



Oakland Housing  
Authority

May 23, 2014

Gentlemen/Ladies:

**SUBJECT: Request for Proposal (RFP) NO. 14-003 Market Analysis for Potential Condominium Conversion at 2011 7<sup>th</sup> Avenue, Oakland, CA.**

The Housing Authority of the City of Oakland invites proposals from Market Analysis for Potential Condominium Conversion at 2011 7<sup>th</sup> Avenue, Oakland, CA. consultants.

**Proposals will be accepted on the first floor at 1801 Harrison Street, Oakland, CA. until 10 a.m. (local time), June 16, 2014.** Offers received after this date and time will be rejected without consideration.

Questions of a procedural nature may be directed to Loren Morgan at (510) 587-2172.

We look forward to receiving your proposal.

Sincerely,

*for* Eric Johnson  
Executive Director  
Oakland Housing Authority  
1619 Harrison Street, Oakland, CA 94612



California Affordable Housing Initiatives, Inc.

## REQUEST FOR PROPOSALS

#14-003

**Market Analysis for Potential Condominium  
Conversion at  
2011 7<sup>th</sup> Avenue, Oakland, CA**

<b>RFP Issued</b>	May 23, 2014
<b>Questions Due</b>	June 10, 2014 @ 10:00 AM
<b>Addendum Issued</b> (if applicable)	June 12, 2014 @ 4:00 PM
<b>Proposal Due</b>	June 16, 2014 @ 10:00 AM

**Contract Compliance & General Services (CCGS) Department  
California Affordable Housing Initiative (CAHI)  
1801 Harrison Street, First Floor, Oakland, CA 94612  
e-mail: [CCGS@oakha.org](mailto:CCGS@oakha.org)**

**Contact person for the above RFP: Loren Morgan  
Email: [ccgs@oakha.org](mailto:ccgs@oakha.org) / 510-587-2172**

**REQUEST FOR PROPOSALS (RFP) # 14-003**  
**Market Analysis for Potential Condominium Conversion**  
**at 2011 7<sup>th</sup> Avenue Oakland, CA**

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Documents (in the order of the RFP package)		MUST be submitted with Proposal
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# 1. GENERAL INFORMATION

## 1.1 RFP Introduction

California Affordable Housing Initiatives, Inc. (CAHI), a nonprofit affiliate of the Oakland Housing Authority, hereinafter designated as "Owner", invites proposals from companies (Consultant) to submit a Proposal in response to this Request for Proposals ("RFP #14-003") for Market Analysis for Potential Condominium Conversion at 2011 7<sup>th</sup> Avenue Oakland, CA.

The Consultant should be highly familiar with the condominium market in the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda and San Leandro). The Consultant must demonstrate experience with preparing detailed market and project feasibility analyses, identifying the potential buyers, quantifying potential consumer demand, determining appropriate level of rehabilitation, determining pricing structure and absorption, and determining alternative development strategies, if any, to maximize return on investment.

For further information and/or updates on this bid or any other CAHI project, you may go to the CAHI website at [www.oakha.org/](http://www.oakha.org/) Select Procurement/ Active Bids. Also, the bid will be place on DemandStar.com.

## 1.2 CAHI Reservation of Rights

1. CAHI reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by CAHI to be in its best interests.
2. CAHI reserves the right not to award a contract pursuant to this RFP.
3. CAHI reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
4. CAHI reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
5. CAHI reserves the right to negotiate the fees proposed by the proposer entity.
6. CAHI reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
7. CAHI reserves the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By submitting a proposal each proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CCGS Contact Person in writing no later than five days from the date the RFP was issued of the

discovery of any item listed herein or of any item that is issued thereafter by CAHI that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve CAHI, but not the prospective proposer, of any responsibility pertaining to such issue.

8. CAHI is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to CAHI.

### **1.3 Project Background**

CAHI is exploring the feasibility of converting a CAHI-owned vacant 6-unit walk up building into a 6-unit condominium located at 2011 7<sup>th</sup> Avenue (the "Property") in the Ivy Hill neighborhood of Oakland near Lake Merritt.

The 6-unit Property is 100% vacant. CAHI's primary goal is to redevelop the site and return it to productive use. The Property was constructed in approximately 1968 and has been used as public rental housing since that time. All units contain three (3) bedrooms and one (1) bathroom. The average square footage per unit is 919 square feet. The Property is a three story Type V building with no elevator. Parking is provided in ten (10) tuck-under parking spaces.

The anticipated consumers are entry-level and moderate-income buyers. CAHI's minimum financial return expectations are 100% cost recovery which includes administrative fees to cover the cost of its professional staff who are engaged in this project. However, CAHI seeks maximum return on its investment in order to further its affordable housing mission, which includes exploring this project as an improvement to the neighborhood.

The selected Consultant may be retained under this competitive procurement to assist CAHI with other aspects this or other condominium developments, subject to the performance of the Consultant and mutually agreeable amendments to any initial scope of work and contract amount.

## **2. SCOPE OF WORK**

The following identifies the primary core detailed services to be provided, but may be amended based on CAHI's needs.

### **2.1 Description of Services**

Under CAHI's direction, the Consultant will be responsible for the following:

Prepare two (2) condominium market analyses.

1. The first is a preliminary market assessment of CAHI's initial project concept. In this preliminary assessment, the Consultant shall determine the basic viability of the project concept based on the Consultant's expert knowledge of the market. As a preliminary assessment, the objective is to provide CAHI with feedback on the following: the market potential of the units after the property has undergone

a "basic" rehabilitation (to be more fully defined post-award), the range of attainable price points (contrasted with the targeted price point), and a general discussion of risks and rewards of pursuing the proposed project concept. If it is determined that the proposed project concept would not generate sufficient revenue to meet CAHI's minimum financial requirements but there is potential with modifications, the Consultant shall provide general recommendations of such modifications.

2. If deemed necessary and upon authorization of Staff, the Consultant shall be engaged to assist in re-envisioning the project. Once a more viable concept is identified, the Consultant will initiate a more thorough market analysis of the project. Towards that end, the Consultant shall prepare a comprehensive market study that shall include, but not be limited to, the following:
  - Describe the market and demand for condominiums by entry-level, moderate-income, and middle-income buyers within the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda, and San Leandro). Consultant may choose to assess demand from a wider geographical area, if deemed appropriate;
  - Assess the strengths and weaknesses of the above defined market segments;
  - Quantify potential consumer demand in the above defined market segments;
  - Provide recommendations for minimum rehabilitation scope of work;
  - Provide recommendations for product pricing;
  - Determine absorption rate;
  - Provide final analysis of the strengths and weaknesses of proposed project concept.

Participate in one (1) meeting in Oakland with CAHI Staff and Board of Directors, if requested.

### **Specific Tasks:**

#### *Task 1: Preliminary market assessment of CAHI's initial project concept*

In this preliminary assessment, the Consultant shall determine the basic viability of converting the Property to a 6-unit condominium for entry-level and moderate-income buyers. The scope of rehabilitation work will be presented at the initial kick-off meeting with Staff.

As a preliminary assessment, the objective is to provide CAHI with expert feedback on the following: the market potential of the units after the property has undergone a "basic" rehabilitation (as defined in the initial kick-off meeting), the range of attainable price points (to be contrasted with the targeted price point), and a general discussion of risks and rewards of pursuing the proposed project concept. If it is determined that the proposed project concept would not generate sufficient revenue to meet CAHI's minimum financial requirements but there is potential with modifications, the Consultant shall provide general

recommendations of such modifications. Modifications may include major changes to rehabilitation/construction scope of work and/or target market. Participate in one (1) meeting in Oakland with CAHI Staff and Board of Directors, if requested.

### *Task 2 Comprehensive market analysis*

If deemed necessary and upon authorization of Staff, the Consultant shall be engaged to assist in refining or re-envisioning the project. Once a more viable concept is identified, the Consultant will initiate a more thorough market analysis of the project. Towards that end, the Consultant shall prepare a comprehensive market study that shall include, but not be limited to, the following:

- A thorough description of the market and demand for condominiums by entry-level, moderate-income and middle-income buyers within the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda, and San Leandro). Consultant may choose to assess demand from a wider geographical area, if deemed appropriate;
- If Consultant determines the market catchment area to be different, please describe;
- Assessment of the strengths and weaknesses of the above defined market segments;
- Quantify potential consumer demand in the above defined market segments;
- Recommendation(s) for minimum rehabilitation scope of work;
- Recommendation(s) for product pricing;
- Anticipated absorption rate;
- Discussion of the condominium conversion process in the City of Oakland to include steps, timing and potential pitfalls;
- Discussion and final analysis of the strengths and weaknesses of the proposed project concept; and

Participate in up to four (4) meetings in Oakland with CAHI Staff and Board of Directors members during the re-envisioning phase and/or to discuss report findings.

## **2.2 Subcontractors**

Should the proposer require the services of subcontractors, the firm shall identify whether or not he/she intends to use any subcontractors for this job and for what specific purpose.

All subcontractors are to be competitively procured to ensure best value pricing.

If proposer is awarded the contract, and/or if the proposal is being presented as a joint venture with another firm, one entity must be identified with primary responsibility. CAHI reserves the right to audit the financial records of the Contractor and its subcontractors. (Please submit the **Subcontractor's Form** in the attached forms if applicable.)



### **3. SUBMISSION REQUIREMENTS**

#### **Proposal Submission**

CAHI intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that CAHI will consider factors other than just cost in making the award decision). Therefore, so that CAHI can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement CAHI has published herein or has issued by addendum.

The firm(s), individuals, or team of consultants selected must be fully qualified to perform the services described above and must possess the appropriate business license. Interested parties must submit the required documents and provide a narrative of the services proposed. CAHI will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

The proposal will be evaluated based on the following criteria:

- Staffing and Qualifications
- Relevant Experience and Past Performance
- Approach to Project
- Consulting Fees

#### **3.1 Proposal Format**

To provide objective criteria that can be used in determining various Proposers' abilities, please address the following items in the order presented.

Exhibits, such as resumes, proposed fees, or any other documents of a related nature developed by the Proposer should be attached. The Proposer may include any other general information that the proposer believes is appropriate to assist CAHI in its evaluation.

##### **A. Letter of Interest**

- A letter of interest on the firm's letterhead, which includes the location of the primary office, should be submitted. Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.
- Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications, and other relevant information.
- The proposer entity must provide a concise description of its capacity and financial viability to deliver the proposed services.

- This page should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment, branch office location(s) and contact information.
- Provide information regarding staff experience and qualifications that demonstrates the capacity to perform the required services;
- Include an organizational chart that illustrates the overall staffing approach for completing the required work;
- Include in the chart all key personnel, and consultants who will be assigned work for this project;
- Provide a brief narrative of all key personnel who will perform the required work. Identify their specific role in the provision of services required. Narrative should include the particular relevant experience of the individual as it relates to their proposed role in the project;
- Include evidence of required licenses and certifications as applicable, held by the organization, its principals, and or key staff (if not already provided in the Letter of Interest).

**B. Demonstrated Experience and Past Performance**

- Describe Consultant's overall qualifications and what sets Consultant apart from its competition;
- List of all condominium projects in the Bay Area, highlighting those within the City of Oakland and/or the inner East Bay, which the firm has provided similar market advisory services in the previous eight (8) years along with a brief description of the nature of the consulting services for each, address of the project(s), number of total units/condos per project, and whether each was built or not;
- Include the contact names and email addresses or telephone numbers of a person to contact to verify the above information;
- Describe Consultants most recent comparable experience to the Scope of Services that are being solicited herein. Include any pertinent information related to approach, outcomes, and samples of work product that would further highlight Consultant's expertise;
- A minimum of three client and/or professional references;
- A statement of the firm's availability to begin this scope of services.

**C. Approach to Project**

- Provide a detailed narrative that describes the Consultant's approach to the Scope of Work described in Section 2;
- Describe the Consultant's experience and knowledge of the condominium market in the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda, and San Leandro);
- Describe the respondent's experience working with entry-level and moderate-income buyers and addressing their specific consumer needs; and
- Describe the respondent's experience with condominium conversions in the City of Oakland.

**D. Cost Form:**

- Include a separate itemized maximum fee for the completion of Task 1 and for the completion of Task 2;
- Include the hourly rates of all proposed staff.

**E. Technical Capabilities**

Describe the 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 other relevant experience with the proposed scope of services.

**F. Approach to Project**

- Provide a detailed narrative that describes the Consultant's approach to the Scope of Work described in Section 2;
- Describe the Consultant's experience and knowledge of the condominium market in the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda, and San Leandro);
- Describe the respondent's experience working with entry-level and moderate-income buyers and addressing their specific consumer needs; and
- Describe the respondent's experience with condominium conversions in the City of Oakland.

**G. Proposed Fee**

- Include a separate itemized maximum fee for the completion of Task 1 and for the completion of Task 2;
- Include the hourly rates of all proposed staff.

**3.2 Required Forms/Certifications**

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

**A. Indemnification Certification**

A certified statement that the firm agrees to the terms below. (This statement may not be altered):

"The firm expressly agrees to indemnify, defend and hold CAHI, its directors, officers, and employees, free and harmless from and against any and all loss, liability, expense, claims, costs, suits, damages, including attorney's fees arising out of the consultant's operation or performance under the resultant contract. The consultant will also indemnify CAHI for damages as a result of any act or omission not authorized by CAHI for damages as a result of any act or omission not authorized by CAHI on the part of the organization or any agent or person employed by the organization."

**B. Insurance Certification**

A certified statement that the organization can meet the insurance requirements. Once a contract is executed, the firm(s) must provide CAHI with

Certificates of Insurance for the preceding coverage. The insurance policies must name CAHI as an additional insured and maintained throughout the term of the contract. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by CAHI.

C. Non-Debarment Certification

A certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency. The statement must read as follows:

"This is to certify that \_\_\_\_\_ (firm name), involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or local agency."

D. Cost Form (Exhibit A)

E. Reference Survey Form (Exhibit B)

F. Non-Collusion Affidavit Form (Exhibit C)

G. W-9 Form (Exhibit D)

4. SELECTION PROCESS

4.1 RFP Timeline

The following are proposed dates relating to this contractors selection process:

May 23, 2014	RFP Issued
June 10, 2014	Questions in writing due by 10:00 a.m. (PDT)
June 12, 2014	Responses to questions and RFP update, if needed, Addendum 1 issued @ 4:00 PM (PDT)
June 16, 2014	Proposals due by 10:00 AM (PDT). Proposals are to be submitted to the Contract Compliance and General Services (CCGS) at 1801 Harrison St. Floor 1, Oakland CA 94612. Proposals must be delivered by this deadline; postmarks will not be accepted.

Questions/Answers

All questions must be submitted in writing via email to [ccgs@oakha.org](mailto:ccgs@oakha.org) no later than **10:00 AM (PDT) June 10, 2014**. All questions will be answered in writing and an addendum issued and posted on the OHA website if applicable by **4:00 PM (PDT) June 12, 2014**.

No questions will be responded to after the question and answer period has expired. (OHA Website at [www.oakha.org/](http://www.oakha.org/) Select Procurement / Active Bids).

Addenda

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, CCGS will NOT conduct

any *ex parte* conversations (substantive conversation—"substantive" meaning, any discussion or exchange between any CAHI or Oakland Housing Authority staff and a prospective proposer that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective proposers are not present) that may give one prospective proposer an advantage over other prospective proposers. This will not bar prospective proposers from contacting CCGS, however, CCGS will limit communication with prospective proposers to information already contained in the solicitation documents.

CCGS will not provide verbal responses to any inquiries made by prospective proposers. Instead, CCGS staff will direct proposers to submit all questions in writing and will provide a copy of the question and response to all proposers through a written addendum.

### **Proposal Due Date**

Responses to this solicitation will be accepted in CAHI's Contract Compliance and General Services (CCGS) Office until **10:00 AM (PDT) June 16, 2014.**

Respondents must provide **one (1) original copy, clearly marked "ORIGINAL," and three (3) copies clearly marked "COPY,"** of the required submission. These must be submitted in envelopes or boxes **marked "RFP #14-003 Market Analysis for Potential Condominium Conversion at 2011 7<sup>th</sup> Avenue Oakland, CA."** Late proposals will not be accepted; postmarks will not be considered in determining if a proposal is submitted on time. Proposals will be date and time stamped by CCGS staff and a receipt provided for the proposal.

Contract Compliance & General Services Office  
Oakland Housing Authority  
1801 Harrison Street, First Floor  
Oakland, CA 94612  
Phone: (510) 587-2166  
Fax: (510) 587-2124  
E-mail: [CCGS@oakha.org](mailto:CCGS@oakha.org)

### **Submission Responsibilities**

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by CAHI, including the RFP document, and the documents listed within Section 3.2 and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by CCGS to exclude any of CAHI requirements contained within the documents may cause that proposer to not be considered for award.

## 4.2 Evaluation Criteria

The following criteria will be used to evaluate all proposals:

No.	Criteria	Points
1.	<b>Staffing:</b> Evidence of the Consultant's ability to perform the work, as evidenced by identification of the firm's principals, resumes, recent project experience, and references.	25
2.	<b>Relevant Experience:</b> Evidence of the Consultant's experience and expertise of the following: <ul style="list-style-type: none"><li>• Preparing comprehensive condominium market studies with an emphasis on entry-level, moderate-income, and middle-income buyers;</li><li>• Knowledge of the condominium market within the City of Oakland and the inner East Bay (defined as Berkeley, Emeryville, Alameda, and San Leandro);</li><li>• Knowledge of condominium conversions in the City of Oakland;</li><li>• Proven track record providing sophisticated and strategic market and project feasibility advice including a deep understanding of buyer profiles, ability to accurately project demand; ability to advise on strategic unit upgrades, market trends, and ability to offer development alternatives;</li></ul>	30
3.	<b>Project Approach:</b> Quality and relevance of Consultant's Project Approach and response to the required Scope of Services.	25
4.	<b>Fees:</b> Itemized maximum fee for Task 1 and Task 2 and hourly billing rates of all proposed staff.	20
	<b>Total</b>	<b>100</b>

## 4.3 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Proposer(s) may be required to be interviewed by a selection committee that will complete a final evaluation. The selection will be the sole responsibility of CAHI. CAHI reserves the right to reject any and all proposals, and shall select a service provider based on the most advantageous conditions for CAHI.

### A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). CAHI reserves the right to reject any proposals deemed by CAHI not minimally responsive and to waive any minor informality CAHI deems so. (CAHI will notify such firms in writing of any such rejection).

**B. Evaluation Committee**

Internally, an evaluation packet will be prepared for each evaluator. CAHI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer 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 proposer 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 is the only person at CAHI that the proposers 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.

**C. Evaluation**

CCGS will evaluate and award points pertaining to the Proposed Cost; which shall be weighted and based on the "Best Value" proposal. For the first stage of the evaluation, the appointed evaluation committee, independent of CCGS, shall evaluate the most reasonable, responsive proposals submitted and award points pertaining to Evaluation Criteria other than costs.

Proposals with a minimum of 70 points may be evaluated a second time, and may be invited to give a presentation (CAHI reserves the right not to conduct interviews) if a second stage is conducted. The evaluation will be based on the presentation and supplemental information submitted. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CCGS Contracting Officer (CO).

**D. Potential "Competitive Range" and "Best and Finals" Negotiations**

CAHI reserves the right to conduct "Best and Finals" Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by CAHI in as timely a manner as possible, but in no case will it be longer than 15 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**1. Determination of Top Ranked Proposer**

All points, excluding those for cost, are awarded by the evaluation committee. The committee's scores (points) will be combined with the objective points for cost, awarded by CCGS, to determine the final ranking. The final ranking is then forwarded by CCGS to the Chief Executive Officer for approval. If the evaluation was performed to the satisfaction of the Chief Executive Officer, the final ranking may be forwarded to the CAHI board at a scheduled meeting for approval. Contract negotiations may, at CAHI's option, be conducted prior to or after the board approval.

2. 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 e-mail, a Notice of (tentative) Results of Evaluation.

3. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

5. CONTRACT REQUIREMENTS

5.1 Proposer(s) Requirements

The Proposer selected must be fully qualified to perform the services described above and must possess the appropriate business license and also comply with all CAHI contract requirements.

Prior to award, the *successful proposer* will be required to documentation that it possesses the required licenses.

5.2 Contract Award

**A. Negotiations.** Once proposals have been evaluated and ranked, CAHI will use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed contract will include tasks with a Scope of Services and a Fee-Schedule.

CAHI reserves the right to enter into discussions with the firm whose proposal is deemed most advantageous and in best interest of CAHI for the purpose of negotiations. CAHI reserves the right to enter into negotiations with the responsible and responsive firms within the competitive range without the need to repeat the formal solicitation process. CAHI reserves the right to develop a qualified list if deemed advantageous to CAHI.

CAHI reserves the right to award without discussions.

**B. Meetings.** Once the contract is awarded, the Proposer will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

5.3 Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by CAHI pursuant to this RFP:

1. **Contract Form:** CAHI will not execute a contract on the successful proposer's form--contracts will only be executed on the CAHI form (please



see Sample Consultant Agreement) and by submitting a proposal the successful proposer agrees to do so (please note that CAHI reserves the right to amend this form as CAHI deems necessary). However, CAHI will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for CAHI to do so; but the failure of CAHI to include such clauses does not give the successful proposer the right to refuse to execute CAHI's contract form. It is the responsibility of each prospective proposer to notify CAHI, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. CAHI will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by CAHI's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

2. **Assignment of Personnel:** CAHI shall retain the right to demand and receive a change in personnel assigned to the work if CAHI believes that such change is in the best interest of CAHI and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of CAHI. Any purported assignment of interest or delegation of duty, without the prior written consent of CAHI shall be void and may result in the cancellation of the contract with CAHI, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by CAHI.

# **ATTACHMENTS**

**(EXHIBITS / FORMS / DOCUMENTS)**

**[As Indicated in the Table of Contents]**

**Exhibit A**

**COST FORM**

**TASK 1: Preliminary Market Assessment of California Affordable Housing Initiatives, Inc.  
Initial Project Concept**

**Three (3) Year Cost: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>

**Exhibit A**

**Cost Form**

**TASK 1: Preliminary Market Assessment of California Affordable Housing Initiatives, Inc. Initial Project Concept**

**Option 1**

First option to renew after an initial three-year contract agreement, option would be for a one-year period.

**Total Cost for Option 1 Year 4: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>

**Exhibit A**

**Cost Form**

**TASK 1: Preliminary Market Assessment of California Affordable Housing Initiatives, Inc. Initial Project Concept**

**Option 2**

Second option to renew after first year option, option would be for a one-year period.

**Total Cost for Option 2 Year 5: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>

**Exhibit A**

**Cost Form**

**TASK 2: Comprehensive Market Analysis**

**Total Cost for Initial Term of Three (3) Years: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>

**Exhibit A**

**Cost Form**

**TASK 2: Comprehensive Market Analysis**

**Option 1**

First option to renew after an initial three-year contract agreement, option would be for a one-year period.

**Total Cost for Option 1 Year 4: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>

**Exhibit A**

**Cost Form**

**TASK 2: Comprehensive Market Analysis**

**Option 2**

Second option to renew after first year option, option would be for a one-year period.

**Total Cost for Option 2 Year 5: \$ \_\_\_\_\_**

**List of Key Positions with Hourly Rates (for informational purposes only):**

<b>DESCRIPTION</b>	<b>X</b>	<b>UNIT OF MEASURE =</b>	<b>TOTAL</b>



**Name of Company and Person Completing Exhibit A:**

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**EXHIBIT B**  
**REFERENCE SURVEY**  
RFP #14-003

Organization Name: \_\_\_\_\_

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

1. What was the scope of work?
  
2. Was the company timely in providing insurance documents, fidelity bond, invoices or any other required documents?
  
3. Were there any modifications to the contract or services? If yes, were there any complications and what were the outcomes?
  
4. Please describe the quality of staff (performance and professional conduct).
  
5. Was the company prompt in responding to calls and messages? If not, please indicate reason and outcome.
  
6. On a scale from 1 to 10, with 1 being "Not satisfied" to 10 being "Extremely satisfied", how would you rate the company on **customer service**?
  
7. On a scale from 1 to 10, with 1 being "Not satisfied" to 10 being "Extremely satisfied", how would you rate the company on the **quality of work**?
  
8. Would you use this organization again?

Comments:

**EXHIBIT C**  
**NON-COLLUSION AFFIDAVIT**  
RFP #14-003

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, Being first duly sworn, deposes and says,

That s/he is, \_\_\_\_\_ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder 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 or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Oakland Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Signature:** \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

**Bidder**, if the Bidder is an Individual  
**Partner**, if the Bidder is a Partnership  
**Officer**, if the Bidder is a Corporation

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared  
Date Here Insert Name and Title of the Officer

\_\_\_\_\_  
Name of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

EXHIBIT D

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>									
				-					
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**Exhibit E**

**SUBCONTRACTOR FORM**

**(PAGE 1 OF 2)**

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

Sub-Consultant	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-Consultants 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 sub-consultant 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 \_\_\_\_\_

*Oakland Housing Authority/  
California Affordable Housing Initiatives, Inc.*

**EXHIBIT G**

**INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS**

Consultant/Contractor 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, its 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.
5. Fidelity Bond appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.

***Minimum Limits of Insurance***

Consultant/Contractor 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. Workers' Compensation and Employer's Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.  |
| 4. Builders Risk Insurance:  | <b>\$1,000,000</b> per occurrence for direct physical property damage.  |

**Oakland Housing Authority/  
California Affordable Housing Initiatives, Inc.**

***Deductible and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority and CAHI, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority and CAHI, its officers, officials, employees and volunteers; or the Consultant/Contractor shall provide a financial guarantee satisfactory to the Authority and CAHI 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. The Authority and CAHI, 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; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor.
2. For any claims related to this project, the Consultant's/Contractor's insurance coverage shall be primary insurance as respects the Authority and CAHI, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority and CAHI, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor'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 and CAHI.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority and CAHI, 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 the Authority and CAHI.

***Verification of Coverage***

Consultant/Contractor shall furnish the Authority and CAHI 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 the Authority before work commences. The Authority and CAHI reserves the right to require complete,

*Oakland Housing Authority/  
California Affordable Housing Initiatives, Inc.*

certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

*\*California Affordable Housing Initiatives, Inc. (CAHI) shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

# **VENDOR PROTESTS AND CLAIMS PROCEDURES**

## VENDOR PROTESTS AND CLAIMS PROCEDURES

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

### Definitions:

<i>OHA:</i>	The abbreviation for the Housing Authority of the City of Oakland, California, commonly known as the Oakland Housing Authority.
<i>Claim:</i>	The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (Form MMO9501; hereinafter referred to as "Notice" or "the Notice") furnished by OHA (form attached).
<i>Contract Award Date:</i>	Date of Board Approval (if applicable) or Purchase Order Date
<i>Contracting Officer:</i>	The Executive Director of OHA or the person designated by the Executive Director in writing.
<i>Finding of Fact:</i>	Results of investigation of information presented.
<i>Posted Website Date:</i>	Date When Information was Posted on Website
<i>Protest:</i>	A written complaint about, or an objection to, an administrative or procurement action or decision by OHA. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OHA (form attached).
<i>Response to Solicitation:</i>	The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.
<i>Vendor:</i>	The person or firm that is involved in bidding, proposing, or quoting on an OHA material or service requirement, or has contracted with OHA to provide material or perform a service, or a person who has an interest in such matters.

### Who May Submit A Protest or Claim:

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

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

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

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

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

CCGS (Contract Compliance & General Services)  
Oakland Housing Authority  
1801 Harrison Street  
Oakland, CA 94612

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

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

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

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

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

5. The vendor's protest, along with the tabulation sheet, scope of work of the solicitation, copies of responses received, and any other relevant documents, shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

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

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

The decision of the Contracting Officer shall be final.

**B. Special Circumstances:**

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

**C. OHA Recordkeeping Requirement:**

OHA shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.



# NOTICE OF PROTEST OR CLAIM

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

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

*This form must be completed with additional applicable documents attached.*

### CLAIMANT INFORMATION

Name of Claimant:		Date:	
Address:		Phone:	
Email:		Fax:	

### COMPANY INFORMATION *(if different from above)*

Name of Company:	
Address:	Phone:

### AGENT INFORMATION *(if Agent Filing)*

Name of Agent:	Date:		
Address:		Phone:	
Email:		Fax:	

Referenced *(if applicable)*:

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

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

*(OHA Use Only)*

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

**EXHIBIT I**  
**CONTRACT**  
**WITH**  
**NAME OF CONTRACTOR**

<b>CONTRACT INFORMATION</b>	
<b>CONTRACT #:</b>	
<b>CONTRACT PERIOD:</b>	
<b>OPTION TERMS</b> <i>(if applicable):</i>	
<b>CONTRACT AMOUNT:</b>	
<b>OTHER INFORMATION</b>	
<b>BOARD RESOLUTION # AND DATE:</b> <i>(if applicable/ &gt; \$50,000)</i>	
<b>PURCHASE ORDER #:</b> <i>(if applicable)</i>	

<b>EXHIBITS</b>	
<b>A</b>	Scope of Services
<b>B</b>	Price Proposal
<b>C</b>	Section 3 Clause
<b>D</b>	HUD Form 5370-C
<b>E</b>	Insurance Requirements

## CONSULTANT AGREEMENT

This CONSULTANT CONTRACT ("Contract") is entered into as of [Date], by and between the OAKLAND HOUSING AUTHORITY, a public body, corporate and politic (the "Authority"), and [Enter Consultant Name] ("Contractor").

### RECITALS

A. **Whereas, the Authority has retained Contractor to** assist in achieving these goals, the Oakland Housing Authority (OHA) is seeking proposals to create strategic plan for 2010-2020 from qualified, licensed and insured firm(s). The plan will guide OHA in selecting priority activities to address local needs and fulfill its mission and goals. The following identifies the core detailed services to be provided but may be expanded based on OHA need. The Proposer(s) shall render services on an as-needed basis.

B. [To be completed...]

C. [To be completed...]

D. [To be completed...]

E. [To be completed...]

NOW, THEREFORE, the Authority and the Contractor agree as follows:

1. SCOPE OF SERVICES

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

[To be completed...]

2. TIME OF PERFORMANCE

[To be completed...]

The term of this Contract shall begin on [starting date] and end on [Contract ending date].

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

Contractor will begin work within \_\_\_\_\_ ( ) days after receipt of an Authority Notice to Proceed.

Time for completion of this Contract will be \_\_\_\_\_ ( ) days after receipt of an Authority Notice to Proceed to the Contractor.

[To be completed...]

3. COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this Contract is \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

A. Compensation.

**[Insert appropriate additional language – including the basis for payment, e.g., hourly, by task, upon completion; how and when payment is made...]**

**For example: "The maximum amount payable under this Contract is Twenty-Five Thousand Dollars (\$25,000). Payment shall be made according to the schedule and terms described on Exhibit B, "Payment Schedule." All expenses of Contractor are included in the amounts payable pursuant to Exhibit B, and no expenses shall be reimbursed separately."]**

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

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of Authority which exists solely for the benefit of Authority employees during the Contract Term.

D. Billings. Billings are to be directed to:

Accounts Payable  
Finance Department  
Oakland Housing Authority  
1619 Harrison Street  
Oakland, CA 94612  
Attention: Finance Director

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

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

6. STANDARD OF PERFORMANCE

The work provided hereunder shall be performed and completed in an accurate and professional manner. All services shall be performed in the manner and according to the standards of observed by the competent practitioner of the profession in which Contractor and any subcontractors are engaged.

7. HUD REQUIREMENTS

Contractor agrees to comply with all applicable HUD requirements, including but not limited to 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.

8. INDEMNIFICATION

Contractor shall 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.

9. INDEPENDENT CONTRACTOR

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

10. INSURANCE

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

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with Authority requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements with respect to all matters covered by this Contract. Except as otherwise authorized by the Authority, such records shall be maintained for a period of four (4) years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information. At such times and in such forms as the Authority may require, there shall be furnished to the Authority or its designated representative such statements, records, reports, data and information as the Authority may request pertaining to matters covered by this Contract.

12. CONFLICTS

No employee, agent, contractor, officer or official of the Authority who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this section.

13. CONFIDENTIALITY/PROPERTY OF AUTHORITY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Authority. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the Authority.

14. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. Government Code Section 7550 provides in part that when the total cost for work performed for a local Authority by nonemployees of such Authority exceed Five Thousand Dollars (\$5,000), any document or written report prepared in whole or in part by nonemployees for such Authority shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

15. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES

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

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

16. TERMINATION

Authority may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including, but not limited to, convenience of Authority, default by the Contractor, or circumstances beyond the control of the Contractor. In the event of such termination, Authority shall compensate the Contractor for work completed to the satisfaction of Authority as of the date of such notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, Authority shall be under no further obligation to the Contractor, financial or otherwise.

17. MISCELLANEOUS PROVISIONS

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

If to the Authority: Oakland Housing Authority  
1169 Harrison Street  
Oakland, CA 94612

If to Contractor: [name]  
[mailing address]  
Attention: [contact]

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

B. Time of Performance

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

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



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

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

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

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

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

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

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

K. Designated Representative. The initial designated representative for the Authority for this Contract is \_\_\_\_\_. The initial Contractor-designated representative for this Contract is \_\_\_\_\_.

**SIGNATURES ON FOLLOWING PAGE**

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

**[CONTRACTOR]**

By: \_\_\_\_\_  
[SIGNATORY]  
[TITLE]  
Federal Tax Identification No. \_\_\_\_\_

OAKLAND HOUSING AUTHORITY, a public body  
Corporate and politic

By: \_\_\_\_\_  
Executive Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

Attached, hereto and incorporated herein, is OHA's RFP # \_\_\_\_\_ and all terms and conditions contained therein.

**SCOPE OF WORK**

*'Enter scope of services'*

**EXHIBIT B**  
**PRICE PROPOSAL**

*'Enter Payment Schedule/ Price Proposal'*

**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 subcontractor 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 subcontractor 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 subcontractor 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 Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Attorney, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

**EXHIBIT D**

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

*(See attached document)*

**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, its 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: **\$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 (Including operations, products and completed operations, as applicable.) the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence.

***Deductible and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either; the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

1. The Authority, 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; 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 the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, 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 the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, 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.

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

Claims Made Coverage. If General Liability and/or Errors and Omissions coverage 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 the Authority for review.



Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

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

*Verification of Coverage*

Consultant shall furnish the Authority 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 the Authority before work commences. The Authority 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.