



Oakland Housing
Authority

REQUEST FOR PROPOSALS (RFP) #23-003

Temporary Employment Services

RFP Issued:	March 09, 2023
Questions Due	March 16, 2023, by 10:00 AM (Pacific Time)
Email Questions To:	ccgs@oakha.org or hfriend@oakha.org (Indicate above RFP #23-003 in "Subject")
Proposal Due:	March 28, 2023, @ 10:00 AM (Pacific Time)

**Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority (The Authority)
1619 Harrison Street, Oakland, CA 94612
e-mail: CCGS@oakha.org**

Contact person for the above RFP: Hannah Friend, Contract Specialist
Email: hfriend@oakha.org

REQUEST FOR PROPOSALS (RFP) #23-003

TABLE OF CONTENTS

1.	General Information.....	4
1.1	RFP Introduction.....	4
1.2	The Authority Reservation of Rights	4
1.3	The Authority Information	5
2.	Scope of Work	5
2.1	Temporary Contractor Definition	8
2.2	Background Checks	8
2.3	Placement Position Descriptions.....	9
2.4	Work Hours.....	9
2.5	Rates and Fees.....	10
2.6	Subcontractors.....	10
3.	Proposal Submission Requirements	10
3.1	Proposal Format.....	11
	A. Letter of Interest.....	11
	B. Experience and Past Performance	10
	C. Approach to Project.....	12
	D. Price Proposal	13
3.2	Required Forms/Certifications	13
	A. Proposed Cost Form	13
	B. Cover Page Form.....	13
	C. Current Client References	13
	D. Profile and Certification Form	13
	E. HUD Form-5369-A	14
	Process for Selecting Contractor	14
3.3	RFP Timeline	14
3.4	Questions/Answers	14
3.5	Proposal Due Date.....	14
3.6	Selection Process	15
3.7	Evaluation Criteria.....	16
4.	Contract Requirements	17
4.1	Contractor Requirements.....	17
4.2	Contract Award	17
4.3	Contract Conditions	18
4.4	Contract Terms	19
4.5	Contractor's Breach	19
4.6	Remedies in Case of Breach	19
4.7	Record and Financial Accounts	19

Documents (in the order of the RFP Package)		MUST be submitted with Proposal.
PROPOSAL SUBMISSION REQUIREMENTS (in Section 3 of RFP)		
	<p>1. Proposal Format</p> <ul style="list-style-type: none"> A. Letter of Interest B. Demonstrated Experience and Past Performance C. Technical Capabilities D. Approach to Project E. Proposed Cost Form <u>(See Attachment A)</u> <p>2. Required Forms/Certifications <i>(All forms attached – except addendum acknowledgment. This will be issued if an Addendum is issued)</i></p> <ul style="list-style-type: none"> A. Proposed Cost Form B. Cover Page Form C. Current Client References D. Profile and Certification/Qualifications Form E. Form HUD-5369-A 	√
ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS		
A.	Proposed Cost Form – Attachment A	√
B.	Cover Page Form- Attachment B	√
C.	Current Client References – Attachment C	√
D.	Profile and Certification/Qualifications Form- Attachment D	√
E.	HUD-5369 A, Representations, Certifications, and Other Statements of Bidders- Attachment E	√
F.	Housing Authority Job Descriptions	
G.	The Authority Insurance Requirements	
H.	Sample Contract Agreement	
I.	Vendor Protests And Claims Procedures	

1. **GENERAL INFORMATION**

1.1 **RFP Introduction**

The Oakland Housing Authority (the “Authority” or “OHA”) invites interested firms to submit responses to this Request for Proposal (RFP) for providing temporary employment for work assignments that are non-permanent or seasonal in nature. The Authority may opt to make multiple awards to provide adequate coverage.

The Human Resources Department is responsible for providing human resources services to all departments within the organization, including providing the temporary contractors for each department.

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

1.2 **The Authority Reservation of Rights**

- The Authority 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 the Authority to be in its best interests.
- The Authority reserves the right not to award a Contract pursuant to this RFP.
- The Authority reserves the right to terminate a Contract awarded pursuant to this RFP, at any time for its convenience.
- The Authority reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- The Authority reserves the right to negotiate the fees proposed by the proposed entity.
- The Authority 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.
- The Authority shall reserve the right at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The Authority is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to the Authority.

1.3 The Authority Information

The Housing Authority of the City of Oakland was established in 1938 to assure the availability of quality housing for low-income persons. The Authority operates federally funded and other low-income housing programs and assists over 16,000 of Oakland's lowest-income families, elderly, and persons with disabilities. The Authority serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the Authority. The Authority's mission and vision are more important now than ever before as essential service providers. Its employees remain committed to helping each resident find the best pathway for individual success and long-term resiliency. Working together, the Authority can strengthen community bonds by uplifting and engaging families to help them shape not only their future but the future of Oakland as it intentionally ensures diversity, equity and inclusion is woven through all that it does. The Authority seeks a Contractor that understands and can foster its diversity, equity and inclusion vision and who will work in partnership with employees at all levels and facilitate the training and growth of staff competencies.

The mission of the Housing Authority of the City of Oakland is:

To assure the availability of quality housing for low-income persons and to promote the civic involvement and economic self-sufficiency of residents and to further the expansion of affordable housing within Oakland.

2. SCOPE OF WORK

The Authority has operational needs for temporary contractors to supplement its current work force. These temporary staffing needs arise from many reasons: permanent employees out on extended medical and other leaves of absences and vacation, special projects that require additional personnel, and the operational decision to postpone filling the position. Additionally, there have been instances where the Authority has found the need to undertake more specialized work requiring specific skills that staff from temporary agencies can cost-effectively provide.

The selected agency(ies) will be required to fulfill work assignments by matching requested professional and unskilled trades skill sets in the areas of accounting, finance, office administration, clerical, legal, property management, programs operation, maintenance, management, and other areas as needed. Individual temporary assignments can run from a few days to several months. Individual assignments are usually six (6) months, maximum.

The Authority intends to establish a good working relationship with one or more temporary employment agencies that will provide fast, quality temporary contractors at reasonable, standard billing rates, and without conversion fees/buyout agreements. Existing temporary contractors will not be required to switch firms.

It is the intent of this RFP to establish a term contract, with a vendor or multiple vendors for the Oakland Housing Authority (OHA) for labor, materials, and equipment necessary to provide Temporary Employment Services. OHA owns and manages multiple housing units in a variety of configurations, throughout the City of Oakland.

The OHA is looking for the most responsive and responsible vendor that will be committed to providing the best level of service. Through a competitive qualification and bid-based procurement process, the Oakland Housing Authority intends to enter into an agreement with a qualified vendor for Temporary Employment Services

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

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

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

Under the direction of the Director of Human Resources, the selected temporary employment agency will:

- A. Provide suitable temporary contractors for work assignments for the length of time required with the skills to satisfy the Authority's needs, after screening, testing and interviewing personnel.
- B. Email resumes and test results of temporary contractors for review and assignment approvals.
- C. Notify the Authority of any candidates submitted for consideration who are current and/or former clients of the Oakland Housing Authority.
- D. Provide a minimum of three candidates to the Authority to interview for work assignments.
- E. Offer regular follow-up on temporary positions that have not been filled.
- F. For temporary positions identified as requiring the candidates to operate an Authority vehicle, the agency will ensure that the candidate possesses a current, valid, and insurable State of California driver's license.

- G. As a result of the position occupied, temporary contractors may be exposed to sensitive and/or confidential Oakland Housing Authority client information. The Agency shall have on file and Oakland Housing Authority approved non-disclosure agreement.
- H. Check the background and maintain files of temporary contractors who will perform assignments that require a valid State of California insurable driver's license, limited/no criminal record, and/or signed non-disclosure agreements.
- I. Provide the billing rate for each temporary contractor upon filling an order. If a set mark-up is established, provide the billing rate and the pay rate of the temporary contractor.
- J. Present a single point of contact to support the Authority's account.
- K. Provide detailed monthly temporary staffing reports with the name of the contractor, placement classification, Housing residency status, department in which the contractor worked, start and end dates (or anticipated end date), applicable billing rate, hours worked, and total amount billed.
- L. Maintain a recruiting and hiring program that complies with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the California Department of Fair Employment and Housing Act ("DFEH").
- M. Inform temporary contractors in writing that they are employed by the Agency, and not the Authority.
- N. The Oakland Housing Authority's Code of Conduct is for Contractors to temporary contractors that lists the Authority's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, and anti-retaliation policies. Agency will obtain written acknowledgement from each contractor provided under this contract that he/she has read, understood, and agrees to abide by the policies and procedures.
- O. Notify temporary contractors in writing that job-related illness/injury reports are to be made with Agency. Agency and/or its designee shall notify the Authority's Human Resources staff within 24 hours of receipt of any such reports.
- P. Inform temporary contractors that they are required to abide by the Authority's policies and procedures. The Agency will promptly notify the Authority's Human Resources Director of any human-resource type issue raised by the temporary contractor that may affect the Authority, its staff, and residents, such as threats of violence, harassment, discrimination, or retaliation.
- Q. Be solely responsible for and holding the Authority harmless from all administrative employment matters regarding Agency employees including, but not limited to, all.

payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.

R. Pay temporary contractors in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA"), California Labor Code, the City of Oakland's Minimum Wage Law, and for laborers, the HUD Maintenance Wage Rate (refer to Section 2.5 – Rates and Fees). Agency will maintain complete and accurate records of all wages paid to the temporary contractors and is responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid.

2.1 Temporary Contractor Definition

Temporary contractors placed in the Authority will meet one of the following conditions:

1. Full-time seasonal or limited term appointment is limited to six (6) months or less;
2. Part-time appointment is limited to less than an average of 20 hours per week for less than one year; or
3. Appointment is an on-call, intermittent, emergency, substitute or other irregular basis that reaches no more than 1,000 hours during a fiscal year (July 1st to June 30th).

2.2 Background Checks

The Agency is required to conduct an initial screen of temporary contractors. All misdemeanor and felony convictions from the age of 18 years incurred in any County and State must be disclosed to the Authority.

The Authority will conduct criminal background checks in accordance with State and Federal law prior to the placement of temporary contractors at no cost to the Agency.

2.3 Placement Position Descriptions

The Authority has a number of positions that require the services of temporary contractors during the course of the year. Agency(ies) are expected to match the skill set and experience as indicated in the job descriptions. Below is a breakdown of temporary positions requested within the past year:

Job Classification	Approximate Percentage of Placement Requests
Housing Assistance Representative	35%
Office Specialist	35%
Maintenance Mechanic, Building and Grounds Worker	21%
Housing Eligibility Specialist	5%
Accounting Specialist, Administrative Assistant, Executive Assistant	2%
Legal Assistant, Network Administrator	2%

Job descriptions that typically require temporary staffing assignments are listed in Attachment F.

2.4 Work Hours

A. Compressed Work Schedule

The Oakland Housing Authority operates on a compressed work schedule consisting of two (2) work weeks, with every other Friday off. Work hours vary slightly according to job classification. The selected agency(ies) will coordinate the work schedule of temporary contractors with the respective Authority department director. Coordination options are as follows:

1. Temporary contractors may work eight (8) hour days, with no hours worked on any Friday that the Authority offices are closed; or,
2. Temporary contractors may work a compressed schedule determined by the Authority department director.

B. Overtime

Temporary contractors will not work any more than eight (8) hours a day or 40 hours per week unless the selected agency(ies) establishes its own alternative

work schedule that aligns with the Authority's compressed work schedules.
Overtime will not be authorized or assigned by Authority personnel.

2.5 Rates and Fees

A. Hourly Rate

The Authority will negotiate with the selected agency(ies) an hourly base pay rate for the temporary contractor that the Authority considers reasonable for each placement classification. The additional mark-up rate will be paid in addition to the hourly rate. The Authority expects proposers to submit a fair and reasonable mark-up rate.

B. HUD Maintenance Wage Rates

The Authority is required by HUD that all non-construction maintenance workers must be paid the HUD Maintenance Wage Rate. For workers placed in the unskilled trades, the temporary contractors in the following classifications will not be paid at rates less than the following from July 1, 2021, to June 30, 2022:

Classification	HUD Determined Rate	HUD Determined Fringe Benefits	Total
Building & Grounds Worker I	\$21.08	\$15.29	\$36.37
Landscape Worker	\$29.41	\$15.93	\$45.34
Maintenance Mechanic	\$29.78	\$15.96	\$45.74

C. Conversion Fee

The Authority will not pay a conversion fee (buyout fee) for temporary contractors.

2.6 Subcontractors

The selected agency(ies) may require the services of subcontractors. The Authority shall retain the right to demand and receive a change of subcontractor(s) if the Authority deems it is in the best interest of the Authority and the completion of the contracted work.

3. PROPOSAL SUBMISSION REQUIREMENTS

The Authority intends to retain the successful proposer or proposers pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will consider factors other than just cost in making the award decision). Therefore, so that the Authority 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 the Housing Authority has published herein or has issued by addendum.

3.1 **Proposal Format**

To provide objective criteria that can be used in determining various Proposers' abilities, please address the following items in the order presented. Exhibits, such as Resumes, Proposed Fees, or any other documents of a related nature developed by the Contractor may be attached. The proposer may include any other general information that the proposer believes is appropriate to assist the Housing Authority in its evaluation.

The Authority will not provide any reimbursement for the cost of developing, presenting, or providing any response to this RFP.

- A. **Letter of Interest**. A letter of interest on the firm's letterhead, which includes the location of the primary office.

Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, the principal office from which services will be offered, alternative company names and affiliations, principal areas of practice, when the company was organized, number of years engaged in business under the company's present name, and any relevant license number(s).

This letter should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment, branch office location(s) and contact information, and any relevant license number(s).

As a supplement to the letter of interest, please complete **Attachment B- Cover Page Form**, listing the contact information and positions your firm is capable of providing temporary work assignments.

- B. **Experience and Past Performance**. Provide a narrative that addresses each of the following:
1. Describe your qualifications for providing the services (including a description of similar experience). List the public agencies, particularly public housing authorities, in which your firm provided temporary employment services.
 2. A list of the members of your team that will be assigned to work under this contract, providing a résumé for each, and their roles for this assignment. Identify the member with overall responsibility.
 3. Three references for work performed within the past 24 months providing similar services as those delineated in the Scope of Services (Section 2).

Include a short one-paragraph summary of the types of services provided to each reference, along with a contact name, address, telephone number and e-mail address.

C. **Approach to Project.** Provide a narrative that addresses each of the following for this criterion:

1. Describe the business practices your organization follows to establish and maintain a continuing successful working relationship.
2. Describe the number of employees in your temporary agency; include your proposed methodology used to fill an order.
3. **Attachment A** – Proposed Cost Forms contain brief job descriptions of the Authority's most frequently requested temporary positions. Describe your average response time on filling orders for accounting, finance, office administration, clerical, and maintenance positions. It also includes a chart where you can check the classifications that your firm specializes in.
4. The Authority needs specialized positions: Housing Assistance Representative, Maintenance Mechanic, Property Manager, Legal Assistant, Accountant, Network Support and Systems Analyst. Describe your experience or plan to fill these orders.
5. Describe your recruiting, screening, testing, and interview procedures.
6. Describe your organization's form of reference and background checks in order to provide the Authority the assurance that the temporary contractors are suitable to work at the Authority.
7. Describe your organization's business processes used to retain your pool of temporary contractors.
8. Provide your process or policy regarding replacing a temporary contractor (e.g., temporary contractor calls in sick, doesn't show up, has personality conflicts, is lacking required skills, etc.).
9. Describe your organization's process to ensure quality of service of temporary contractors.
10. Indicate your agency's ability to provide the Authority's Human Resources Department with customized billing to accommodate the following: invoice to temporary contractor's reporting manager, invoice per temporary contractor, and provision of two copies of invoice mailed directly to the Human Resources contact person.

11. Provide written documentation that states that all temporary contractors provided through your agency will be considered your agency's employees, and that your agency will be responsible for maintaining suitable workers' compensation, occupational disease insurance, and all payroll taxes covering each person whose services are provided to the Authority, and for these records to be accessible to the Authority upon request.
 12. Describe in detail your organization's procedure in advising its employees to not divulge Authority confidential information, its procedure in ensuring that its employees do not divulge the Authority's clients' confidential information and provide a copy of employee non-disclosure and confidentiality agreement.
 13. Provide your policy of overtime pay, vacation, and holidays for temporary contractors.
 14. Describe your ability and success rate at placing long-term temporary assignments.
 15. Describe how you will address the Authority's Compressed Work Schedule with the temporary contractors.
 16. Indicate whether your agency will allow the temporary contractors to drive or be in Authority vehicles.
- D. **Price Proposal**. Proposed Cost Form **(Attachment A)** contains the brief job descriptions for nine positions that the Authority normally needs to fill. The form must be completed for the original contract year (two years) and each annual option.

3.2 Required Forms/Certifications

- A. Proposed Cost Form
- B. Cover Page Form
The Cover Page Form must be completed (See Table of Contents in the "Attachments" section.)
- C. Current Client References Form
- D. Profile and Certification Form
The Profile and Certification Form must be completed and signed. (See Table of Contents in the "Attachments" section.)
- E. HUD Form 5369 A

4. **PROCESS FOR SELECTING CONTRACTOR**

4.1 **RFP Timeline**

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

March 09, 2023	RFP Issued
March 16, 2023	Questions in writing via email, due by 10:00 AM
March 28, 2023	Proposals due by 10:00 AM

4.2 **Questions/Answers**

Questions may be addressed to Hannah Friend at ccqs@oakha.org. All questions must be submitted in writing. All questions will be answered in writing in an Addendum issued and posted on the Authority's website. No questions will be responded to after the question and answer period has expired.

Please Note: The Authority will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submit in writing a request for the Authority to do so. If the proposed clauses are not accepted by the Authority, then the proposer must execute the Contract Form as is, and by submitting a Proposal the successful Proposer agrees to do so.

4.3 **Proposal Due Date**

Proposals must be submitted online via Economic Engine/Housing Agency Marketplace by March 28, 2023, at 10 am through the following link:

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

Late proposals will not be considered.

Respondents MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. **Please make**

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

4.4 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Proposers may be required to be interviewed by a selection committee that will complete a final evaluation. The selection will be the sole responsibility of the Authority. The Authority reserves the right to reject any and all proposals and shall select a service provider based on the most advantageous conditions for the Authority. If multiple contracts are awarded, projects will be assigned based on bid cost and vendor availability for the project.

A. Initial Evaluation for Responsiveness

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

B. Evaluation Committee

Internally, an Evaluation Packet will be prepared for each Evaluator. The OHA anticipates that it will select a minimum of three (3) people to serve on a committee to evaluate each of the responsive 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 the OHA 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

The appointed Evaluation Committee, independent of CCGS, shall evaluate the responsive Proposals submitted and award points pertaining to the Evaluation Criteria.

D. Potential “Competitive Range” and “Best and Finals” Negotiations

The OHA 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 the OHA in as timely a manner as possible.

1. Determination of Top Ranked Proposer

Typically, all points are awarded by the Evaluation Committee. The Committee’s scores (points) will determine the final ranking. The final ranking is then typically forwarded by CCGS to the Executive Director for approval. If the evaluation was performed to the satisfaction of the

Executive Director, the final ranking may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the OHA's option, be conducted prior to or after the BOC 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.

4.5 Evaluation Criteria. The following criteria will be used to evaluate all Proposals:

The following criteria will be used to evaluate all proposals:

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

No.	Criteria	Points
1.	<u>Experience:</u> Contractor's demonstrated experience and past performance as described in Section 3.1B.	20
2.	<u>Approach to the Project:</u> Technical approach and demonstrated understanding of the requirement as described in Section 3.1D.	30
3.	<u>Proposed Cost:</u> Proposed compensation structure including hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to the Authority.	20
4.	<u>Position Types able to fill:</u> The number of classifications/job specifications the vendor is able to fill upon request.	30
	Total	100

5. CONTRACT REQUIREMENTS

5.1 Contractor Requirements

The Proposer(s) selected must be fully qualified to perform the services described above and must possess the appropriate licensing. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Proposer and/or the Authority must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The firm must also comply with all the Authority contract requirements.

Prior to award, the *successful proposer(s)* will be required to provide the proper license documents and insurance certificates. See **The Authority Insurance Requirements** under *Attachment section of the Table of Contents*.

All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

5.2 Contract Award

A. Negotiations. Once Proposals have been evaluated and ranked, the Authority may 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.

The Authority reserves the right to enter into discussions with the firm(s) whose Proposal is deemed most advantageous and, in the Authority's, best interest for the purpose of negotiations. The Authority 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.

The Authority reserves the right to award without discussions.

B. Meetings. Once the Contract is awarded, the Contractor(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

C. Contract Award Procedure: If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

1. By completing, executing and submitting a Proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, including the Contract clauses already attached in the 'Sample Contractor Agreement' under the Attachment section of the Table of Contents. Accordingly, the Authority has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.3 Contract Conditions

The following provisions are considered mandatory conditions of any Contract Award made by the Authority pursuant to this RFP:

1. **Contract Form:** The Authority will not execute a Contract on the successful Proposer's Form. Contracts will only be executed on OHA's Form (please see **Sample Contract Agreement**) and by submitting a Proposal the successful proposer agrees to do so (please note that the Authority reserves the right to amend this form as OHA deems necessary). However, the Authority will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submits in writing a request for OHA to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE PROPOSER MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to include such clauses does not give the successful proposer the right to refuse to execute OHA's Contract Form. It is the responsibility of each prospective proposer to notify OHA, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. OHA will consider and respond to such written correspondence in the Addendum, and if the prospective proposer is not willing to abide by OHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a Proposal.

Please note: OHA has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD Forms included as a part of this RFP.

2. **Assignment of Personnel:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The Proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Proposal is a joint venture with another firm. 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 the Authority. Any purported assignment of interest or delegation of duty without the prior written consent of the Authority shall be void and may result in the cancellation of the Contract with the Authority, 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 the Authority.

5.4 Contract Terms

The Authority intends to enter into a 2-year initial term agreement with the selected firm(s), with three, one-year options to renew by mutual agreement.

5.5 Contractor's Breach

Failure of the Contractor to provide services in accordance with the RFP and terms of the contract will constitute a breach of the agreement between the Authority and the firm. Additional breach conditions include the failure of the Contractor to maintain insurance requirements which are outlined in the Insurance Requirements attachment of this RFP.

5.6 Remedies in Case of Breach

If at the end of five (5) service days from the date of a written notice, the Agency has not taken the necessary corrective action, the Authority will send notification to the Agency of its intent to proceed with termination of the contract. Termination will occur 30 calendar days from the date of the termination notice. The termination notice will not be rescinded without the written authorization of the Contract Compliance and General Services Division Manager.

5.7 Record and Financial Accounts

The Authority will have access and receive copies of the temporary contractor's Oakland Housing Authority timesheet, background check documents, and required licenses. The Authority reserves the right to audit the financial records of the Agency and its subcontractor(s) related to the contract to determine the competence and financial stability of the agency.

ATTACHMENTS

(EXHIBITS / FORMS / DOCUMENTS)

Attachment A
PROPOSED COST FORM

YEARS ONE and TWO
(Same fee for the first two years)

Since the proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. When the Authority exercises its option to extend the term of the contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause) and/or is mutually agreed upon by both parties. Please see the chart below for each vendor to check which classification they could fulfill.

Job Classification	Yes or No?
Housing Assistance Representative	
Office Specialist	
Maintenance Mechanic, Building and Grounds Worker	
Housing Eligibility Specialist	
Accounting Specialist, Administrative Assistant, Executive Assistant	
Legal Assistant, Network Administrator	

Oakland Housing Authority Job Classification	Hourly Bill Rate	Hourly Bill Rate including Mark-up	Mark-up Percent
<u>Accounting Specialist</u> – Basic clerical support to Finance office; data entry, strong knowledge of MS Excel and Word. May require bonded person.			
<u>Administrative Assistant</u> – Compiles data, prepare reports and correspondence, provides back-up office support. Strong computer skills. *			
<u>Building and Grounds Worker</u> – Cleans and maintains properties, including yards, resident units, and office buildings. **			
<u>Executive Assistant</u> – Provides administrative support to Executive Director. *			
<u>Housing Assistance Representatives</u> – Manage caseloads, advises tenants on HUD rules and regulations. Strong math, computer, and organization skills.			

<p><u>Legal Assistant</u> – Supports Authority staff attorney by preparing, organizing, and maintaining litigation files, maintaining databases, logs and calendars related to legal notices, pre-trial deadlines, discovery, hearings, motions, trials, and appeals.</p>			
<p><u>Maintenance Mechanic</u> – Performs a variety of semi-skilled maintenance and repair tasks. **</p>			
<p><u>Network Administrator</u> - Supports data network and desktop workstation users installs network software, coordinates computer hardware repair, maintains and provides customer support for desktop users.</p>			
<p><u>Office Specialists</u> – Answers multiple phone lines, greets public, file organization and grouping, document scanning, heavy typing. *</p>			

* *Rate information required for all agencies submitting proposals for administrative services.*

** *All Maintenance Mechanics and Building and Grounds workers must be paid the prevailing wage. Please refer to the HUD Maintenance Wage Rate when providing the bill rates. Rate information required for all agencies submitting proposals for maintenance/labor services.*

The costs quoted above shall include all taxes and any other charges including travel expenses. The quoted costs should include labor and equipment, including all tools and vehicles, as well as any overhead costs.

PROPOSED COST FORM

YEAR THREE

The proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. When the Authority exercises its option to extend the term of the contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause) and/or is mutually agreed upon by both parties.

List the proposed price for the third year of the contract.

Oakland Housing Authority Job Classification	Hourly Bill Rate	Hourly Bill Rate including Mark-up	Mark-up Percent
<u>Accounting Specialist</u> – Basic clerical support to Finance office; data entry, strong knowledge of MS Excel and Word. May require bonded person.			
<u>Administrative Assistant</u> – Compiles data, prepare reports and correspondence, provides back-up office support. Strong computer skills. *			
<u>Building and Grounds Worker</u> – Cleans and maintains properties, including yards, resident units, and office buildings. **			
<u>Executive Assistant</u> – Provides administrative support to Executive Director. *			
<u>Housing Assistance Representatives</u> – Manage caseloads, advises tenants on HUD rules and regulations. Strong math, computer, and organization skills.			
<u>Legal Assistant</u> – Supports Authority staff attorney by preparing, organizing and maintaining litigation files, maintaining databases, logs and calendars related to legal notices, pre-trial deadlines, discovery, hearings, motions, trials, and appeals.			
<u>Maintenance Mechanic</u> – Performs a variety of semi-skilled maintenance and repair tasks. **			
<u>Network Administrator</u> - Supports data network and desktop workstation users: installs network software, coordinates computer hardware repair, maintains and provides customer support for desktop users.			
<u>Office Specialists</u> – Answers multiple phone lines, greets public, file organization and grouping, document scanning, heavy typing. *			

* *Rate information required for all agencies submitting proposals for administrative services.*

** *All maintenance workers must be paid the prevailing wage. Please refer to the HUD Maintenance Wage Rate when providing the bill rates. Rate information required for all agencies submitting proposals for maintenance/labor services.*

PROPOSED COST FORM

YEAR FOUR

The proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. When the Authority exercises its option to extend the term of the contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause) and/or is mutually agreed upon by both parties.

List the proposed price for the third year of the contract.

Oakland Housing Authority Job Classification	Hourly Bill Rate	Hourly Bill Rate including Mark-up	Mark-up Percent
<u>Accounting Specialist</u> – Basic clerical support to Finance office; data entry, strong knowledge of MS Excel and Word. May require bonded person.			
<u>Administrative Assistant</u> – Compiles data, prepare reports and correspondence, provides back-up office support. Strong computer skills. *			
<u>Building and Grounds Worker</u> – Cleans and maintains properties, including yards, resident units, and office buildings. **			
<u>Executive Assistant</u> – Provides administrative support to Executive Director. *			
<u>Housing Assistance Representatives</u> – Manage caseloads, advises tenants on HUD rules and regulations. Strong math, computer, and organization skills.			
<u>Legal Assistant</u> – Supports Authority staff attorney by preparing, organizing, and maintaining litigation files, maintaining databases, logs and calendars related to legal notices, pre-trial deadlines, discovery, hearings, motions, trials, and appeals.			
<u>Maintenance Mechanic</u> – Performs a variety of semi-skilled maintenance and repair tasks. **			
<u>Network Administrator</u> - Supports data network and desktop workstation users installs network software, coordinates computer hardware repair, maintains and provides customer support for desktop users.			
<u>Office Specialists</u> – Answers multiple phone lines, greets public, file organization and grouping, document scanning, heavy typing. *			

* Rate information required for all agencies submitting proposals for administrative services.

** All maintenance workers must be paid the prevailing wage. Please refer to the HUD Maintenance Wage Rate when providing the bill rates. Rate information required for all agencies submitting proposals for maintenance/labor services.

PROPOSED COST FORM

YEAR FIVE

The proposed contract is a two-year agreement with three one-year options to extend, a price proposal must be included for all potential years of the extended contract. When the Authority exercises its option to extend the term of the contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause) and/or is mutually agreed upon by both parties.

List the proposed price for the fifth year of the contract.

Oakland Housing Authority Job Classification	Hourly Bill Rate	Hourly Bill Rate including Mark-up	Mark-up Percent
<u>Accounting Specialist</u> – Basic clerical support to Finance office; data entry, strong knowledge of MS Excel and Word. May require bonded person.			
<u>Administrative Assistant</u> – Compiles data, prepare reports and correspondence, provides back-up office support. Strong computer skills. *			
<u>Building and Grounds Worker</u> – Cleans and maintains properties, including yards, resident units, and office buildings. **			
<u>Executive Assistant</u> – Provides administrative support to Executive Director. *			
<u>Housing Assistance Representatives</u> – Manage caseloads, advises tenants on HUD rules and regulations. Strong math, computer, and organization skills.			
<u>Legal Assistant</u> – Supports Authority staff attorney by preparing, organizing, and maintaining litigation files, maintaining databases, logs and calendars related to legal notices, pre-trial deadlines, discovery, hearings, motions, trials, and appeals.			
<u>Maintenance Mechanic</u> – Performs a variety of semi-skilled maintenance and repair tasks. **			
<u>Network Administrator</u> - Supports data network and desktop workstation users installs network software, coordinates computer hardware repair, maintains and provides customer support for desktop users.			
<u>Office Specialists</u> – Answers multiple phone lines, greets public, file organization and grouping, document scanning, heavy typing. *			

* Rate information required for all agencies submitting proposals for administrative services.

** All maintenance workers must be paid the prevailing wage. Please refer to the HUD Maintenance Wage Rate when providing the bill rates. Rate information required for all agencies submitting proposals for maintenance/labor services.

**COVER PAGE****RFP #23-007 TEMPORARY EMPLOYMENT SERVICES**

FIRM: _____

ADDRESS: _____

FIRM TELEPHONE #: _____ **FIRM FAX #:** _____

Primary Contact Name:	Primary Contact Title/Position:
Primary Contact Address (if different from firm address):	
Primary Contact Phone #:	Primary Contact Email:
Secondary Contact Name:	Secondary Contact Title/Position:
Secondary Contact Phone #:	Secondary Contact Email:

Please check the boxes of temporary contractor positions that you are able to fill:

<p>Administrative/Clerical</p> <p><input type="checkbox"/> Administrative Assistant</p> <p><input type="checkbox"/> Executive Assistant</p> <p><input type="checkbox"/> Office Specialist</p> <p>Finance</p> <p><input type="checkbox"/> Account Specialist I</p> <p>Housing</p> <p><input type="checkbox"/> Housing Assistance Representative I</p> <p><input type="checkbox"/> Housing Eligibility Specialist</p>	<p>Information Technology</p> <p><input type="checkbox"/> Network Administrator I</p> <p>Legal</p> <p><input type="checkbox"/> Legal Assistant</p> <p><input type="checkbox"/> Staff Attorney</p> <p>Maintenance</p> <p><input type="checkbox"/> Building & Grounds Worker I</p> <p><input type="checkbox"/> Maintenance Mechanic</p>
--	--

CURRENT CLIENT REFERENCES (REQUIRED)

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

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

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

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

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

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

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

PROFILE AND CERTIFICATION FORM (Page 1 of 3)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Primary Contact for this Project: _____ Email Address: _____
- (5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

- Resident-Owned* _____%
- African American _____%
- **Native American _____%
- Hispanic American _____%
- Asian/Pacific American _____%
- Hasidic Jew _____%
- Asian/Indian American _____%
- Woman-Owned (MBE) _____%
- Woman-Owned (Caucasian) _____%
- Disabled Veteran _____%
- Small Business _____%
- Other (Specify): _____%

If applicable, WMBE Certification Number: _____

Certified by (Agency): _____

- (8) Federal Tax ID No.: _____
- (9) Business Name as Listed on the California Secretary of State Website: _____
- (10) California Secretary of State Entity Number: _____
- (11) [APPROPRIATE JURISDICTION] Business License No.: _____
- (12) State of _____ License Type and No.: _____

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

PROFILE AND CERTIFICATION FORM (Page 2 of 3)

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

a.) **Written Notice**

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

b.) **Advertisement**

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

c.) **Participation**

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.
- The undersigned party **did not** obtain participation by MBE/WBE businesses.

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

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

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

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

PROFILE AND CERTIFICATION FORM (Page 3 of 3)

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

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

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

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

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

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

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

Signature

Date

Printed Name

Company

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**OAKLAND HOUSING AUTHORITY
POSITION SPECIFICATION**

ACCOUNTING OFFICER I

DEFINITION

Under supervision, performs professional accounting work in the establishment and maintenance of accounts and records; performs specialized activities, including systems establishment and central fiscal control; performs other related work as required.

ESSENTIAL FUNCTIONS

Performs cost analysis and systems analysis and maintains accounting records; assists in budget preparation; reviews preliminary monthly financial statements; resolves problems and makes journal entries; assists in the preparation of semi-annual and annual HUD financial reports; reviews bank reconciliations; prepares requisitions for HUD funds; assists in the preparation of Section 8 applications; reviews and analyzes ledgers and journals; reviews inventory transactions; maintains fixed asset records; may direct the work of clerical staff; uses departmental desk-top computers as needed.

MARGINAL FUNCTIONS

Performs other related work as required.

MINIMUM QUALIFICATIONS

A bachelor's degree in accounting or finance; or completion of 48 general semester units of college with an emphasis in finance or accounting, and three years of experience as a Supervising Account Clerk at the Oakland Housing Authority.

Or

A bachelor's degree in accounting or finance and two years of increasingly responsible accounting or auditing experience.

Equivalent combinations of education, training and experience will be considered.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF: computerized accounting systems; general accounting auditing principles, methods and procedures, including cost and system accounting; general principles of budget accounting; computer capabilities, accounting applications and spreadsheet applications such as Lotus 1-2-3; general management methods and procedures; modern office methods, procedures and equipment.

Page 2
Accounting Officer I

ABILITY TO: apply accounting principles and procedures; analyze situations accurately and adopt an effective course of action; establish and maintain satisfactory relationships with other employees; prepare concise reports and make recommendations; use desktop computers; communicate effectively, both orally and in writing (or with audio and visual capacities).

OAKLAND HOUSING AUTHORITY
Job Specification

Accounting Specialist I

DEFINITION

Under close supervision, performs a variety of routine clerical accounting work in the processing, preparation and maintenance of financial, accounting and statistical records; processes accounts payable, accounts receivable, Section 8 contracts and rent collections; performs related work as assigned.

ESSENTIAL FUNCTIONS

Depending on assignment, duties may include but are not limited to the following:

- Receives and matches invoices for payment processing; verifies invoice information such as quantities and types of items ordered and purchase order numbers; confers with invoice originator or vendor on questions regarding invoice processing
- Provides information on accounts payable procedures, rent collections, Section 8 payments, accounts payable, vendor payments and applicable Housing Authority policies
- Enters and retrieves data from a computerized accounting system
- Reconciles and prepares payments requests
- Receives payments and issues receipts
- Receives checks by mail and processes and balances accordingly
- Maintains accounting control records and posts records
- Makes mathematical calculations
- Operates a variety of accounting and clerical office equipment such as a check signing machine, personal computer, typewriter, phone, fax, calculator, copier, scanner and other department specific equipment
- Compiles a variety of statistics and financial data for reports and records

MARGINAL FUNCTIONS

Performs other related work as assigned.

MINIMUM QUALIFICATIONS

- Graduation from high school or GED; twelve (12) semester units of college training in accounting or finance preferred;
- One year of paid experience in maintaining financial or statistical records in an accounting office.

An equivalent combination of education, training, and experience will be considered.

Page 2

Accounting Specialist I

KNOWLEDGE & ABILITIES

Knowledge of: the specific functional area to which assigned (e.g. accounts receivable or accounts payable); terminology used in financial and statistical recordkeeping; financial record keeping and bookkeeping practices and procedures; office practices and procedures, including filing and the operation of standard office equipment; computerized accounting programs; standard PC hardware and software including MS Office, Excel and other related programs and systems.

Ability to: prepare, maintain and reconcile various financial, accounting, statistical and numerical records; perform detailed accounting clerical work accurately, make accurate mathematical calculations; learn computer skills and other new technology; communicate effectively both verbally and in writing; type at a speed of not less than 40 net wpm.

**OAKLAND HOUSING AUTHORITY
POSITION SPECIFICATION**

ADMINISTRATIVE ASSISTANT (CONFIDENTIAL)

DEFINITION

Under the supervision of a Department Director or comparable level executive, performs varied and responsible administrative office management, and clerical tasks, and other related work as required.

ESSENTIAL FUNCTION

Relieves an administrator of a variety of administrative and clerical detail; provide excellent customer service, receives, greets, and screens a variety of visitors and telephone calls and makes appropriate referrals; conducts special studies; prepares administrative reports; types reports and other materials; communicates information on established agency programs and procedures; assists department directors on administrative problems and procedures; studies and evaluates operating programs and procedures and assists in the installation of new programs and procedures; independently analyzes data; assists in budget preparation; composes correspondence and procedural memoranda; prepares reports; monitors attendance records, processes industrial claims, and certain aspects of payroll; coordinates executive level projects, events and meetings; calendars travel and training activities; maintains confidential and administrative files.

MARGINAL FUNCTIONS

May perform dispatching duties, train and direct the work of staff; performs other related work as required.

MINIMUM QUALIFICATIONS

Graduation from high school and completion of 48 semester units of general education from an accredited college or university;

Two years of responsible professional experience in relieving an administrator of assigned administrative detail, analyzing data and problems and making recommendations; and independently preparing reports;

Equivalent combinations of education, training and experience will be considered.

Page 2

Administrative Assistant (Confidential)

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF: principles, problems and methods of public administration, including personnel and fiscal management; office management principles and basic accounting skills; methods and procedures; administrative survey techniques and skill in their application; statistical and research methods.

ABILITY TO: reason logically and analyze problems of organization and management; carry out assignments without detailed instructions; communicate effectively, both orally and in writing (or with audio and visual capacities); type 55 wpm (word processing experience highly desirable); and maintain confidentiality.

**OAKLAND HOUSING AUTHORITY
POSITION SPECIFICATION**

BUILDING & GROUNDS WORKER I

DEFINITION

Under close supervision as a learner, cleans and maintains the Authority's grounds, resident units, and office buildings; and does other related work as required.

ESSENTIAL FUNCTIONS

Cleans and maintains the Authority's grounds, yard areas, resident units, and office buildings; prunes and trims trees and shrubs; mows lawns, cuts grass, and trims hedges; plants trees and shrubs; re-seeds lawns; operates power lawnmower, hedge-clippers, power or hand-saw and hand-clippers; makes minor adjustments and repairs on normally used equipment; boards and unboards windows; does yard work and fence repair work; repairs sprinklers; picks up paper and debris; removes large cast-off items dumped in garbage areas; cleans and keeps garbage chutes clear; may use non-restricted chemicals in vacant units and utility/community areas; cleans and scours sinks, showers, toilets, and stoves; cleans and scrubs walls and floors in halls and in other areas; cleans windows in vacant units and office areas; cleans all Authority office areas; cleans passage ways and community areas at housing sites; vacuums, dusts, and empties trash; drives trucks in picking up furniture or debris; loads and unloads trucks; maintains simple job records; works inside and outside and is subject to inclement weather.

MARGINAL FUNCTIONS

Performs other related work as required.

MINIMUM QUALIFICATIONS

One year of demonstrated successful work experience, and possession of a valid California's driver's license and an insurable driving record.

Equivalent combinations of education, training and experience will be considered.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF: the special problems of low-income and minority populations.

ABILITY TO: perform work that requires physical strength and agility, including ability to stand and walk for up to six hours, push or pull for up to four hours, lift and carry up to 100 pounds, and other abilities as specified in the State of California Division of Industrial Accidents form RB-91 for this classification; also ability to learn rapidly and follow oral instructions; to learn to operate mechanical equipment; to learn to make adjustments and minor repairs on normally used equipment; and to maintain simple job records.

OAKLAND HOUSING AUTHORITY POSITION SPECIFICATION

EXECUTIVE ASSISTANT

DEFINITION

Under general direction, assists and supports the Executive Director with highly specialized administrative task; and performs a wide variety of confidential and/or sensitive administrative and secretarial duties, including office management and supervision of office support staff.

ESSENTIAL FUNCTIONS

Personally and through assigned subordinate staff:

- Composes routine correspondence and reports, and prepares communications and presentations.
- Schedules and coordinates agendas, meeting rooms, meals, etc. for staff meetings and other internal/external meetings.
- Ensures expeditious processing of documents submitted for approval; i.e., travel authorizations, travel vouchers, check requests, purchase orders, contracts, consultant agreements, non-disclosure agreements, various employee related forms/actions, etc.
- Coordinates the Executive Director's and commissioners' travel arrangements; including booking hotel rooms, meeting space and transportation.
- Prepares agendas, presentations and packets for staff meetings, board meetings, and meetings with city officials.
- Attend meetings in order to record minutes.
- Collects, compile, record, or otherwise gather data and prepare standard and custom reports with information necessary for decision making.
- Interprets administrative and operating policies and procedures for employees.
- Prepares memos, letters, board resolutions and other documents.
- Discern issues/information to ensure that the ED is apprised immediately of urgent information, especially those items that are sensitive, or raise some legal or public relations risk for the organization.
- Maintains efficient record-keeping systems and assures that accurate administrative files are maintained.
- Opens, sorts, and distribute incoming correspondence, including faxes and email.
- Responds to requests for information from employees, the public, public officials, the media, and commissioners.
- Performs follow-up and necessary research on complex inquires and problems which require knowledge of Agency-wide services and programs.
- Organizes, maintains and ensures that the Executive Office and OHA corporate files are updated and current.
- Plans, organizes, assigns, directs, supervises and reviews the work of support staff.

Page 2
Executive Assistant

MARGINAL FUNCTIONS

Executes special projects and attends scheduled evening meeting.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Equivalent to graduation from high school. College level courses secretarial studies, business or public administration is highly desirable; and four years of progressively responsible experience providing administrative support for an executive or management level professionals.

Equivalent combinations of education, training and experience will be considered.

KNOWLEDGE & ABILITIES

KNOWLEDGE OF: modern office administrative practices and procedures, including records management and time management; and records systems to organize executive office records; modern office technology; methods of public and business administration, including modern management theory; administrative survey techniques and skill in their application; principles of supervision; statistical and research methods.

ABILITY TO: organize and prioritize work and meet critical deadline; exercise sound independent judgment; interpret, explain and apply complex policies, regulations and procedures; utilize computer applications and hardware and software related to work; transcribe notes and produce concise correspondence and reports; think clearly and quickly; successfully resolve conflicts in the best interest of the agency; maintain cooperative working relationships; carry out assignments without detailed instructions; supervise support staff; communicate effectively, both orally and in writing; (or with audio and visual capacities); type at a speed of 65 net words per minute.

OAKLAND HOUSING AUTHORITY POSITION SPECIFICATION

HOUSING ASSISTANCE REPRESENTATIVE I

DEFINITION

Under the supervision of a Housing Assistance Manager, incumbent has the experience and demonstrated ability to independently and effectively perform assigned Housing Assistance Representative duties following HUD and OHA policy and procedural requirements. Housing Assistance Representatives will be assigned by the Director of Leased Housing to one of the following functional areas listed under essential functions: Inspection; Occupancy; Rent Analyst; Outreach; Homeownership or Family Self-Sufficiency.

ESSENTIAL FUNCTIONS

Assignments in this class are characterized by the following essential job functions:

Inspection: Inspects and surveys housing units by going into the field and listing deficiencies and enforcing compliance with housing quality standards, HUD and OHA requirements; completes and submits all necessary inspections documentation following HUD and OHA requirements; responds to questions from landlords and clients; resolves conflicts between landlord and clients; provides information and assistance in litigation situations as required; approve rents if within approved rent ranges; gathers rent comparability data.

Occupancy: Counsels tenants and landlords in their program rights and responsibilities; resolves conflicts between landlords and tenants; computes utility allowances; monitors and enforces program compliance by owners and clients income and household composition; assist in debt collection from clients and/or owners; provides information in litigation situations as required.

Rent Analyst: Complies, reviews, updates and records rent data for the City of Oakland, sets rents ranges following HUD and OHA requirements; negotiates HAP contracts with owners; develops and maintains a system of surveying, tracking, documenting, storing and retrieving information on rent comparability; reviews and approves proposed initial rents outside set range; reviews and approves owners requests for rent increases; conduct quality control of rent decisions made by other staff. May also be assigned to do inspections.

Outreach: Analyzes obstacles to Leased Housing programs and devise strategies to eliminate barriers; conducts program marketing and outreach activities; gives presentations and conducts briefings for clients, owners, and non-profit developers who provide housing resources; recruits, establishes and maintains relationships with property owners, property developers, real estate and rental organizations; counsels tenants and landlords in their rights and responsibilities; provides direct search assistance to clients.

Page 2

Housing Assistance Representative I

Homeownership: Identifies lenders and other funding sources interested in participating in the Section 8 homeownership program; provides guidance to program participants on the HUD and OHA rules and requirements for homeownership; identifies and develops relationships with organizations and individuals that can assist program participants in becoming homeowners; conducts neighborhood outreach; provides information on home buying opportunities; provides information on mortgage leading and Section 8 homeownership assistance programs to participants; gives presentations to individuals and groups; prepares written reports, manuals, and grants.

Housing Assistance Representative I

Family Self-Sufficiency: Markets the FSS program to current and new Section 8 participants and local service providers; provides guidance to program participants on steps needed to achieve self-sufficiency; develops asset building strategies, identifies educational and economic opportunity resources to benefit clients; prepares oral and written reports, write grants, and conduct presentations to individuals and groups.

Eligibility: Conducts determinations of initial eligibility of individuals and families on applicant waiting lists. Interviews applicants, collects, evaluates and verifies income information. Evaluates and applies deductions and exemptions. Assess eligibility based on HUD Income Limits. Performs and determines initial and some interim rent calculations. Counsels applicants on and answers questions regarding program rules, responsibilities and processes. Researches and informs applicants of overdue debts to the Authority. Verifies citizenship and immigration status of all family members.

MARGINAL FUNCTIONS

Performs other activities related to the administration of assisted housing programs as required. May direct and monitor the work of a small staff; executes special projects as assigned.

MINIMUM QUALIFICATIONS

A bachelor's degree, with a major in business or public administration or a closely related field; or completion of 24 general education semester units of college training and two years of applicable experience.

AND

Possession of a valid California driver's license and an insurable driving record.

Equivalent combinations of education, training and experience will be considered.

Page 3
Housing Assistance Representative I

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF: HUD Section 8 program; and Microsoft Office Applications.

ABILITY TO: gather and analyze data and reason logically and accurately; interpret and apply rules and regulations; analyze situations accurately and take effective action; direct the activities of staff, including training; communicate in a courteous, respectful and effective manner, both orally and in writing; and other abilities as specified in the State of California Division of Industrial Accidents form RB-91 for this classification.

**OAKLAND HOUSING AUTHORITY
POSITION SPECIFICATION**

HOUSING ELIGIBILITY SPECIALIST

DEFINITION

Under supervision, interviews applicants for housing assistance and determines eligibility; may train or supervise staff, and performs other related work as required.

ESSENTIAL FUNCTIONS

Interviews and pre-screens applicants, and determines housing eligibility; screens and assesses applicants' housing history for habits and practices that may be expected to have an adverse effect on tenancy; evaluates data from home visits, field investigations, previous landlords, parole and social service agencies; collects data from applicants with complex or difficult situations and makes the appropriate eligibility determination; prepares housing vouchers; submits recommendations to management; explains policies affecting eligibility determinations, waiting list status and conducts applicant file review; interfaces with residents, clients, other employees and the general public in answering inquiries and resolving problems; prepares production reports and composes correspondence; trains and/or supervises staff and acts as lead personnel; performs and supervises special projects as assigned.

MARGINAL FUNCTIONS

Performs other related work as required.

MINIMUM QUALIFICATIONS

Graduation from high school, and completion of 24 semester hours of general education college training;

WITH two years of full-time paid experience performing responsible work requiring exposure to public contact and interpretation and application of laws, rules, and procedures;

AND

Possession of a valid California driver's license and an insurable driving record.

Equivalent combinations of education, training and experience will be considered.

Page 2
Housing Eligibility Specialist

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF: interviewing techniques; housing regulations and guidelines; principles and practices of effective supervision; basic administrative principles and practices; modern office procedures and practices.

ABILITY TO: gather and analyze data and reason logically and accurately; comprehend written material and interpret and apply laws, rules, and instructions; communicate effectively, both orally and in writing (or with audio and visual capacities); analyze situations accurately and adopt an effective course of action; establish and maintain cooperative working relationships; and other abilities as specified in the State of California Division of Industrial Accidents form RB-91 for this classification.

OAKLAND HOUSING AUTHORITY
Job Specification

LEGAL ASSISTANT

DEFINITION

Under general supervision of the Staff Attorney, performs a wide variety of complex administrative duties to assist and support the activities of the Authority Staff Attorney; scheduling, filing, updating forms, and other related work as required.

ESSENTIAL FUNCTIONS

- Performs overall administrative activities to ensure timely completion of assignments.
- Prepares, organizes, and maintains litigation files which also include maintenance of record retention and retrieval systems to ensure timely compliance with litigation deadlines.
- Prepares, arranges, and maintains databases, logs, and calendars related to legal notices, pre-trial deadlines, discovery, hearings, motions, trials, appeals and meetings involving the Staff Attorney.
- Schedules and coordinates tasks; interacts with other Housing Authority personnel and outside service providers in processing and/or handling of legal notices, pleadings and legal filings.
- Gathers, organizes and copy materials for use as evidence in legal proceedings; including exhibits, pleadings, and interrogatories, which may entail typing, identifying, categorizing, organizing, and compiling and/or assembling a large variety of legal documents and labeling binders, boxes and files.
- Assists in the preparation of a wide variety of properly formatted memoranda, correspondence, and complex legal documents including but not limited to legal notices, discovery, motions and subpoenas.
- Conducts legal research and proofreads a voluminous amount of legal documents.
- Assists the Staff Attorney with responding to written and verbal inquiries from HUD, employees and the public; responds to routine inquiries, complaints and requests for information and assistance.
- Researches laws and court decisions for use in the preparation of cases, opinions, pleading, briefs and other legal documents.
- Prepares litigation files and assists staff attorney to ensure timely compliance with litigation deadlines.

MARGINAL FUNCTIONS

Performs related duties as assigned. May be required to attend trials with the Staff Attorney.

MINIMUM QUALIFICATIONS

Bachelors degree in business or public administration from an accredited college or university with three (3) years' experience as a Legal Assistant or Executive Assistant within a legal environment. Possession of a paralegal certification is a plus.

Must possess a valid California Class C driver's license and maintain an insurable driving record.

An equivalent combination of education, training and experience will be considered.

KNOWLEDGE & ABILITIES

Knowledge of: Legal office practices and procedures including legal terminology, record retention and retrieval systems; legal document formatting; legal research techniques; general legal principles and application; California Code of Civil Procedure, local, state and federal court rules; trial procedures; English grammar; spelling and punctuation; standard office equipment and computer software applications (LexisNexis and MS Office).

Ability to: Effectively communicate orally and in writing; type at a speed of 65 net words per minute; conduct legal research; operate standard office equipment and computer software applications; prepare legal records and documents including pleadings, motions, and discovery documents; maintain positive and effective working relationships with employees, other agencies, public officials and the public; research and summarize case law and other legal documents.

OAKLAND HOUSING AUTHORITY POSITION SPECIFICATION

MAINTENANCE MECHANIC

DEFINITION

Under supervision, performs a variety of semi-skilled manual tasks in the maintenance, alteration, and repair of buildings, structures, utility facilities, and appliances; and performs related work as required.

ESSENTIAL FUNCTIONS

Maintains, alters, and repairs buildings, structures, utility facilities, and appliances; changes fuses, light bulbs and tubes; changes and repairs fluorescent starters; repairs or replaces electric switches, outlets, meters, fixtures, fuse or breaker panels, fans and related items; performs emergency electrical wiring; repairs and replaces doors, locks, windows, cabinets, floors, walks, ceilings, fixtures, rails, stairs, and fences; touches up interior and exterior painted surfaces; unstops toilets, sinks, and sewage lines; repairs or replaces toilet parts, faucets, and sinks; repairs, replaces, cleans, and activates water heaters, boilers, washing machines, heaters, stoves, and refrigerators; cleans, repairs or replaces roofs, gutters, downspouts, water lines, underground pipes, valves, sumps, pumps, sprinklers, sewers, gas lines, and exterior stucco and siding; performs acetylene and electrical welding and soldering; makes basic mechanical repairs to automotive and grounds maintenance equipment; completes job orders and work reports; requisitions related work materials; drives appropriate vehicles; maintains work area in orderly condition.

MARGINAL FUNCTIONS

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Three years of experience in semi-skilled building maintenance and repair work, or as a construction trades helper;

AND must possess a valid California driver's license and have and maintain an insurable driving record;

Must be willing to work nights, weekends, and holidays.

Equivalent combinations of education, training and experience will be considered.

Page 2
Maintenance Mechanic

KNOWLEDGE, SKILLS & ABILITIES

KNOWLEDGE OF: common methods, practices, and materials used in maintenance and repair work of buildings, structures, and utility facilities; use and care of tools used in building maintenance and repair work.

SKILL IN: performing a variety of semi-skilled maintenance and repair tasks.

ABILITY TO: perform work that requires some physical agility and endurance, including standing and walking up to six hours; sitting, bending over, reaching overhead, crouching, kneeling, and balancing up to four hours; and other abilities as specified in the State of California Division of Industrial Accidents form RB-91 for this classification. Also requires the ability to follow directions; prepare reports; usage and command of the English language at a level required for successful job performance (or with audio and visual capacities).

OAKLAND HOUSING AUTHORITY Position Specification

NETWORK ADMINISTRATOR I

DEFINITION

Under supervision is responsible for the daily support of the Authority's data network and desktop workstation users.

ESSENTIAL FUNCTIONS

Installs network specific software as well as off-the-shelf software applications. Participates in and/or coordinates the repair of computer hardware to include desktop workstations (PC's), printers, and other hardware devices. Provides maintenance and customer support for desktop workstation users. Configures, tests, and installs software on desktop workstations. Maintains desktop software and hardware requests for service and printer maintenance databases. Provides basic instruction on the use of personal computers and standard Microsoft desktop software. Manages network user database; enters users and changes passwords. Maintains users and folders on Exchange server. Ensures proper storage of end of life defective computer equipment prior to disposal. Maintains inventory of essential spare parts. Works with outside vendors providing network and printer maintenance services.

MARGINAL FUNCTIONS

Provide backup support in the absence of the Network Administrator II. Monitor daily backup systems. May monitor available space on network volumes; organize volumes accordingly to maintain adequate disk space for network operations. Performs other related duties as required. May perform telephone and voice mail support when required.

MINIMUM QUALIFICATIONS

Graduation from an accredited college or university with a Bachelor's degree in computer science, information technology or related field, and two (2) years related work experience, including one (1) year of hands-on desktop and network support; OR

Any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities.

A valid California driver's license and an insurable driving record.

Page 2
Network Administrator

KNOWLEDGE & ABILITIES

Knowledge of: Windows NT/2000 O/S; Novell 4.x O/S; MS SQL; MS Exchange, MS Desktop software (Word, Excel, Access, PowerPoint, Outlook); Data and telecomm communications infrastructure and equipment including WAN, LAN, Network Servers, and Desktop Operating Systems.

Ability to: Receive and log user calls for assistance; monitor trouble calls and document resolution information; troubleshoot, resolve, or coordinate resolution to desktop workstation problems; troubleshoot software and/or equipment errors; connect desktop workstations, peripherals, and cabling; ability to lift and/or move 50 pounds; coach users in correction of reported problems; inform and train users in equipment or software operation; install, configure and test hardware and/or software; research, evaluate and test hardware and software products and systems solutions; train and coach others in the use of Microsoft Office software (Word, Excel, PowerPoint, Outlook).

OAKLAND HOUSING AUTHORITY
Job Specification

OFFICE SPECIALIST I

DEFINITION

Under close supervision, provides a variety of routine clerical support services to various Authority Departments; performs other related work as assigned.

ESSENTIAL FUNCTIONS

Specific duties will vary with the department to which assigned. The following list of duties is a description of the types of work that may be performed and is not intended to be all-inclusive. The omission of a specific duty does not make it unacceptable if the work assigned is at the equivalent level.

- Answers and directs phone calls, voice mail and e-mail; greets visitors, clients and staff; responds to general questions; refers inquiries as appropriate; takes messages; distributes forms and explains their completion; provides information on Authority programs and related referral services
- Updates and maintains filing systems, including confidential files; sets up new files; receives, pulls and files documents and records
- Types correspondence, reports, memos, forms and related materials with accuracy, completeness and in compliance with departmental procedures
- Inputs, updates, searches and retrieves data using spreadsheets, computer databases and various automated systems
- Operates a variety of standard office equipment such as a personal computer, typewriter, phone, fax, calculator, copier, scanner or other department specific equipment
- Opens, dates, screens, sorts, routes and processes mail
- Prepares information packets and packets of required forms; maintains client/public information, brochures and supplies
- Schedules appointments; maintains a calendar
- Schedules meetings and makes appropriate arrangements such as contacting participants, reserving rooms, and assembling materials and documents
- Performs dispatching duties

MARGINAL FUNCTIONS

May prepare a variety of handwritten or computer generated reports using established procedures and formats; performs other related work as assigned.

Page 2
Office Specialist I

MINIMUM QUALIFICATIONS

Graduation from high school or GED, one year of paid clerical experience;

An equivalent combination of education, training and experience will be considered.

KNOWLEDGE & ABILITIES

Knowledge of: modern office methods, practices and procedures; basic record keeping, standard PC software and hardware including computer applications such as Microsoft Word, Excel, and other related programs and systems; customer service principles; operation of standard office equipment; proper format for typed material; business standard English usage, including grammar, punctuation and spelling.

Ability to: type at a rate of 40 net words per minute; perform general clerical work such as typing, filing and reception; learn the specific operations and procedures of the job; proofread material for grammatical, numerical and clerical accuracy; learn, understand, interpret, apply and explain departmental policies and HUD, federal, state and local government rules, regulations and laws pertaining to the work assigned; learn computer skills and other new technology; file with accuracy; effective communication skills; follow written and verbal instructions; interact courteously and professionally with a culturally diverse general public and with other Authority employees; provide quality customer service to internal and external clients; use discretion and good judgment in the handling of sensitive and confidential information; prioritize and complete work in a timely manner despite frequent interruptions.

Oakland Housing Authority

INSURANCE REQUIREMENTS

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

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Consultant's coverage is to be endorsed to include contractual liability up to breach of contract or non proforma.
5. **Fidelity Bond** appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
6. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
7. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.
8. **Builders Risk Insurance** as required by the State of California
9. **Crane Physical Damage Insurance** as required by the State of California (Code Section 1763.1).
10. **Pollution Insurance** – CalEPA standards of air emissions.
11. **Garage Liability** as required by the Bureau of Automotive Repair of the State of California (BAR) – to be endorsed for injury and property damaged.

Oakland Housing Authority

Minimum Limits of Insurance

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

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
5. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract. Provide identity theft product to effected entities for one (1) year.
6. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
7. Crane Physical Damage Insurance: **\$1,000,000** per occurrence for direct physical property damage.
8. Pollution **\$1,000,000** per occurrence for direct air emissions violations.
9. Professional Liability (Errors & Omissions) **\$1,000,000** is to be endorsed to include indemnification from misleading or fraudulent acts, defense against negligent claims and damages. Failure to perform on the part of the service provider up to and including breach of contract.

Oakland Housing Authority

10. Garage Liability **\$1,000,000** per occurrence for bodily injury and property damage from direct garage operations not covered under commercial or business liability insurance. Garage insurance will consist of an employee dishonesty provision for theft or vandalism done by an employee to any Authority vehicle while in the possession of the garage.

Deductible and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the

Oakland Housing Authority

additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

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

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

(Add Contract Number)

CONTRACT FOR _____ SERVICES
BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF OAKLAND
AND _____

This CONTRACT FOR _____ SERVICES ("Contract") is made on ____, 20XX ("Effective Date") by and between the **HOUSING AUTHORITY OF THE CITY OF OAKLAND**, a public entity corporate and politic ("AUTHORITY") and _____, a _____, ("CONTRACTOR"). AUTHORITY and CONTRACTOR are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, AUTHORITY is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.;

WHEREAS, pursuant to the Housing Authorities Law, AUTHORITY is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers;

WHEREAS, _____ the Authority is in need of _____;

WHEREAS, CONTRACTOR was the successful bidder in connection with the AUTHORITY's **Insert Solicitation Type** _____ dated _____ incorporated herein by this reference (**Insert Solicitation No.** _____"); and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein and in the **Insert Solicitation No.** _____, and agrees to provide such services to AUTHORITY.

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

(Add Contract Number)

1. DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor, material and equipment as outlined and specified in (i) the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, (ii) **Insert Solicitation No.** _____ incorporated herein by this reference; and (iii) CONTRACTOR's proposal submitted to the AUTHORITY on _____ in connection with **Insert Solicitation No.** _____ which is incorporated herein by this (collectively, "Service" or "Services").

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

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

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

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

1.5 HUD Requirements. Contractor agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as **Exhibit "C"** and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and **Exhibit "C"**, the provisions set forth in **Exhibit "C"** shall prevail.

(Add Contract Number)

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

2.1 The cumulative period of performance under this Contract (including the Initial Term) shall not exceed a total of ____ years with a completion/termination date of _____. All applicable indemnification provisions in this Contract shall survive the termination of this Contract.

3. COMPENSATION/PAYMENT.

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

3.2 The maximum total amount of compensation paid to the CONTRACTOR by the AUTHORITY pursuant to this Contract during the initial Term, including any extensions, shall not exceed the maximum total sum of _____ (\$_____), including any expenses. ***The total amount of compensation paid by AUTHORITY to CONTRACTOR during the initial Term, plus any AUTHORITY approved extensions, for the Services, shall not exceed the maximum sum of _____ Dollars (\$ _____), including all expenses.*** The AUTHORITY is not responsible for any fees or costs above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by the AUTHORITY in writing.

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

(Add Contract Number)

3.4 The AUTHORITY's obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of AUTHORITY funding from which payment can be made. No legal liability on the part of the AUTHORITY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, AUTHORITY shall immediately notify CONTRACTOR in writing, and this Contract shall be deemed terminated and have no further force and effect.

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

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

5. AMENDMENTS TO WORK PROGRAM. The Executive Director of AUTHORITY, or designee, is authorized, in his/her sole and absolute discretion, to approve and execute changes to the Contract to the extent such changes do not cause the total Contract amount to exceed \$150,000. Such changes shall be mutually agreed upon by and between the Executive Director and CONTRACTOR and shall be incorporated in written amendments to this Contract.

6. INSPECTION OF SERVICES. All performances under this Contract shall be subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Contract or **Insert Solicitation No.**, the AUTHORITY shall have the right to require CONTRACTOR to perform the services

(Add Contract Number)

or provide the products in conformance with the terms of this Contract and/or **Insert Solicitation No.** at no additional cost to the AUTHORITY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the AUTHORITY shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to reflect the reduced value of the services performed or products provided. The AUTHORITY may also terminate this Contract for default and charge to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's failure to perform.

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

7. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor and not an officer, employee or agent of AUTHORITY, and is solely responsible for its acts or omissions (and the acts and omissions of its agents and employees). CONTRACTOR acknowledges and agrees that: (i) this Contract constitutes a "business-to-business" contract under section 2776 of the California Labor Code, and the CONTRACTOR is a "business service provider", and the AUTHORITY is the "contracting business"; (ii) AUTHORITY has no control or direction of the means, methods, or techniques utilized by CONTRACTOR in connection with performance and implementation of the Services; (iii) CONTRACTOR is providing the Services directly to the AUTHORITY and not to customers of the AUTHORITY; (iv) CONTRACTOR maintains a business location, which can include the CONTRACTOR's residence, separate from the business or work location of the AUTHORITY; (v) CONTRACTOR is customarily engaged in an independently established business of the same nature as the Services to be provided pursuant to this Contract; (vi) CONTRACTOR is free to contract with other businesses or customers to provide the same, or similar, services and maintains a clientele without restrictions from the AUTHORITY; (vii) CONTRACTOR advertises and holds itself out to the public as available to

(Add Contract Number)

provide the same or similar services as the Services; (viii) CONTRACTOR provides its own tools, vehicles, and equipment to perform the Services, excluding any proprietary materials that may be necessary to perform the Services under the contract; (ix) CONTRACTOR had the ability to negotiate the compensation set forth in this Agreement; (x) CONTRACTOR, consistent with the nature of the work to be performed hereunder, can set its own hours and location of work in connection with the Services, (xi) CONTRACTOR is not performing the type of work for which a license from the Contractors' State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, (xii) this Contract specifies the payment amount, including any applicable rate of pay, for the Services to be performed, as well as the due date of payment for such Services, (xiii) if the Services are performed in a jurisdiction that requires the CONTRACTOR to have a business license or business tax registration, the CONTRACTOR has the required business license or business tax registration, and (xiv) CONTRACTOR meets all of the other standards set forth in section 2776 of the California Labor Code to be considered an independent contractor, including meeting the Borello standard that governs independent contractor status (see S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations (1989) 48 Cal.3d 341). Neither CONTRACTOR, nor any of CONTRACTOR's officers, employees, subcontractors, sub-consultants, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to AUTHORITY's employees. CONTRACTOR expressly waives any claim it may have to any such rights. CONTRACTOR shall have no authority to bind AUTHORITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against AUTHORITY, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or authorized written amendments to this Contract.

(Add Contract Number)

8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the AUTHORITY; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Contract, or for Parties named in **Insert Solicitation No.** and agreed to under this Contract.

9. SERVICE-CONTRACT ACT. For all service contracts in excess of \$2,500, whose principal purpose of which is to furnish services through the use of “service employees”, both Parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C. 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925).

10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the AUTHORITY, its directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act, omission, or services of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (Authority employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Authority; provided, however, that any such adjustment, settlement or compromise in no manner

(Add Contract Number)

whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to Authority the appropriate form of dismissal relieving Authority from any liability for the action or claim involved.

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

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

11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the AUTHORITY herein refers to the Housing Authority of the City of Oakland its directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

(Add Contract Number)

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

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

11.4 Professional Liability. CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

(Add Contract Number)

11.5 General Insurance Provisions - All lines.

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Authority Risk Manager. If the Authority's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written consent of the Authority Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the AUTHORITY, and at the election of the Authority's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the AUTHORITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the AUTHORITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

(Add Contract Number)

reduction in coverage, this Contract shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the AUTHORITY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

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

(Add Contract Number)

- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the AUTHORITY.
- h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

12. GENERAL.

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

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

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

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

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

(Add Contract Number)

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

13. TERMINATION.

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

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

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

- (a) Stop all work under this Contract on the date specified in the notice of termination; and
- (b) Transfer to AUTHORITY and deliver in the manner as directed by AUTHORITY any data, estimates, graphs, summary reports, or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to AUTHORITY.

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

(Add Contract Number)

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

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

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

(Add Contract Number)

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

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

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

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

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

(Add Contract Number)

17. ADMINISTRATION. The AUTHORITY Executive Director (or designee) shall administer this Contract on behalf of AUTHORITY. **Vendor Rep. Name** shall administer this Contract on behalf of Contractor.

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

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

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

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

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

(Add Contract Number)

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

The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Contract. The CONTRACTOR shall promptly transmit to the AUTHORITY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Contract or authorized in advance in writing by the AUTHORITY, any such information to anyone other than the AUTHORITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

(Add Contract Number)

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

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

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

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

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

(Add Contract Number)

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

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

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

Patricia Wells	_____
Executive Director	_____
Housing Authority of the City of Oakland	_____
1619 Harrison Street	_____
Oakland, CA 94612	_____

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

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

(Add Contract Number)

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

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

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

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

39. ADDITIONAL FEDERAL REQUIREMENTS. Whereas the work and services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, its contractors, its sub-contractors, consultants, and sub-consultants shall comply with, to the extent applicable, the following requirements:

39.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR, Subtitle B, chapter 60): The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall ensure

(Add Contract Number)

that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discriminating clause.

39.2 Copeland “Anti-Kickback” Act (18 U.S.C. 874): CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Authority will report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

39.3 Davis-Bacon Act, as amended (40 U.S.C. sections 3141-3148): When required by Federal program legislation, all construction contracts awarded by the Authority of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. sections 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under the Davis-Bacon Act, CONTRACTOR shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall be required to pay wages not less than once a week. The Authority will report all suspected or reported violations to HUD.

(Add Contract Number)

39.4 Contract Work Hours and Safety Standards Act (40 U.S.C. sections 3701-3708): Where applicable, in a contract awarded by Authority in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. sections 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

39.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

39.6 Rights to Data and Copyrights: Consultants and Contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR section 27.4, Federal Acquisition Regulations (FAR).

(Add Contract Number)

39.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: in the event this Contract is in excess of \$100,000 Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations will be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

39.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

39.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 180. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

39.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106) CONTRACTOR certifies that they will provide drug-free workplaces. CONTRACTOR certifies that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 2 CFR part 182.

(Add Contract Number)

39.11 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

39.12 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

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

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

(Add Contract Number)

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

- i. Exhibit A - Scope of Services;
- ii. Exhibit B – Payment Schedule; and
- iii. Exhibit C - Form HUD-5370-C (11/30/2023), General Conditions for Non-Construction Contracts.
- iv. Exhibit D - Confidentiality Agreement

(Remainder of Page Intentionally Blank)

(Signatures on next page)

(Add Contract Number)

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

“AUTHORITY”

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

By: _____
Patricia Wells, Executive Director

Date: _____

“CONTRACTOR”

_____, a

By: _____
_____/_____

Date: _____

///

///

///

///

(Add Contract Number)

EXHIBIT “A”
SCOPE OF SERVICES

_____, _____, a California _____ (“Contractor”) shall provide the following services to the Housing Authority of the City of Oakland (“Authority”) as required in the Contract for _____ Services (“Contract”):

1. All services set forth in IFB No. 20XX-004 for _____ Services;
2. All services set forth in Contractor’s proposal submitted to the Authority on _____ in connection with IFB No. 20XX-004; and
3. The scope of services below:

(Add Contract Number)

EXHIBIT "B"

Costs

(Add Contract Number)

EXHIBIT “C”

Form HUD 5370-C Section I and II (CHECK IF BOTH I AND II ARE NEEDED)

General Conditions for Non-Construction Contracts

(behind this page)

(Add Contract Number)

EXHIBIT D
CONFIDENTIALITY AGREEMENT



Oakland Housing
Authority

VENDOR PROTESTS AND CLAIMS PROCEDURES

VENDOR PROTESTS AND CLAIMS PROCEDURES

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

Definitions:

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

Who May Submit A Protest or Claim:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The decision of the Contracting Officer shall be final.

B. Special Circumstances:

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

C. OHA Recordkeeping Requirement:

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

NOTICE OF PROTEST OR CLAIM

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

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

This form must be completed with additional applicable documents attached.

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

Referenced (if applicable):

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

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

(OHA Use Only)

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