



Keller Housing
Initiatives, Inc.

KELLER HOUSING INITIATIVES

May 19, 2014

Gentlemen/Ladies:

SUBJECT: Request for Proposal (RFP) #14-006 Property Management Services for a Low Income Housing Credit (LIHTC) Development Keller Plaza Apartments

The Oakland Housing Authority, on behalf of, Keller Housing Associates, L.P. (KHA), invites experienced property management firms to submit a response to this Request for Proposals (RFP) to manage Keller Plaza Apartments (Keller Plaza) located at 5321 Telegraph Avenue in Oakland, California.

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 Courtney Creswell at (510) 587-2165.

We look forward to receiving your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Johnson", with a long horizontal flourish extending to the right.

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

REQUEST FOR PROPOSALS (RFP) #14-006

**Property Management Services for a Low Income
Housing Tax Credit (LIHTC) Development
Keller Plaza Apartments**

RFP Issued	May 19, 2014
Pre-Proposal Conference	June 2, 2014 @ 10:00 a.m. <u>Location:</u> 1801 Harrison, First Floor Oakland, CA 94612
Questions Due	June 4, 2014
Addendum Issued (if applicable)	June 9, 2014
Proposal Due	June 16, 2014

**Contract Compliance & General Services (CCGS)
Department
KHA c/o Oakland Housing Authority
1801 Harrison St., Oakland, CA 94612
e-mail: CCGS@oakha.org**

**Contact person for the above RFP: Courtney Creswell
Email: ccreswell@oakha.org / 510-587-2165**

REQUEST FOR PROPOSALS (RFP) # 14-006

Property Management Services For Low Income Housing Tax Credit (LIHTC) Development—Keller Plaza Apartments

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Documents (in the order of the RFP package)		
	PROPOSAL SUBMISSION REQUIREMENTS (in Section of RFP)	MUST be submitted with Proposal.
	<p>1. Proposal Format</p> <ul style="list-style-type: none"> A. Transmittal Letter/Introduction B. Table of Contents C. Qualifications, Related Experience & References D. Proposed Staffing & Project Organization E. Work Plan/Technical Approach F. Cost & Price (Cost Form) G. Insurance Requirements H. Exceptions / Deviations I. Appendices J. Affidavits, Certification Forms <p>2. Required Forms/Certifications</p> <ul style="list-style-type: none"> A. Cost Form B. Sub-Contractor Form (if applicable) C. Non-Collusion Affidavit Form D. W9 Form E. HUD Form 5369-C F. Qualification Statement G. Applicable Business License H. Addendum Acknowledgement Form (if applicable) 	√
Forms	ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS	
A	Cost Form	√
B	Sub-Contractor Form (if applicable)	√
C	Non-Collusion Affidavit Form	√
D	W9 Form	√
E	HUD-5369 B, Instructions To Offerors -Non-Construction	
F	HUD-5369 C, Certifications and Representations of Offerors -Non-Construction	√
G	HUD-5370 C Section 1, General Conditions for Non-Construction Contracts	

H	Qualification Statement	√
I	Vendor Protests and Claims Procedures	

1. GENERAL INFORMATION

1.1 Introduction

The Oakland Housing Authority, on behalf of, Keller Housing Associates, L.P. (KHA), invites experienced property management firms to submit a response to this Request for Proposals (RFP) to manage Keller Plaza Apartments (Keller Plaza) located at 5321 Telegraph Avenue in Oakland, California. The selected Agent will be required to execute a Property Management Contract, herein known as (the "Contract").

Keller Plaza is a 201-unit property built in 1973 and rehabilitated in 2012. The site consists of six 3-story buildings on approximately 3.3 acres of land with 40 studio units, 120 one-bedroom units, and 41 two-bedroom units. The rents at Keller Plaza are restricted by tax-exempt bond, HUD and tax credit regulatory agreements. There are two 2-bedroom unsubsidized units that are occupied by on-site property management staff, 168 units that are receiving Section 8 subsidy, 167 low-income housing tax credit units and 31 units that are HUD 236 units with households paying "market" rent. The HUD Use Agreement expires in 2046. A construction loan provided by Citibank was converted to a \$9,145,200 permanent loan with an 18-year term in November 2013. The 167 tax credit units were placed-in-service in 2012.

1.2 KHA Background and Information

Keller Housing Associates, L.P. (KHA), a California limited partnership, owns the improvements of Keller Plaza. The Oakland Housing Authority has fee ownership of the land and has a long-term ground lease with KHA. The managing general partner of KHA is Keller Housing Initiatives, Inc. (KHI), a single asset California nonprofit public benefit corporation. KHI is an uncontrolled affiliate of the Oakland Housing Authority. The investor limited partner of KHA is the National Equity Fund (NEF).

KHI was created by Oakland Housing Initiatives, Inc. (OHI), a California public benefit corporation, to own Keller Plaza. KHI purchased Keller Plaza in 1991 under HUD's Section 236 mortgage insurance program. In order to facilitate a much-needed rehabilitation of Keller Plaza a new ownership structure was formed in 2011. KHI sold the land to the Oakland Housing Authority, and sold the improvements located on the land to KHA. KHI became the managing general partner of KHA.

The rehabilitation of Keller Plaza was completed in December 2012. Rehabilitation activities were funded with low-income housing tax credits allocated by the State of California, tax exempt bonds issued by the Oakland Housing Authority and privately placed with Citibank and HUD Green Retrofit Program grant funds. Substantial completion and qualified occupancy of 167 tax credit units was achieved by December 31, 2012. The "Placed-in-Service" application for the 167

tax credit units is pending with the California Tax Credit Allocation Committee (TCAC). The issuance of the IRS Form 8609 by TCAC is projected by April 2014.

KHI is a supporting organization of OHI; KHI directors must be either directors of OHI or approved by the OHI Board of Directors. KHI's Board is comprised of eleven Directors. OHI was created by the Oakland Housing Authority to be the Oakland Housing Authority's affiliated non-profit housing development corporation. OHI's Board is comprised of eleven Directors, including the Oakland Housing Authority Executive Director and Chairperson of the Oakland Housing Authority Board of Commissioners.

The Oakland Housing Authority was established on April 28, 1938 to provide low-income residents of the City of Oakland with access to low-cost housing. Currently, the Authority provides Public Housing units at multiple sites within the city limits for large developments, mixed-finance partnerships, and scattered sites.

The Authority has created a number of non-profit affordable housing affiliates to develop and operate affordable housing. The Authority is engaged in affordable housing development with a number of active sites in development. Development activities are carried out directly, and through a variety of affiliates and partnerships.

The Oakland Housing Authority is federally funded and regulated primarily under the U.S. Housing Act of 1937 as amended. The majority of our funding is governed by HUD regulations. The Authority was selected to be a "Moving to Work" housing authority by the US Department of Housing and Urban Development and enter into an MTW agreement in 2004. The agreement has since been amended extending the MTW agreement to June 30, 2018.

The Authority is governed by a seven-member Board of Commissioners appointed by the Mayor of the City of Oakland, with the approval of the Oakland City Council. The Executive Director, who reports to the Board of Commissioners, has a budgeted staff of approximately 371 employees in four major divisions: The Office of the Executive Director, including the Departments of Human Resources and Police Services, the Office of Real Estate Development, the Office of Finance and Program Administration, and the Office of Property Operations.

KHI, OHI, and the Oakland Housing Authority's headquarters are located at 1619 Harrison Street, Oakland, California, 94612.

1.3 Property Description

Keller Plaza Apartments is a 201-unit family development. It consists of 40 studio units, 120 one-bedroom units, and 41 two-bedroom units with rents restricted by HUD and TCAC regulatory agreements. Rent revenue from 168 Project-Based Section 8 units is subsidized through a HAP contract. In 2012, 167 of the 201 units were qualified as LIHTC.

The rehabilitation of Keller Plaza was completed in December of 2012. The extensive rehabilitation included interior upgrades in regular units and ADA units in all six residential buildings, building exterior work including dry rot repairs, stucco and siding replacement, window installation, roof replacement and exterior painting, green improvements and a complete renovation of the community building and management offices.

1.4 Reservation of Rights

1. KHA 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 KHA to be in its best interests.
2. KHA reserves the right not to award a contract pursuant to this RFP.
3. KHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
4. KHA 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. KHA reserves the right to negotiate the fees proposed by the proposer entity.
6. KHA 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. KHA 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 KHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve KHA, but not the prospective proposer, of any responsibility pertaining to such issue.
8. KHA is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to KHA.

2. SCOPE OF SERVICES

2.1 General Information

Under the direction of Keller Housing Associates, L.P., the Keller Housing Initiatives, Inc. Board of Directors and Oakland Housing Authority staff, the selected Agent will be required to provide full service professional property management services for Keller Plaza Apartments:

Keller Plaza Apartments – Family HUD and LIHTC Restricted Housing Complex

Address: 5321 Telegraph Avenue, Oakland, CA, 94609

Year Built: 1973

Renovated: 2012

Units: 201

Distribution: 6 three-story residential buildings

Other buildings and facilities: Management offices, a community room with a kitchenette, three common laundry rooms. A tot lot and open space

Heating: Electric

Appliances Provided: Stove and Refrigerators

Utilities: Electric heating, cooking and lights, gas hot water, sewer and trash paid by the property

Gross Building Area: 120,000 SF

The selected Agent will be responsible for all aspects of managing the property including but not limited to:

1. Showing the units to qualified tenants;
2. Certifying tenant eligibility;
3. Executing the lease;
4. Collecting rent;
5. Maintaining the property;
6. Enforcing the lease;
7. Evicting tenants;
8. Inspecting units;
9. Coordinating resident relations and services;
10. Providing security, and
11. Managing personnel.

The Agent will be responsible for complying with LIHTC and HUD regulations. The selected Agent will also be responsible for providing a management plan, reports and financial statements for the property.

2.2 Governing Documents

The management of the Property shall be carried out under the direct supervision of the Agent at the project site and subject to all applicable laws and regulations including specifically, but without limitation, laws and regulations cited below and the documents identified below.

1. United States Housing Act of 1937, as amended from time to time, or any successor legislation (the "Act").
2. Tax Reform Act of 1986, as amended.
3. Section 42 of the Internal Revenue Service Tax Code, as amended.
4. Regulations issued by the California Tax Credit Allocation Committee (TCAC).
5. HUD Handbook 4350.3.
6. Housing and Economic Recovery Act of 2008 (H.R. 3221) of 2008, as amended.
7. The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109.
8. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1.
9. Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146.
10. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36.
11. Fair Housing Act, 42 U.S.C. 3601, et seq., and regulations issued thereunder, 24 CFR 100.
12. California Fair Employment and Housing Act ("FEHA") California Government Code Sections 12900, et seq; The Unruh Civil Rights Act, California Civil Code Section 51.
13. Regulatory Agreement and Declaration of Restrictive Covenants By and Between Housing Authority of the City of Oakland, California and Keller Housing Associates, LP dated as of October 1, 2011.

14. Regulatory Agreement and Declaration of Restrictive Covenants (Keller Plaza).
15. HUD GRP Use Agreement for Keller Plaza Apartments dated as of September 7, 2010.
16. Amended and Restated Use Agreement and Amendment to the Regulatory Agreement for Multifamily Projects that were Insured or Assisted Under Section 236 of the National Housing Act and Subject to the Low-Income Housing Preservation and Resident Homeownership Act of 1990 With a Capital Grant and Sale of Property.

2.3 Management Goals

1. The Agent shall provide a desirable, well maintained, habitable, and affordable place to live for an economically, racially and ethnically integrated resident population, without regard to race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation.
2. The Agent shall house eligible, suitable and responsible residents and maximize occupancy and rent collection efforts.
3. The Agent shall provide effective and timely services to the residents.
4. The Agent shall maintain effective working relationships with KHI Board of Directors, the staff of the Oakland Housing Authority, the local government, including the City and the Authority police departments, and the property's lenders and investors.

2.4 Management Standards and Plan

1. The Agent shall: (1) furnish the services of its organization with the highest degree of professionalism and management practices, similar to those prescribed by the Institute of Real Estate Management (IREM), (2) maximize economic returns for KHA that are consistent with private property management practices, and (3) adhere to all applicable rules and regulations of the State of California and the City of Oakland.
2. The Agent shall operate and maintain the Property as if it were a market-rate apartment complex on a standard equal to other apartment complexes with comparable facilities and amenities within the surrounding community.
3. The Agent shall submit three (3) copies of its Comprehensive Management Plan covering the property within sixty (60) days of the commencement date of the contract with the KHA. The Management Plan shall demonstrate or address maintenance, marketing, utilization, and economic development of the Property. The Management Plan shall include the Agent's recommendations for achieving maximum economic return on the property and all policies or actions will be subject to approval by KHA prior to their implementation. At a minimum, the Management Plan shall include:

- a. an analysis of the neighborhood surrounding the property;
- b. a recommendation for rental schedule and marketing plan;
- c. an operating budget;
- d. a plan for security of buildings, residents and staff;
- e. a plan for provision of social and supportive services for the residents;
- f. a plan for the management of laundry facility and community center;
- g. a plan for maintenance of the property; and
- h. a plan for inventory control of furnishing and appliances.

2.5 General Requirements of Agent

The following is a general outline of basic services to be provided by the Agent. Services not specifically listed which are incidental to the items listed, should be anticipated and also considered. It is anticipated that the Agent shall commence services within sixty (60) days following an official notice to proceed.

Property management services to be provided by the Agent will include, but not be limited to the following:

- 1. Property Management, Reporting, and Transition;
- 2. Leasing;
- 3. Marketing of Vacancies;
- 4. Operation and Maintenance;
- 5. Financial Management and Reporting;
- 6. Procurement Requirements;
- 7. Resident Management Relations;
- 8. Utilities and Services;
- 9. Employees;
- 10. Hazardous Materials;
- 11. Compliance with Governmental Orders; and
- 12. Security.

The Agent will be responsible for the full range of services herein identified. In performance of these responsibilities, the Agent must comply with all applicable Federal, State and local laws.

1. Property Management, Reporting, and Transition

The Agent will:

- a. Operate the property at a generally accepted industry standard level for companies providing housing services to family populations. Maintain a management office within the Project, subject to the further agreement of KHA and Agent as to more specific terms. Maintain a continuing (24-hour, 7 day/week) management presence in conformance with the local, state, and federal laws as applicable.
- b. Make a detailed site inspection and within thirty (30) days of contract award and prepare and submit to KHA the following:

- i. An Operating Budget to date using a projected subsidy calculations and projected tenant income.
- ii. A written statement of anticipated start-up costs to be agreed upon and approved by KHA.
- iii. A written Building Operation Plan, identifying necessary and preventive actions to maintain and extend the life of the structure and mechanical systems. The Building Operation Plan will include the following, but not necessarily be limited to:
 - a preventative maintenance plan and monthly schedule;
 - an assessment of necessary, immediate, and projected, (two-year) capital improvements (including identification of any building alterations/modifications to accommodate on-site operations, with cost estimates);
 - an assessment of safety, fire and security issues;
 - specific assessment of the condition of the system(s), elevators and roofs; and
 - annual management inspections of building systems including roofing, fire, heating, water, and electrical systems.
- iv. A Monthly Property Report, on or before the 15th of the second month of the Contract, and on the 15th of each month thereafter, containing the following information:
 - statement of receipts and disbursements reflecting comparison and variance of budget to actual for current month and year-to-date, with an explanation for any significant variances;
 - completed *Owner Property Management* report including a narrative summary of problem areas, steps or recommendations to rectify, and a summary of maintenance activities;
 - occupancy and availability reports including unit turn around and lease-up times;
 - accurate and complete Rent Roll;
 - aged delinquency report;
 - recertification schedule;
 - aged (past due) recertification report;
 - any balances shown to be due to the KHA;
 - a request for subsidy payment for the following month;
 - itemization of all expenses, bills and invoices;
 - direct read-only access to financial and business systems used to manage the property or its financial information;
 - a monthly and annual report on Emergency and Routine Work orders and their completion times for the property;

- a monthly lease compliance report, including all grievance and notices served residents and status of all legal actions for the property; and
 - any other reports as required by KHI or KHA.
- c. Charge KHA a monthly Residential Property Management fee based on a rate per dwelling unit managed or based on a percentage of the collected income.
 - d. Provide access to KHI's selected Accounting Firm for the annual audit of the project.
 - e. Establish in writing and implement with KHI's approval, a viable tenant conflict resolution and grievance process. Promptly inform KHI and KHA of any conflicts that cannot be resolved through this process.
 - f. Submit all documents to KHI or their designee in an electronic (soft copy) format. All text documents shall be provided in Microsoft Word format and all spreadsheet documents shall be provided in Microsoft Excel format.
 - g. Prepare a written Property Status and Management Transition Plan, identifying necessary actions to be taken and anticipating outstanding issues, including financial accounts and reconciliation reports, and submit to KHA thirty (30) days prior to relinquishing management responsibility.
 - h. Establish and maintain a comprehensive system of records, books, and accounts, including, but not limited to, resident records, maintenance records, resident applications, credit reports when obtained, leases, and work orders, in a manner conforming to the directives of the Regulatory Authority, and otherwise satisfactory to KHA. All records, books and accounts will be subject to examination at reasonable hours by any authorized representative of KHA and/or the Regulatory Authority.
 - i. Furnish information (including occupancy reports) and facilitate inspections when requested by KHA or the Regulatory Authority, from time to time, with respect to the financial, physical, or operational condition of the Project.
 - j. Insure the following (and other reports as required) are prepared and submitted:
 - i. Housing Owner's Certification and Application for Tenant Assistance Payments - (HUD-52670)
 - ii. Schedule of Residents Assistance Payments Due (HUD-52670A-Parts 1&2)
 - iii. Schedule of Section 8 Special Claims (HUD 52670A)
 - iv. Certification and Recertification of Tenant Eligibility (HUD-50059)
 - k. Designate key management staff to prepare the reports for the quarterly Board of Directors meetings and attend the quarterly meetings to provide updates on the property's performance.

Except as otherwise provided in this Agreement, all management overhead expenses not directly related to on-site Project activities will be borne by the

Agent out of its own funds and will not be treated as Project expenses. However, the Agent will be reimbursed for off-site bookkeeping services up to the HUD approved amount and frontline support and tech support services as defined by the HUD Management Handbook.

2. Leasing

- a. During the Term, the Agent shall handle all negotiations with prospective residents of the Property and shall have the right to execute and enter into, on behalf of KHA, any and all leases or rental agreements ("Leases"), of residential units and any extension and renewal of said Leases, provided, however, that without the prior written consent of KHA, the Agent shall not enter into any Lease with any person for a term in excess of one (1) year. The Agent shall submit the proposed form of lease agreement to KHA for its written approval prior to the Agent's use of said lease agreement. Any changes, alterations, or modifications thereof must be approved in writing by KHA prior to use.
- b. The Agent shall be and act as KHA's exclusive Agent in leasing the Property.
- c. Agent shall not decline to lease any unit at the Property to a prospective resident on the basis of the resident's race, religion, national origin, ancestry, sex, sexual preference, physical handicap, or any other classification protected by law (i.e. Section 504). Prior to executing any Lease with a resident, the Agent shall investigate the financial ability and history of his/her rent payment history by securing income documentation such as paystubs, tax returns and social security award letters and performing credit checks. The Agent shall also conduct criminal background checks of each prospective resident and obtain references from the prospective resident's previous landlords, to the extent deemed necessary by the Agent, to protect KHA against financial losses and other liabilities. All expenditures incurred by the Agent for duties described in this Paragraph shall be considered operating expenses of the property.
- d. All lease terms including, but not limited to, rental rate, rental concessions, and security deposits are to be determined in the Annual Operating Budget. Any deviations from the Annual Operating Budget require prior written approval of KHA.
- e. The Agent is authorized to serve "notices to vacate" on tenants and to institute any action or proceeding it deems necessary to recover possession of leased premises; or to recover rent, charges, or other sums payable to KHA. The Agent may compromise and settle or otherwise discontinue any such action or proceeding provided the Agent first obtains KHA's written approval. In exercising the authority granted by this Paragraph, the Agent may incur collection fees, costs, and legal fees as agreed to in writing by the Agent and KHA. Any such fees or costs shall be considered operating expenses of the Property.
- f. The Agent shall collect a security deposit from each resident in an amount equal to the maximum authorized by law or as authorized in writing by KHA. The Agent shall collect and disburse each security deposit in accordance with the requirements for the governing Lease and then applicable law. The Agent shall deposit each security deposit in a separate interest bearing trust

account for the Property, separate from all other accounts and funds, designated as the "Tenant Security Deposit Account." If Agent is required to draw upon the Tenant Security Deposit Account, Agent shall cause the tenant to promptly restore the balance to its original level by all means provided for under the KHA Lease. The Agent shall include the KHA's Contracting Officer or its designee as an authorized signer on all Tenant Security Deposit Accounts.

- g. The Agent shall receive, consider, and respond to all resident complaints or problems in a professional manner consistent with the Agent's authority and duties described in this Contract.

3. Marketing of Vacancies

- a. The Agent shall aggressively pursue marketing practices that minimize vacancies and target residents (i.e. market rate, low-income, etc.) in compliance with all applicable laws. Marketing and leasing efforts shall feature the site, recent renovation and social service amenities offered at the Property.
- b. The Agent shall market the Property by using a full complement of available advertising media, such as newspapers, the display of signs at the Property, and the notification of available housing units to service agencies and organizations, and shall respond to all lease referrals. The Agent shall charge all expenses of advertising to the Property's accounts as an operating expense, as limited by the Annual Operating Budget.
- c. The Agent shall provide a weekly list of all vacant units at the property along with a phone and foot traffic log, and a narrative detailing the marketing plan of action.
- d. The Agent shall maintain current and accurate tenant waiting lists for the property in compliance with all applicable program regulations.

4. Operations and Maintenance

The Agent shall, at all times, maintain the property in a good, clean, habitable, and attractive condition acceptable to the KHA. Repairs shall be performed, as necessary, and shall be budgeted as part of the operating expense of the Property. To this end, the Agent shall:

- a. Perform the following, subject to any limitations imposed by KHA, all interior and exterior cleaning, painting, decorating, and carpentry; the periodic inspection, maintenance and repair of plumbing, heating, and ventilating systems, stoves and refrigerators; the periodic inspection, maintenance of outdoor grounds and facilities; and any other routine maintenance and repair work that becomes necessary.
- b. Hire all on-site Resident Managers, Property Supervisors, maintenance personnel, clerical and accounting staff for the Property in accordance with applicable equal employment opportunity requirements.
- c. Prepare vacant units for occupancy. Turnaround for each vacant unit will be completed within fifteen (15) business days from move-out, unless there are

extenuating circumstances such as a death or major damage. At least ninety-eight percent (98%) of the vacant units at each site are to be market ready at all times. Pre-occupancy inspections shall be completed for each unit with Agent and tenant identifying in writing the condition of the unit at the time of occupancy.

- d. Systematically and promptly receive and investigate all service requests from tenants, no later than 10 calendar days, take any necessary action and keep records of the action taken. Emergency repair requests shall be received and serviced on a 24-hour basis. Complaints of a serious nature (i.e. deaths, crime reported, etc.) shall be reported to KHA at the conclusion of an investigation by the Agent. Emergency repair requests include, but not limited, to the following:
 - i. Gas leaks;
 - ii. Broken water lines;
 - iii. Toilet stoppage;
 - iv. Exposed/frayed electrical wires, exposed fuse box connection, electrical failure throughout the unit;
 - v. Burst water heater;
 - vi. Destruction of exterior door (front/rear). Door broken and unable to lock;
 - vii. Broken window/window lock (front/rear of unit);
 - viii. Defective or omission smoke detectors;
 - ix. Elevator failure;
 - x. Collapsing wall and ceiling;
 - xi. Main line stoppage; and
 - xii. No water in unit.
- e. Purchase materials, supplies, equipment, tools, and services that are necessary for the operation and maintenance of the Property and maintain a current inventory of the same.
- f. Perform preventive maintenance of the Property to preserve the physical assets in accordance with sound property management practices. Included among these responsibilities are periodic inspections of sidewalks, walkways, stairs and paved areas to identify trip and other hazards and remediate the same in a timely manner.
- g. Procure consultants and specialty contractors as necessary, for the maintenance and repair of air conditioning and heating systems, elevators and other items requiring special maintenance and repair skills not usually possessed by regular maintenance employees.
- h. Conduct fire alarm system tests on a monthly basis. Conduct smoke detector tests semi-annually. Maintain written records of such inspections on site. Conduct fire drills at least annually. Training for staff and residents on fire, earthquake safety and crime prevention shall be conducted on an annual basis or more frequently if determined reasonably necessary in response to circumstances such as an increase in crime or the occurrence of a natural disaster.

- i. Coordinate with and accompany inspectors from KHA, the KHA's insurance carrier, the U.S. Department of Urban and Housing Development's Real Estate Assessment Center, and other KHA-authorized parties.
- j. Post a management sign on the building exterior of Property within one (1) month of execution of the contract which includes required information concerning service of notice of process and maintain the same during the Term in accordance with KHA requirements. The sign shall be of reasonable size and visible from the sidewalk with information regarding the management company and contact information, subject to KHA's approval.
- k. Obtain and maintain in full force and effect, all licenses and permits required by law.
- l. Conduct all tenant initial/recertification of eligibility in accordance with the respective Section 8 and/or Tax Credit Programs, perform monthly TRCS processing where applicable, administer reserve and replacement drawdown as periodically required, and process monthly vouchers where applicable submit routine program compliance reports, all of which are to include assurance of accuracy in accordance with all applicable HUD program requirements.

5. Financial Management and Reporting

a. Collection and Disbursements of Revenues

- i. Trust accounts, identified as "Operating Accounts", shall be established and maintained by the Agent for the Property. Accounts shall be established for the deposit of all amounts collected. The Agent shall include the KHA's Contracting Officer or its designee as an authorized signer on all Operating Accounts.
- ii. Upon written approval of KHA, all Operating Accounts shall be established in a bank or other financial institution whose deposits are FDIC-insured.
- iii. The Agent shall collect all rents and revenues from the Property. The Agent shall collect applicable charges, and other amount receivables, including any laundry room receipts and income from vending machines, from the Property on a daily basis. All funds received shall be deposited in the Property's Operating Account.
- iv. The Agent shall disburse, from funds collected and deposited in the Operating Accounts described above, all operating expenses for the Property, including salaries, services, utilities, minor maintenance and repair costs, service contracts and any other recurring operating expenses as authorized by KHA including the payment of the Agent's compensation. The Agent shall also pay from the Operating Accounts the single aggregate payment required to be made monthly by KHA such as the mortgages for the Property. Such payments, including amortized principal, interest and other charges, shall be paid directly to

the Mortgagee by the Agent unless otherwise directed by KHA. The Agent shall pay all the above operating expenses, mortgage and other payments prior to delinquency and shall be responsible for any late fees, charges or similar assessments.

- v. From the funds collected and deposited by the Agent in the Operating Account, the Agent will make the following disbursements promptly when payable:
 - Reimbursement to the Agent for compensation payment to the employees, and for the taxes and assessments, payable to local, State, and Federal governments in connection with the employment of such personnel.
 - Reimbursement to the Agent for funds advanced to cover frontline, day-to-day Project operating expenses, e.g. checks, bookkeeping, travel, etc.
 - The payments to be made monthly by KHA to pay taxes and assessments, fire and other hazards insurance premiums, and the amount required by the Regulatory Authority to the Reserve for Replacements.
 - All sums otherwise due and payable by KHA as expenses of the Project authorized to be incurred by the Agent under the terms of this Agreement, including compensation payable to the Agent, pursuant to Section 24 below, for its service hereunder.
- vi. Except for the disbursements described in Paragraph d, funds shall be disbursed or transferred from the Operating Accounts only as directed by KHA.
- vii. The Agent agrees to credit the Project with discounts, rebates or commissions, or property tax relief, as applicable to the Project.
- viii. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable, the Agent will inform KHA of that fact and KHA will explore funding options to cover the deficiency. In no event will the Agent be required to use its own funds to pay such disbursements.
- ix. Trust accounts, identified as "Security Deposit", shall be established and maintained by the Agent. Accounts shall be established for the deposit of all security deposit collected and disbursement of security deposits to vacating tenants. The Agent shall include the KHA's Contracting Officer or its designee as an authorized signer on all Security Deposit Accounts.
- x. The Agent shall organize and maintain a system of controls designed to insure the authenticity of bills, invoices, and statements charged and

paid. This system of controls must be detailed in the Management Plan and approved in writing by KHA.

- xi. The Agent understands, agrees and acknowledges that the property may be financed with the proceeds of tax-exempt revenue bonds (the "Bonds") or serve as collateral for the Bonds from time to time and that the documents pursuant to which the Bonds are issued (which may include, without limitation, an indenture of trust and deed of trust or mortgage and which are herein referred to collectively as "Loan Documents") may require; that revenues from the Property be remitted to a trustee or escrow agent, that funds to pay operating expenses be requisitioned from such trustee or escrow agent, and that revenues generated by the property otherwise be accounted for or administered in a manner inconsistent with or supplemental to the procedures herein described. The Agent agrees that, upon being provided with copies of any such Loan Documents, it shall timely comply with the terms of such Loan Documents applicable to the Agent, the property or revenues of the property. In the event of any conflict between the provisions of the Loan Documents and the provisions of this Scope of Work, the provisions of the Loan Documents shall control.

b. Accounting, Monthly Financial Reporting and Administering of Funds

i. Books and Records

The Agent agrees to keep accurate, complete and separate books and records of account for the Property in accordance with accepted accounting standards and procedures on the basis of a calendar year. These books shall detail all income and expenditures, accounts payable, accounts receivable, available cash and other assets and liabilities pertaining to the Property.

KHA may, at any time during the Agent normal business hours, either in person or through a representative, inspect all records and supporting and related documentation kept by the Agent relating to the management and operation of the property, including but not limited to, electronic records, checks, bills, vouchers, statements, cash receipts, and correspondence. KHA may, at its own expense, have an audit made of all accounting books and records connected with the management of the Property.

ii. Financial Reports

Each month the Agent shall prepare and submit to KHA financial reports for the Property on an accrual basis for the preceding month. The Agent shall deliver to KHA the following financial reports in an electronic format compatible with KHA's property management

software and Microsoft Excel or on software provided by KHA, as determined by KHA in its sole election:

- The preliminary trial balance report reflecting beginning balance, current month's debits and credits, and the ending balance on or before the last business day of the month.
- The Monthly income statement and balance sheets (financial statements) and final trial balance shall separately set forth data for both the current month and the year to date (including the current month). The Agent shall deliver to KHA copies of all bills paid by the Agent for the preceding month. Simultaneously with delivery of the monthly financial statements, the Agent shall also deliver to KHA rent rolls delineating Housing Assistance and tenant portions of rent charged for the month, account receivable aging report delineating between received from HUD and tenant; HUD form-52670 with supporting details, check registers for the Property; general ledgers, report of cash receipts that can be traced to the bank deposits, bank reconciliation with supporting bank statement; report of security deposits, monthly equipment & building improvements report for specified, single capital expenditures of \$5000 and above. Each such report and supporting documentation shall be delivered electronically to KHA on or before the 10th calendar day of the following month.

iii. Annual Financial Report

Within fifteen (15) days from the end of each calendar year during the Term, the Agent shall make available and provide access to the Property's records via electronic means acceptable to KHA and assist KHA's auditor in preparing the annual financial report for the preceding year.

With respect to each fiscal year ending during the term of this Agreement, the Agent will facilitate the preparation of an annual financial report, by a Certified Public Accountant ("CPA") experienced in the Project's type of funding, based upon the CPA's examination of the books and records of KHA and the Agent. The report will be prepared in accordance with the directives of the Regulatory Authority, will be certified by the CPA and the Agent, and will be submitted to KHA, within forty-five (45) days after the end of the fiscal year, for KHA's approval and submission to the Regulatory Authority and the Mortgagee. Compensation for the CPA's services will be paid out of the Operating Account as an expense of the Project. KHA will ensure that the CPA also submits all required external reports, such as the REAC filing and Form 1065, where required, on time.

iv. Remittance to KHA

Unless otherwise agreed upon, after the issuance of audited financials, the Agent shall transfer all excess cash in a separate excess cash account that will be under the control of general partnership to be distributed in accordance with the distribution schedule.

v. Delinquency

On or before the 15th calendar day of the month, the Agent shall prepare and submit to KHA, electronically via email if possible, a tenant delinquency report which reflects uncollectible accounts and recommendation for their write-offs, additionally Agent shall actively pursue collection efforts for all outstanding payments due from current and future tenants.

vi. Filing of Tax and Other Returns and Reports

The Agent shall work with the certified accounting firm to prepare and file all necessary and relevant tax and information returns and other documents required under the Internal Revenue Code, or any similar federal or state legislation. All returns must be submitted to the appropriate authority prior to the initial due date of the return. These documents shall include the filing of partnership tax returns and nonprofit information returns. The Agent agrees that the records and reports on the Property furnished to KHA by the Agent under this Contract shall set forth all required data as to operating expenses and income and shall be otherwise sufficient for the preparation of all required reporting by federal, state, or local authorities. KHA will designate the certified accounting firm for preparation of taxes and other returns and reports.

vii. Annual Operating Budget

The Agent shall prepare and submit to KHA for approval, an Annual Operating Budget (the "Budget") including, but not limited to, rents and other income and expenses, for the calendar year beginning January 1, and for each calendar year thereafter during the term of this Contract. The Agent shall submit the Budget to KHA at least 100 days prior to the beginning of the calendar year covered by the Budget except in the case of the first year of the Term where the Budget shall be submitted to KHA within sixty (60) days of the Commencement Date. Any changes to this submittal schedule shall be approved by KHA in writing. KHA shall promptly inform the Agent of any changes to be incorporated in the Budget, and the Agent shall keep KHA informed of any anticipated and actual deviations from the receipts or disbursements set forth in the approved Budget. The Agent is authorized to execute all documents related to the budget submission

process in the name of KHA. Disbursement for each type of operating expense itemized in the Budget may not exceed the amount authorized in the approved Budget without prior written approval from KHA. For expenses over \$10,000 that are not authorized in the approved Budget, the Agent must receive pre-approval from KHA before the expense can be incurred. Receipts shall be provided for all disbursements.

viii. Compliance with Loan Documents

The Agent agrees that it shall comply with any requirements relative to Agent preparation of the budget contained in any Loan or Regulatory Agreement. The Agent further agrees to provide to any parties entitled to records relating to the Property under the Loan and Regulatory Agreements (as such parties are identified to the Agent by KHA) access to the Agent's records relating to the Property on the same terms and conditions as the KHA. The Agent agrees to provide copies of any notices required to be sent by Agent to the KHA hereunder to such additional parties as specified in the Loan Documents or as otherwise directed in writing by the KHA.

6. Procurement Requirements

- a. KHA and Agent agree to obtain contract materials, supplies and services at the lowest possible cost and on the terms most advantageous to the Project and to secure and credit to the Project all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other transactions on behalf of the Project.
- b. The Agent shall solicit written cost estimates (i.e., bids) from at least three (3) Agents or suppliers for any work item which KHA or the Secretary estimates will cost Ten Thousand Dollars (\$10,000) or more and for any contract or ongoing supply or service arrangement which is estimated to exceed Ten Thousand Dollars (\$10,000) per year. The Agent agrees to accept the bid which represents the lowest price taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the service or goods are needed. For any contract or ongoing supply or service arrangement obtainable from more than one source and estimated to cost less than Ten Thousand Dollars (\$10,000), the Agent shall solicit verbal or written cost estimates, as necessary, to ensure that the Project is obtaining services, supplies and purchases at the lowest possible cost. The Agent must make a written record of any verbal estimate obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by the Agent shall be made part of the Project's records and shall be retained for three (3) years from the date the work was completed. This documentation shall be subject to inspection by the Regulatory Authority. The Agent agrees to submit such documentation upon request.

- c. The Agent further agrees to include the following clause in any contract entered into with an identity-of-interest firm for provision of goods or services to the Project when the cost of goods or services are to be paid from Project Funds: "Upon request by KHA, Agent or Regulatory Authority, the Agent or supplier will make available to the Regulatory Authority, at a reasonable time and place, its records which relate to goods or services provided to the Project." The Agent agrees to request such records from the Agent or supplier within seven (7) days from receipt of a written request.
- d. The Agent agrees to make available to the Regulatory Authority all records of the Agent and its identity-of-interest company(ies), if any, which relate to the provision of goods or services to the Project whenever Project funds have been used to pay for such goods and/or services (other than management services). In the event charges levied by an identity-of-interest firm exceed charges which were or would have been levied by non-identity of-interest firms for similar services or materials, KHA, at the request of the Regulatory Authority, shall refund any excessive amounts which were paid from the Project funds.
- e. KHA and Agent agree to provide equal opportunity for minority and women owned, Oakland based and socially disadvantaged firms to compete to provide goods and services.

7. Resident Management Relations

The Agent will encourage residents of the Project in forming and maintaining representative organizations to promote their common interests, and will maintain good faith communication with such organizations to the end that problems affecting the Project and its residents may be avoided or solved on the basis of mutual self-interest. In HUD-assisted projects, the Agent shall comply with applicable federal regulations governing tenant participation in multifamily housing programs at 24 CFR 245 et seq.

8. Utilities and Services

In accordance with the operating budget, the Agent will make arrangements for water, electricity, gas, fuel, oil, sewage and trash disposal, extermination, laundry facilities, and telephone service. The Agent will make such contacts, as may be necessary to secure such utilities and services.

9. Employees

Personnel necessary, in the Agent's opinion, to the efficient management of the Project will be employed. Such personnel may include, but shall not be limited to, an administrator/manager, administrative and maintenance employees, and a service coordinator. All such on-site personnel will be employees of the Agent, and not of KHA, and will be hired, paid, supervised, and discharged through the Agent, subject to the following conditions:

- a. The administrator/manager will have duties of the type usually associated with this position and will be supervised by the Agent's operations manager.

The Administrator will carry out his/her activities in the interest of good overall management.

- b. The compensation (including fringe benefits) will be within the Agent's sole discretion, providing that minimum wage standards are met.
- c. KHA will reimburse the Agent for compensation (including fringe benefits) payable to onsite staff, such as the Administrator, assistant administrator, social service coordinator, and maintenance personnel, plus all local, State, and Federal taxes, and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) and expenses incident to the employment of such personnel. The rental value of any dwelling unit furnished rent-free to the Administrator will be treated as a cost to the Project.

The Agent will ensure that hired personnel will have necessary expertise and knowledge to provide effective property management services in compliance with the applicable regulations and will provide quality assurance and compliance oversight as part of the contract. The fee for the quality assurance and compliance oversight should be included in the proposed management fee schedule.

10. Hazardous Materials

KHA shall defend, indemnify, and hold the Agent harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and attorney's fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Agent for, with respect to, or as a direct result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material which exists on, under or at the Property at any time during the term of this Agreement, and from time to time (including without limitation, any losses, liabilities, damages, injuries, cost, expenses, or claims asserted or arising under the Statutes), except to the extent of the Agent's gross negligence or willful misconduct; and the foregoing provisions of the undertaking and indemnification set out shall survive the termination of this Agreement.

For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substances or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive, Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, or any other Federal, state or local statute, law ordinance, code, rule, regulation, order or decree regulating or relating to, or imposing liability or standards of conduct concerning any hazardous toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material. For the purposes of this provision, Hazardous Materials shall not include materials commonly used in the operation and maintenance of

multifamily housing projects, provided that they are maintained and stored in such amounts and in such manner as to comply with the Statutes.

11. Compliance with Governmental Orders

The Agent will take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by Federal, State, county or municipal authority; subject, however, to the limitation stated in this document with respect to repairs. Nevertheless, the Agent shall take no such action so long as KHA is contesting, or has affirmed its intention to contest, any such order or requirement, provided, however, that the Agent shall only be required to delay or refrain from its performance pursuant to the foregoing part of this sentence so long as and to the extent that such delay or refrainment will not lead to the Agent's civil or criminal liability. The Agent will notify KHA in writing of all notices of such orders or other requirements within seventy-two (72) hours from the time of their receipt. KHA and the Agent agree to comply with the National Environmental Policy Act, the Clean Air Act, the Federal Water Pollution Control Act, and the Lead-Based Paint Poisoning Prevention Act, if applicable.

12. Security

Emergency (911) response and investigation of crimes are the responsibility of the Oakland Police Department (OPD). The Agent will report any emergency and/or crime to the OPD. The Oakland Housing Authority has its own police department (OHAPD) to assess risk of crime, threats to safety, to enforce parking regulations, to design and undertake crime prevention strategies, and otherwise to augment the services provided by the OPD. The Agent will be responsible for coordinating management activity and services with the OHAPD.

The Oakland Housing Authority Police Department (OHAPD) is a nationally accredited enforcement agency by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The Department is currently comprised of 28 sworn police officers that have full KHA to arrest, and enforce all city, state and federal laws as well as agency policies and procedures. The OHAPD provides superior law enforcement service to residents, employees and visitors of Oakland Housing Authority properties located throughout the City of Oakland between the hours of 9:00 a.m. and 2:00 a.m., seven days per week, 365 days per year.

In addition, the Agent will provide services such that the security and safety of the residents are maximized.

Furthermore, the Agent will inform KHI's board members or their liaison as well as designated officials immediately of any event or situation, including any structure fire, police action or emergency situation, as set forth in the Management Agreement.

2.6 Special Considerations

The following special considerations should be considered by offerors in preparing a proposal:

1. KHA will designate, as a primary contact, a staff member to provide oversight and quality assurance for this contract. The Agent's "Project Leader" will be expected to work to establish a regular communication format through which KHA can be kept current on all management and maintenance activities related to the property.
2. The Agent will be expected to uphold the fiduciary and professional responsibilities including price competitiveness, suggestions for improving the marketability and viability of the property, and cost effective operation of the property in the same manner as it would for a private owner.
3. Tax credit regulations require some reporting requirements that are unique to tax credit. The Agent may be required to submit management or financial reports in a format somewhat different than it may otherwise utilize and at by the timelines not specified in this scope of work to satisfy the tax credits and the investor requests.

3. PROPOSAL SUBMISSION REQUIREMENTS

Interested parties must submit the required documents and provide a narrative of the services proposed.

KHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that KHA will consider factors other than just cost in making the award decision). Therefore, so that KHA 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 KHA 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. KHA will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

Proposals shall be submitted in 8-1/2" x 11" size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The proposal should **not exceed 70 pages** in length, excluding appendices, if any. The form, content and sequence of the proposal should follow the outline presented below.

3.1 Documents Required

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 KHA, 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 KHA for damages as a result of any act or omission not authorized by KHA for damages as a result of any act or omission not authorized by KHA 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 KHA with Certificates of Insurance for the preceding coverage. The insurance policies must name KHA 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 KHA.

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. Sub-Contractor Form (if applicable) (Exhibit B)

F. Non-Collusion Affidavit Form (Exhibit C)

G. W-9 Form (Exhibit D)

H. HUD-5369-C (Exhibit F)

I. Qualification Statement (Exhibit H)

J. Applicable business license.

3.2 Proposal Format

1. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Contracts Administrator and must, at a minimum, contain the following:

- a. Identification of the offering firm(s), including name, mailing address, e-mail address and telephone number of each firm;
- b. Name, title, address and telephone number of contact person during period of proposal evaluation;
- c. Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- d. Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by KHA);
- e. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred-eighty (180) days from the due date for proposals;
- f. Acknowledgment of receipt of RFP addenda, if any; and
- g. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Table of Contents

Immediately following the transmittal letter and introduction, there shall be a complete table of contents for material included in the proposal.

3. Qualifications, Related Experience and References

Overview: This section shall establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed, including work for KHA or other agencies; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any subcontractors included in the offer.

- a. Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) and organizational conflicts of interest that may affect the proposer's ability to perform contractually. Organizational Conflicts of Interest is defined as:
 - i. A contractor possesses an unfair competitive advantage in competing for the contract; or
 - ii. Award of the contract may result in an unfair competitive advantage for future work; or
 - iii. The contractor's objectivity in performing the contract work may be impaired.
- b. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- c. Describe your firm's most noteworthy qualifications for providing the required services to KHA. Specifically highlight those qualifications that distinguish you from your competitors.
- d. Provide a list of business clients--especially public housing authorities or other public agencies--to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that KHA can contact as references for your firm.
- e. Furnish an appendix of financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

4. Proposed Staffing and Project Organization

Overview: This section shall discuss the staff of the proposing firm who would be assigned to work on KHA's project.

- a. Identify the key personnel from your firm that would be assigned to KHA's project. Include a brief description of their qualifications, job functions and office locations. Designate a Project Manager who would provide day-to-day direction of the required work and become KHA's primary contact person. Detailed work resumes, specifying educational, work experiences and certifications (e.g. Certified Occupancy Specialist (COS), Rent Calculation, etc.) deemed relevant to the type of work to be undertaken for KHA's approval. In addition, specify the name of the person designated as

the "Project Leader" who will be responsible for the coordination of the work efforts of the team.

- b. If more than two people will be assigned to KHA's project, include an organization chart that clearly delineates communication/reporting relationships among the project staff.
- c. Provide key staff member's resumes.

5. Work Plan/Technical Approach

Overview: This section shall establish the proposer's understanding of the Oakland Housing Authority's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.

- a. Describe as succinctly as possible how your firm would accomplish the work and satisfy KHA's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring progress.
- b. Describe what information, documents, staff assistance, facilities or other resources you would require from KHA to complete your work; declare any other critical assumptions upon which your work plan is based.
- c. Describe and, if appropriate, quantify the deliverables to be furnished to the KHA during and at the conclusion of the project (e.g., final report in 5 copies, 2 oral presentations of project findings, etc.).
- d. Furnish a schedule projecting the completion of the required work; express time elapsed in days/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.
- e. A sample Management Plan, including a clear and concise description of the proposed property management program including maintenance cost control, quality assurance, and tenant relations activities.
- f. An example of a monthly report actually prepared for an Owner.
- g. A proposed pro forma budget for expected property operations income and expenses, including proposed per unit per month management fee.

6. Cost and Price

This section shall disclose all charges to be assessed by KHA for the required services and declare the proposer's preferences for method and timing of payment.

- a. Quote a total price for completing all requirements outlined in the Scope of Work. Please include all pass-through site costs, which are part of the annual budget, and management company fees on Attachment A., the Bid Form. Please also include the same information requested immediately above for each option term.
- b. Declare any conditions that may result in the total price quoted in 7 a. above being increased during the term of the contract.
- c. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that KHA could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis, regardless of the method chosen in item a., above, to price the base proposal.
- d. Furnish a schedule of hourly labor rates that the Authority could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis, regardless of the method chosen in item a., above, to price the base proposal.

7. Insurance Requirements

During the term of this Contract, the Agent shall, at its own cost and expense, procure and maintain the types of insurance listed below.

- a. The Agent shall procure workers' compensation insurance in accordance with the laws of the State of California and employer's liability insurance applicable to and covering all employees of Agent at the Development and all persons engaged in the performance of any work required under this agreement for an amount not less than \$1,000,000 covering claims and suites by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance. KHA and its partners shall be protected in all such insurance by provision to KHA of a Waiver of Subrogation. Agent shall provide KHA with a certificate of insurance evidencing that workers' compensation and employers' liability insurance are in force and providing no less than ten (10) days' notice to KHA prior to cancellation or changing insurance carrier.
- b. Comprehensive General Liability, including coverage for Properties damage and independent contractors, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and fire damage/legal liability in the amount of \$50,000 ensuring out of claims from Agent's actions outside the scope of the agency relationship created by the Agreement, including without ; and

- c. Professional Liability Errors and Omissions coverage with limits not less than \$1,000,000 per occurrence, with KHA as a Certificate holder. ERRORS AND OMISSIONS INSURANCE: The Agent shall procure and maintain insurance against the misfeasance, malfeasance, or non-feasance (errors and omissions) of the Agent relating to the management of the Properties with limits of not less than \$1,000,000.00 per occurrence with a discovery period of not less than 18 months and with a deductible of not less than \$10,000.00 per claim. Blanket Crime Insurance, which includes Employee Dishonesty coverage, naming the KHI as "Loss Payee"; and
- d. KHA shall additionally cause the insurance described in any Mortgage Documents and the Partnership Agreements to be placed and kept in effect at all times.
- e. All Insurance will be placed with such companies, on such conditions in such amounts and with such beneficial interest appearing thereon as is set forth in any Mortgage Documents and Partnership Agreement.
- f. Agent shall promptly investigate and report in detail to KHA all accidents and claims for damage relating to the ownership, operations, or maintenance of the Property, and any damage or destruction to the property and the estimated costs of repairs, and shall prepare for approval by KHA all reports required by insurance company in connection with any such accident, claim, damage or destruction. This reports shall be given to KHA promptly and in any case within five (5) business days after the occurrence of any such accident, claim, damage, or destruction
- g. Fidelity Bond, in the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000) for all its officers and corporate employees who handle KHA's and/or the Project's funds, or two (2) months gross potential income of the Project, whichever is greater. The bond shall be conditioned to protect KHA against misappropriation of the Project funds by the Agent and its employees. In addition, the Agent, with the approval of KHA, shall provide a bond of like kind to cover on-site personnel, and its premium shall be paid from the project income.

8. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Sample Consultant Agreement presented in the attachments, must be declared and thoroughly explained in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed.

9. Appendices

a. Supporting Documents

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

b. Additional Information

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

10. Affidavits, Certification Forms

As evidence of conformance to the Authority's policies, complete and include as an appendix to your proposal all of the required forms, certifications and affidavits. Please attach as exhibits. Any proposer's inability or unwillingness to complete each form may render its proposal non-responsive. If your firm is unable or unwilling to comply with one or more of these policies, declare this and explain the reasons.

4. SELECTION PROCESS

4.1 RFP Timeline

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

May 19, 2014	RFP Issued
June 2, 2014 at 10:00 a.m.	Pre-Proposal Conference. Project Manager will provide a brief overview of the scope of work and answer questions. Additionally, questions may be addressed to <i>Courtney Creswell</i> at ccreswell@oakha.org .
June 4, 2014	Questions in writing via email, due by 10:00 a.m. PST
June 9, 2014	Responses to questions and Addendum issued and posted on the Oakland Housing Authority's website if necessary.
June 16, 2014 at 10:00 a.m.	Proposals due by 10:00 a.m. PST. To be submitted to Contract Compliance and General Services (CCGS) at 1801 Harrison Street, Oakland CA 94612. Proposals must be delivered, postmarks will not be accepted.

4.2 Pre-Proposal Conference

There will be a pre-proposal conference for this RFP at 1801 Harrison Street 1st Floor, Oakland, CA 94612 on **June 2, 2014 at 10:00 a.m.**

4.3 Questions/Answers

All questions must be submitted in writing via email to ccgs@oakha.org no later than **10:00 a.m. (PDT) June 4, 2014**. All questions will be answered in writing and an addendum issued and posted on the Oakland Housing Authority's website if applicable on **June 9, 2014**.

No questions will be responded to after the question and answer period has expired. (Oakland Housing Authority's Website: www.oakha.net/ Select Business Opportunities / Select Open RFPs and Bid Status / Select Active Bids).

4.4 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 KHA 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.

4.5 Proposal Due Date

Responses to this solicitation will be accepted in KHA's Contract Compliance and General Services (CCGS) Office until **10:00 a.m. (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 #14-006 Property Management Services for Low Income Housing Tax Credit Development – Keller Plaza Apartments."**

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
KHA c/o Oakland Housing Authority
1801 Harrison Street, First Floor
Oakland, CA 94612
Phone: (510) 587-2166 Fax: (510) 587-2124
E-mail: 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 KHA, 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 KHA requirements contained within the documents may cause that proposer to not be considered for award.

4.6 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, rated and ranked. The highest ranked company will be selected to negotiate a contract with KHA. The selections will be the sole responsibility of KHA or their designated agent or entity. KHA reserves the right to reject any and all proposals, and shall select the firm(s) based on the most advantageous conditions for KHA.

A. Initial Evaluation for Responsiveness

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

B. Evaluation Committee

Internally, an evaluation packet will be prepared for each evaluator. KHA 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 KHA 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 (KHA 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**

KHA 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 KHA 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 KHA board at a scheduled meeting for approval. Contract negotiations may, at KHA'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.

4.7 Evaluation Criteria

The following criteria will be used to evaluate all proposals:

No.	Criteria	Points
1.	<u>Experience</u> : Respondent's demonstrated experience in managing HUD and TCAC low income family housing, in particular, working with government entities such as public housing authorities.	25
2.	<u>Quality of Service</u> : Capacity to provide timely, professional and courteous service with a focus on residents' needs, regulatory compliance and maximizing portfolio revenue as evidenced by past performance.	25
3.	<u>Approach to the Project</u> : Relevance of respondent's approach and narrative summary of delivering anticipated services.	25
4.	<u>Cost</u> : TBD by CCGS – will determine points based on bid coefficient.	25
	<u>Total</u>	100

5. ADDITIONAL REQUIREMENTS

5.1 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 KHA's 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, KHA 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.

KHA reserves the right to enter into discussions with the firm whose proposal is deemed most advantageous and in best interest of KHA for the purpose of negotiations. KHA 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. KHA reserves the right to develop a qualified list if deemed advantageous to KHA.

KHA 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 KHA pursuant to this RFP:

1. **Contract Form:** KHA will not execute a contract on the successful proposer's form--contracts will only be executed on the KHA form (please see **Sample Consultant Agreement**) and by submitting a proposal the successful proposer agrees to do so (please note that KHA reserves the right to amend this form as KHA deems necessary). However, KHA 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 KHA to do so; but the failure of KHA to include such clauses does not give the successful proposer the right to refuse to execute KHA's contract form. It is the responsibility of each prospective proposer to notify KHA, 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. KHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by KHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
2. **Assignment of Personnel:** KHA shall retain the right to demand and receive a change in personnel assigned to the work if KHA believes that such change is in the best interest of KHA 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 KHA. Any purported assignment of interest or delegation of duty, without the prior written consent of KHA shall be void and may result in the cancellation of the contract with KHA, 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 KHA.

5.4 Financial Accounts

KHA will have access, receive copies, and may audit the records and financial accounts of the firm to determine the competence and financial stability of the agency.

5.5 Indemnification

The Agent expressly agrees to indemnify, defend and hold KHA, its commissioners, 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 Agent's operation or performance under the resultant contract. The Agent will also indemnify the Oakland Housing Authority for damages as a result of any act or omission not authorized by the Oakland Housing Authority on the part of the consultant or any agent or person employed by the consultant.

5.6 Contract Term

The term of the contract is in effect for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided for three (3) additional one-year period or portions thereof.

In the event that KHA exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate and rental subsidy adjustments and minor scope additions and/or deletions which may be agreed upon.

ATTACHMENTS

(EXHIBITS / FORMS / DOCUMENTS)

EXHIBIT A

Cost Form

Exhibit A BID FORM Keller Plaza Family LIHTC Development

Management Fee Schedule

		Monthly Management Fee Per Unit	Monthly Management Fee for 200 Units	Annual Management Fee for 200 Units	Monthly % of the gross collected income (optional)
Initial Term	Year One				
	Year Two				
	Year Three				
1 st Option Term	Year One				
2 nd Option Term	Year One				
Totals:					
(Add all contract years, include option years. Five (5) Years Total)					

Bookkeeping Fee Schedule

		Monthly Bookkeeping Fee Per Unit	Monthly Bookkeeping Fee for 200 Units	Annual Bookkeeping Fee for 200 Units
Initial Term	Year One			
	Year Two			
	Year Three			
1 st Option Term	Year One			
2 nd Option Term	Year One			
Totals:				
(Add all contract years, include option years. Five (5) Years Total)				

<p style="text-align: center;"><u>Grand Total:</u></p> <p>(Total Annual Bookkeeping Fee for 200 Units + Total Annual Bookkeeping Fee for 200 Units = Grand Total.)</p> <p><i>The grand total will be used as an evaluating factor in the area of cost. Cost will be determined using the grand total submitted below.</i></p>	<p style="font-size: 1.2em;">\$:</p> <p>_____</p>
--	---

Contractor Name: _____ Authorized Signature: _____

Title: _____ Date: _____ Email: _____

Address: _____ Telephone: _____

EXHIBIT B

Sub-Contractor Form

(if applicable)

SUBCONTRACTOR FORM

(PAGE 1 OF 2)

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

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

(Attach additional page if necessary.)

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

SBE - Small Business Enterprise

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

SUBCONTRACTOR FORM

(PAGE 2 OF 2)

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

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

Date _____

Name of Bidder _____

By _____

By _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

EXHIBIT C

Non-Collusion Affidavit Form

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, Being first duly sworn, deposes and says,

That s/he is, _____ the party making the foreseeing 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

W9 Form

Request for Taxpayer Identification Number and Certification

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

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"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number											
[] [] [] [] [] [] [] [] [] [] [] []	-	[] [] [] [] [] [] [] [] [] [] [] []									

Employer identification number											
[] []	-	[] []									

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

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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

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. 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 will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic 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, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the 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 tax classification in the space provided. If you are an LLC that is treated as a partnership for 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. 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 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 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.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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.

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

The following payees 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, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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. 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

HUD-5369 B

Instruction To Offerors – Non-Construction

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

EXHIBIT F

HUD-5369 C

Certifications and Representations of Offers

Non-Construction

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT G

HUD-5370 C Section 1

General Conditions for Non-Construction Contracts

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

EXHIBIT H

Qualification Statement

OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)

QUALIFICATIONS STATEMENT *(Page 1 of 2)*

This statement must be fully completed and submitted with the bid. (It shall be retained on file for one calendar year.)

All questions must be answered, with responses clear and complete. Attach additional pages if needed.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted by: _____

(Contact Person)

Company Name: _____

Phone #/Email: _____

Business License #: _____

A. Organization

- How many years has your company been in business in the State of California for the type of work you are submitting a bid for?
- How many years has your company been in business under its present business name in the State of California?
- If your company a corporation, answer the following:
 - i. Date of incorporation:
 - ii. State of incorporation:
 - iii. President's name:
 - iv. Applicable business and trade licenses:
- If your company a partnership, answer the following:
 - i. Date of licensing:
 - ii. Type of partnership:
 - iii. Name(s) of general partner(s):
- If your company individually owned, answer the following:
 - i. Date of licensing:
 - ii. Name of owner:
- How many employees does your company currently employ?

B. Licensing

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

C. Experience:

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)

**OAKLAND HOUSING AUTHORITY
CONTRACT COMPLIANCE & GENERAL SERVICES (CCGS)**

QUALIFICATIONS STATEMENT *(Page 2 of 2)*

- Has your company ever failed to complete any work awarded to it?
 Yes **No**

If yes, what was the name of the contract and what was the reason for default?

- Has your company ever refused to sign a contract after award of the bid?
 Yes **No**

If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?
 Yes **No**

If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.
 Yes **No**

- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.
 Yes **No**

D. Insurance/Financial Information:

- Name of Insurance Carrier:
- Name and address of agent:
- Upon request, will you complete a detailed financial statement and furnish any other information required by the Oakland Housing Authority?
 Yes **No**

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

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Oakland Housing Authority, verifying the declarations included in this Statement of Qualifications.

By: _____ Date: _____

Title: _____

EXHIBIT I

Vendor Protest and Claims Procedures

VENDOR PROTESTS AND CLAIMS PROCEDURES

(As extracted and revised
from Oakland Housing Authority
Contracting and Purchasing Procedures)

SECTION 1.19 VENDOR PROTESTS AND CLAIMS PROCEDURES

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

Definitions:

OHA: The abbreviation for the Housing Authority of the City of Oakland, California.

Contracting

Officer: The Executive Director of OHA or the person designated by the Executive Director in writing.

Vendor. 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.

Claim: 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 (MMO9501) furnished by OHA (copy attached).

Protest: A written complaint about, or an objection to, an administrative 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 (copy attached).

Response to

Solicitation: The vendor's written bid, quotation or proposal submitted in response to OHA's call for bids, quotations or request for proposals.

Who May Submit A Protest or Claim:

Any person as defined above in "Vendor" may submit a protest or claim.

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

A. Vendor protests prior to bid, quote or proposal opening:

1. Vendor must submit a written notice of protest to OHA's Contracting Officer eight or more calendar days prior to the date set for the bid, proposal, or quotation opening.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging receipt of the notice. The Oakland Housing Authority acknowledgement shall indicate if the notice was filed within if required time period. A late notice is not eligible for consideration under this procedure. Any protest received after eight days prior to the date set for the bid, proposal, or quotation opening may be rejected without further consideration or may be considered under paragraph B below at the direction of the Contracting Officer.
3. Contracting Officer shall review the solicitation record to ensure the information provided by the protesting vendor is accurate. Based on a review of the vendor's protest and other relevant information, the Contracting Officer shall prepare a "Finding of Fact."
4. Based upon the "Finding of Fact," the Contracting Officer may elect to:
 - a. Amend the Invitation to Bid by addendum to all prospective vendors. Addendum is to be mailed by registered mail, four or more days prior to the date of scheduled bid opening.
 - b. Terminate the current Invitation to Bid, Quote, or Request for Proposal.
 - c. Reject the claim in writing, detailing reason(s) for the rejection.

B. Protests after the bid, quote, or proposal opening, but prior to award of contract:

1. Vendor must submit a written notice of protest to the Authority's Contracting Officer within three calendar days of the bid opening date.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging 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.
3. The vendor's protest, along with the solicitation's tabulation sheet, scope of work, copies of all 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."

CONTRACTING & PURCHASING PROCEDURES

4. Based upon the "Finding of Fact;" the Contracting Officer may take any of (but is not limited to) the following actions:
 - a. Allow the vendor to withdraw the vendor's response to the solicitation.
 - b. Reject one or more vendor(s) response(s) to the solicitation for failing to be complete, lacking the required guarantee, or failing to conform to the solicitation's instructions.
 - c. Reject all of the responses to the solicitation.
 - d. Disqualify one or more vendor (s) as non-responsible and therefore ineligible for an award of contract.

Note: If the dollar amount of the lowest responsible response to the solicitation is such that the Board of Commissioners must approve the award of the contract, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding (a-d above).

C. Protests or claims after the award of contract (to be utilized in the absence of contractual language governing protests or claims):

1. The vendor must, submit a written notice of protest or claim to OHA's Contracting Officer within seven calendar days. The time period shall start the day immediately following the date of the incident on which the notice is based.
2. Immediately upon receipt of the vendor's notice, the Contracting Officer shall date-stamp the notice and send a letter to the vendor acknowledging 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.
3. The Contracting Officer, with reasonable promptness (after obtaining the approval of HUD, if required), shall render a written decision to the vendor. Unless the vendor, within seven calendar days after the receipt of the decision, notifies the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
4. The Contracting Officer's decision shall be final unless the vendor has accomplished all of the following:
 - a. Given the notice of protest or claim within the proper time period, and
 - b. Signed a final release of all claims, other than those unsettled claims listed on the final release with their separately stated amounts, and
 - c. Brought suit against OHA (not later than one year after final payment, or in the absence of a final payment, within one year after a written request by OHA to the vendor to submit a final invoice or release) for a disposition of the protest or claim by a court of appropriate jurisdiction.

CONTRACTING & PURCHASING PROCEDURES

5. Whether or not the vendor presents a protest or claim to the Contracting Officer or takes exception to a decision of the Contracting Officer, the vendor, unless directed otherwise by the Contracting Officer, shall proceed with the work as directed.

D. OHA record requirement:

1. 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.

OAKLAND HOUSING AUTHORITY

NOTICE OF PROTEST OR CLAIM

CLAIMANT: _____ DATE: _____

ADDRESS: _____

AGENT FILING: _____

PHONE: _____

Purchase Order No.:

Invoice No.:

Bid No.:

REASON FOR CLAIM OR PROTEST (ATTACH COPIES OF DETAIL DOCUMENTS IF ANY):

(OHA USE ONLY)

NOTIFICATION: _____

DATE RECEIVED STAMP

CONTRACTING OFFICER: _____

FILING DATE: _____

COMMENTS: _____