appropriate measures to protect against unauthorized use of, or access to, the Confidential Information. The Consultant may only use the Confidential Information in a manner and for a purpose consistent with this Agreement and the Contract. In addition, Consultant will comply with all provisions of State of California and federal law as to confidentiality of Confidential Information, including, but not limited the requirements of the Privacy Act of 1974 (5 U.S.C. §552a), Information Practices Act of 1977, the Fair Debt Collections Practices Act, California Public Records Act (Ca. Government Code Section 6250 et seq.), and provide written notice to OAHPI of any breaches thereof.

(b) Consultant may only disclose the Confidential Information to another party with the OAHPI's prior written consent, which may be withheld at the sole discretion of OAHPI; provided, however, all parties receiving Confidential Information shall be bound by the applicable terms of this Agreement. In the event Consultant becomes aware of any threatened or actual incidents concerning unauthorized use of, or access to such Confidential Information, Consultant will take appropriate actions to address all such incidents, including but not limited to notifying OAHPI, in writing, as promptly as possible, to enable OAHPI to expeditiously implement its response program. The Consultant will assist OAHPI in such implementation, and shall proceed diligently to terminate such unauthorized access, curtail such threatened or actual unauthorized use or disclosure, and recover such information and materials. Consultant agrees to cooperate with OAHPI in every reasonable way to help OAHPI regain possession of the Confidential Information and prevent any future unauthorized use.

Section 1.5 Protection of Confidential Information. To protect the Confidential Information,

(a) Consultant will hold all Confidential Information received from OAHPI, its employees, consultants, board members and agents in strict confidence and will take reasonable care to prevent disclosure of such material to others. Upon termination of Consultant's duties, Consultant shall return to OAHPI, within twenty-four (24) hours of such termination and/or request by OAHPI, any and all digital or written copies of any Confidential Information in Consultant's possession in whatever form the Confidential Information may exist.

(b) Consultant will not disclose the Confidential Information to others unless expressly authorized by the Executive Director of OAHPI.

(c) The Consultant shall not use any of the Confidential Information to engage in any activities that would compete with OAHPI or any of its affiliates without the prior written consent of the Executive Director of OAHPI.

(d) Consultant will not publish the Confidential Information unless expressly authorized by the Executive Director in writing. Publication of the Confidential Information includes, but is not limited to, posting Confidential Information by written or oral communication, including but not limited to, on social media or other electronic means.

Section 1.6 Exceptions to Obligations.

(a) Consultant shall have no obligation with respect to any information that: (i) became known to Consultant prior to OAHPI's disclosure of the Confidential Information to Consultant; (ii) is, or subsequently becomes, generally available to the public without Consultant's breach of its obligation under this Agreement; (iii) is obtained by Consultant from a third party having a right to disclose such information; (iv) is independently developed by Consultant; or (v) except as limited in subsection (b) below, is required by law, governmental directive or court order to be disclosed by Consultant.

(b) In the event Consultant is required to disclose any Confidential Information by law, governmental directive or court order, Consultant may comply with such disclosure requirement, unless OAHPI, at its own expense, is successful in having the effect of such requirement stayed, revised, rescinded or otherwise nullified. In all events, Consultant agrees to promptly notify the OAHPI's Chief Officer of Program and Finance Administration (COPFA), or Human Resources Director in the event the COPFA is unavailable, if at any time a request or demand of any kind is made to Consultant to disclose any Confidential Information. OAHPI shall have the right, at its cost, to intervene in any proceeding in which Consultant is being asked to disclose any of the Confidential Information.

Section 1.7 Term. This Agreement is effective as of the Effective Date and shall remain in effect for the duration of the Contract and for 2 years after the termination of such Contract, unless terminated earlier as provided herein.

ARTICLE 2.
LIMIT ON DISCLOSURE

Section 2.1 No other Disclosure. Consultant shall not use or disclose Confidential Information for any administrative purposes unrelated to the Contract nor may the Confidential Information be applied in any manner to change the status, condition, or public perception of any individual on whom Confidential Information is maintained.

Section 2.2 No Publication or Release. Consultant shall not make any publication or other release of Confidential Information listing information regarding individuals even if the individual identifiers have been removed.

Section 2.3 Collection of Additional Information. Except in connection with administration and implementation of the Contract, Consultant shall not use Confidential Information to identify individuals for re- contacting or new information collection unless the Consultant has obtained advance written approval from OAHPI's Executive Director or designee.

Section 2.4 Disclosures Required by Law. Consultant shall only disclose the Confidential Information as expressly permitted hereunder, unless otherwise required by law.

Section 2.5 Notice of Information Request. Consultant shall notify OAHPI in writing immediately upon the receipt of legal, investigatory, or other demand for disclosure of Confidential Information.

Section 2.6 Notice of Breach. Consultant shall notify OAHPI immediately in writing upon discovering any breach or suspected breach of security or any disclosure of Confidential Information to unauthorized parties or agencies.

Section 2.7 Criminal Liability. Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other applicable statutes. In the event of improper use or disclosure of the Confidential Information, the Consultant agrees to report the incident immediately to OAHPI in writing and to cooperate fully with OAHPI. Waiting over 24 hours after learning of an improper disclosure to report to OAHPI shall be considered a violation of this Agreement.

Section 2.8 Indemnification and Injunctive Relief. Consultant shall save, defend, indemnify and hold harmless OAHPI, its officials, employees and agents (the "Indemnitees") against liability for any suits, actions, judgments, injuries, damages, expenses, losses, or claim of any character, including attorney's fees, arising from, or relating to the conduct, acts or omissions of Consultant, their officials, employees, partners, agents, contractors or subcontractors in connection with the performance of obligations under this Agreement. The Parties acknowledge that the unauthorized use of OAHPI's Confidential Information by Consultant, its employees or agents would cause irreparable harm and significant injury to OAHPI. Consultant further acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure

of the Confidential Information. Accordingly, Consultant agrees that OAHPI shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Notwithstanding the foregoing, no Indemnitee shall be indemnified by Consultant against liability for any suits, actions, judgments, injuries, damages, expenses, losses, or claim of any character arising from, or relating to, negligent acts or willful misconduct of the Indemnitee in the performance of its obligations under this Agreement.

Section 2.9 Remedies. Without limiting the indemnification obligations set forth in Section 2.8 above, and in addition to other remedies discussed herein, in the event that Consultant violates this Agreement, OAHPI will be entitled to: (a) injunctive or mandatory relief against the Consultant including a temporary, preliminary and permanent court order restraining any further breach of this Agreement; (b) monetary damages; and (c) any other legal or equitable remedy or relief.

ARTICLE 3. **SECURITY REQUIREMENTS**

Section 3.1 Maintenance of and Access to Confidential Information.

(a) Consultant shall retain the original version of the Confidential Information at a single location and may make no copy or extract of the Confidential Information available to anyone except Consultant personnel authorized by OAHPI as necessary for the purpose of implementing and administering the Contract.

(b) Consultant shall maintain Confidential Information (whether maintained on a personal computer or on printed or other material) in a space that is limited to access by authorized Consultant staff.

(c) Consultant shall ensure that access to Confidential Information maintained in computer memory is controlled by password protection. Consultant shall maintain all print-outs, CD-ROMS, or other physical products containing personally identifiable information derived from Confidential Information in locked cabinets, file drawers, or other secure locations when not in use.

(d) OAHPI shall have the right, at any time, to withdraw Consultant's access to a password and/or change Consultant's password. Consultant shall not share his/her password with anyone.

(e) Consultant shall ensure that all printouts, tabulations, and reports are edited for any possible disclosures of Confidential Information.

(f) Consultant shall, in conjunction with the OAHPI Information Technology administrator, establish security protections to ensure that Confidential Information cannot be used or taken by unauthorized individuals.

(g) Consultant shall comply with OAHPI's Information Technology Ethics Policy.

Section 3.2 Retention of Confidential Information.

Consultant shall return to OAHPI all Confidential Information or destroy the data under OAHPI supervision or by approved OAHPI procedures when the analysis, research, or evaluation of the Confidential Information that is the subject of this Agreement and the Contract has been completed or this Agreement terminates, whichever occurs first.

ARTICLE 4.
MISCELLANEOUS

Section 4.1 Termination. OAHPI shall have the right to terminate this Agreement, without cause, upon three (3) calendar days prior written notice to Consultant. OAHPI shall have the right to terminate this Agreement immediately for cause, upon the breach of this Agreement by Consultant.

Section 4.2 Ownership of Confidential Information. All Confidential Information shall remain the property of OAHPI. By disclosing the Confidential Information to Consultant under the terms and conditions of this Agreement, OAHPI does not grant any express or implied right or license to Consultant to, or in, OAHPI's Confidential Information, or in any modification, derivation, enhancement or improvement thereof.

Section 4.3 Amendments. This Agreement may be amended, extended, or terminated by mutual written agreement between the Consultant and OAHPI.

Section 4.4 Compliance with Laws. Consultant shall comply with all applicable Federal, State and local laws and regulations, in connection with performance under this Agreement.

Section 4.5 No Assignment. The rights, duties and obligations of Consultant under this Agreement are personal to the Consultant and the Consultant may not assign any of Consultant's rights, duties or obligations hereunder. Any assignment or purported assignment of this Agreement by Consultant without the prior written consent of OAHPI will be deemed void and of no force or effect.

Section 4.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 4.7 Waivers. Any waiver by OAHPI of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of OAHPI to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping OAHPI from enforcement hereof. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of

OAHPI, its agents, or employees, but only by an instrument in writing signed by an authorized officer of OAHPI.

Section 4.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. The Exhibits to this Agreement are hereby incorporated into this Agreement by this reference. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, but not limited to, California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived by the Parties.

Section 4.9 Survival of Obligations. All obligations created by this Agreement shall survive change or termination of the Parties' business relationship. Termination shall not abrogate Consultant's obligations hereunder for Confidential Information received prior to the date of termination. The nondisclosure provisions of this Agreement shall survive the termination hereof and shall continue until written permission is obtained from OAHPI releasing Consultant from its confidentiality obligations hereunder.

Section 4.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this Agreement shall be effectuated by electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

Section 4.11 Venue. This Agreement will be construed and enforced in accordance with the substantive laws of the State of California without regard to choice of law principles in effect in California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

"OAHPI"

OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES, a California non-profit public benefit corporation

By: _____
Patricia Wells, Executive Director

Consultant certifies and acknowledges that he/she has read and understands the terms and provisions of this Agreement and voluntarily accepts the duties and obligations set forth herein

"CONSULTANT"
[INSERT ENTITY NAME]

By: _____

Name: _____

Its: _____

Date: _____

Exhibit G



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