



Oakland Housing  
Authority

**Quote #18-010**  
**Executive Search Firm for the Position of IT Director**

**Addendum #1**

**Date issued and released: August 20, 2018**

**Responses to Questions:**

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

**Question #1:** How many recruitment firms make the final cut for an oral interview?

**Answer #1:** The Oakland Housing Authority only needs one firm.

**Question #2:** What is the salary of the successful candidate for the position of IT Director?

**Answer #2:** The salary would be Pay range 20 which is \$5,4021.43-\$6,264.01 biweekly.

**Question #3:** Can I have a copy of a sample contract used by Oakland Housing Authority?

**Answer #3:** Please see sample attached contract.

**Question #4:** Can I have a name of a firm of past successful bidder, along with rates and terms of the past successful bidder's contract? (Position similar in scope and size)

**Answer #4:** The Oakland Housing Authority has no position similar in scope and size to Quote 18-010, Executive Search Firm for the Position of IT Director.

**Question #5:** A copy of past successful RFP response?

**Answer #5:** The Oakland Housing Authority has never issued a request for proposal for an executive search firm to refer potential IT Director candidates to OHA.

# SAMPLE OHA LEGAL SERVICES CONTRACT

## OAKLAND HOUSING AUTHORITY

### LEGAL SERVICES CONTRACT

This LEGAL SERVICES CONTRACT ("Contract") is entered into as of \_\_\_\_\_, 2008 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF OAKLAND, a public body, corporate and politic ("OHA"), and \_\_\_\_\_ (the "Attorney").

NOW, THEREFORE, OHA and the Attorney agree as follows:

#### 1. SCOPE OF SERVICES

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

#### 2. TIME OF PERFORMANCE

The term of this Contract shall begin on the Effective Date and continue for two (2) years, with two (2) one (1)-year renewal options unless terminated earlier as herein provided.

#### 3. COMPENSATION, BILLING RATES, AND METHOD OF PAYMENT

A. Compensation. The maximum annual amount payable for this Contract is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Any increase in the maximum amount payable must be approved by the OHA Board of Commissioners. OHA shall compensate Attorney according to the rate schedule attached as Exhibit B. Costs will be billed in addition to professional fees.

- (1) Billings are to be directed to Accounts Payable Finance Department, Oakland Housing Authority, 1619 Harrison Street, Oakland, CA 94612.
- (2) Invoices shall be accompanied with the following information, which may be supplied by computer printout:
  - (a) a summary, listing names of attorneys and paralegals who provided legal services, total hours for each and their hourly rates;
  - (b) number of hours worked per attorney or paralegal, on a daily basis;
  - (c) brief description of actual work done by each person (detailed narratives are not necessary), on a daily basis; and
  - (d) itemization of disbursements and costs.

## SAMPLE OHA LEGAL SERVICES CONTRACT

- (3) Payments made by Attorney to others, including other firms and/or witnesses, for services in connection with the matter shall be included in the statement and supporting invoices shall be attached to the billing.

B. Method of Payment. Attorney will submit monthly billing invoices to OHA. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered and costs incurred, and supporting documentation. OHA staff will review these invoices and take reasonable steps to secure payment within 30 days of receipt.

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

D. Benefits. Attorney will not be eligible for, and will not participate in, any health, pension, or other benefit of OHA which exists solely for the benefit of OHA employees during the Contract term.

#### 4. NO PERSONAL LIABILITY

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

#### 5. ASSIGNMENT OF CONTRACT

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

#### 6. EXAMINATION AND RETENTION OF RECORDS

A. Access shall be given by the Attorney to OHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers or other records of the Attorney which are directly pertinent to this Contract, for the purpose of making an audit, examination, excerpts, and transcripts.

B. Attorney shall retain all records pertinent to this Contract for three (3) years after OHA has made final payment and all related pending matters are closed.

#### 7. CONFIDENTIALITY/PROPERTY OF OHA

All of the reports, information, data or other materials under this Contract, including Attorney's opinions and conclusions based upon such items, are confidential. Unless otherwise

## SAMPLE OHA LEGAL SERVICES CONTRACT

stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OHA.

### 8. HUD REQUIREMENTS

Attorney agrees to comply with all relevant HUD requirements including the Section 3 Clause, attached hereto as Exhibit C and HUD Form 5370-C (10/2006), attached hereto as Exhibit D. In the event there is a conflict between this Contract and the HUD requirements set forth in Exhibits C and D, the HUD requirements shall prevail.

### 9. INDEMNIFICATION

Attorney shall defend, hold harmless and indemnify OHA and its commissioners, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability, including attorneys' fees, arising out of or connected with Attorney's performance of this Contract and any of Attorney's operations or activities related to this Contract, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

### 10. INDEPENDENT CONTRACTOR

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

### 11. INSURANCE

Attorney must comply with OHA's "Insurance Requirements for Consultants" attached hereto as Exhibit E.

### 12. DISCLAIMER OF GUARANTY

Although Attorney may offer an opinion about possible results regarding any specific matter handled by Attorney, Attorney cannot guarantee any particular result. OHA acknowledges that Attorney makes no promises about the outcome of any specific matter and any opinion offered by Attorney in the future will not constitute a guaranty.

## **SAMPLE OHA LEGAL SERVICES CONTRACT**

### **13. CONFLICTS OF INTEREST**

Pursuant to the State Bar Act, California Business and Professions Code Section 6000 *et sequitur*, and the California State Bar Rules of Professional Conduct, the attorney/law firm must disclose any conflicts of interest which would prevent it from representing OHA, or which might prevent it from representing OHA without OHA's informed written consent. At this time Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for OHA under this Agreement. As long as Attorney's services for OHA continue under this Agreement, Attorney will not agree to provide legal services for any such party without OHA's prior written and informed consent.

### **14. NONDISCRIMINATION**

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

### **15. TERMINATION**

OHA may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including but not limited to, convenience of OHA, default by the Attorney, or circumstances beyond the control of the Attorney. Upon giving OHA reasonable written notice, Attorney will have the right to withdraw as counsel for any reason permitted by the applicable rules of professional conduct, including failure to comply with the provisions of this agreement. In the event of any termination, OHA shall compensate the Attorney for work appropriately completed as of the date of the termination notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, OHA shall be under no further obligation to the Attorney, financial or otherwise.

### **16. MISCELLANEOUS PROVISIONS**

A. Notices. All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

**SAMPLE OHA LEGAL SERVICES CONTRACT**

If to OHA:                   Housing Authority of the City of Oakland  
                                  1619 Harrison Street  
                                  Oakland, CA 94612  
                                  Attn: \_\_\_\_\_

If to Attorney: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

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

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

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

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

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

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

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

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

I.     Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.

**SAMPLE OHA LEGAL SERVICES CONTRACT**

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

K. Designated Representative. The initial designated representative for OHA for this Contract is \_\_\_\_\_. The initial Attorney designated representative for this Contract is \_\_\_\_\_.

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

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

\_\_\_\_\_  
Federal Tax Identification No.

HOUSING AUTHORITY OF THE CITY OF  
OAKLAND, a public body, corporate and politic

By: \_\_\_\_\_  
Jon Gresley, Executive Director

**SAMPLE**

**EXHIBIT A  
SCOPE OF SERVICES**

**[Attach a description of the services to be provided]**



**SAMPLE**

**EXHIBIT B  
BILLING RATES**

***ATTORNEYS AND RATE SCHEDULE***

**[Attach list with agreed upon rate schedule, including  
hourly rates for attorneys and paralegals, and reimbursable expenses]**

**SAMPLE**

**EXHIBIT C  
SECTION 3 CLAUSE**

**Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135)**

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Attorney will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Attorney will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subAttorney is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 15. The Attorney will not subcontract with any subAttorney where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subAttorney has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contactor, its successors and assigns. Failure to fulfill these requirements shall subject the Attorney, its subAttorneys, successors and assigns to those sanctions specified by 24 CFR Part 135.

**SAMPLE**

**EXHIBIT D**

**HUD Form 5370-C (10/2006)**

**SAMPLE**

**EXHIBIT E  
INSURANCE REQUIREMENTS**

***INSURANCE REQUIREMENTS FOR CONSULTANTS***

Consultant 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, his agents, representatives, or employees.

*Minimum Scope of Insurance*

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

*Minimum Limits of Insurance*

Consultant shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br><br>(Including operations, products and completed operations, as applicable.) | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.  |
| 3. Employer's Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.  |
| 4. Errors and Omissions Liability:   | <b>\$1,000,000</b> per occurrence.  |

*Deductible and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by OHA. At the option of OHA, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OHA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to OHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## SAMPLE

### *Other Insurance Provisions*

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1. OHA, its officers, officials, 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; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects OHA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OHA, its officers, officials, employees or volunteers shall be excess of the Consultant'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 OHA.
4. 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.

If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions coverages are written on a claims-made form:

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

### *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 OHA. Exception may be made for the State Compensation Insurance Fund when not specially rated.

### *Verification of Coverage*

Consultant shall furnish OHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by OHA before work commences. OHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.