



6/12/2023

Gentlemen/Ladies:

SUBJECT: RFP #23-015 Power Washing Services


The Oakland Affordable Housing Preservation Initiatives (“OAHPI”) invites proposals from qualified applicants to provide Power Washing Services of RFP #23-015.

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

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

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:

722CF180EE194A1...
Patricia Wells
Executive Director
Oakland Affordable Housing Preservation Initiatives
1619 Harrison Street, Oakland, CA 94612



REQUEST FOR PROPOSAL

RFP 23-015 Power Washing Services

- Work hours for pressure washing services for OAHPI properties shall always be after operating hours specific to each establishment. Scheduling for workdays must be coordinated with OAHPI to ensure the least impact to residents.
- There are no storages areas for the Contractor's use. No chemicals shall be stored on OAHPI's property for the performance of this contract. Contractor must bring the necessary supplies to perform this contract each day.
- Steam clean at up to 3000 psi and 210 degrees-Vendor is to use a non-bleach, non-detergent cleaning solution. Washed structures (buildings, signs) must be treated with Web-Away brand cobweb eliminator or approved equal.
- All flatwork shall be rinsed so that no debris remains after cleaning. Any debris in the area shall be picked up and thrown away at any time (around buildings, parking areas, plant beds, etc.). When removing debris from plant beds, extended tongs must be used.
- When buildings/structures with light fixtures are pressure washed, all light fixtures on perimeter of buildings shall also be cleaned so that they are bug/debris free. This will require opening the protective cover of fixture and hand cleaning each lens.
- No smoking by Contractor's employees will be permitted during the performance of duties at any OAHPI properties.
- It is the Contractor's responsibility to clean up and/or rectify damage to OAHPI's property caused by any individuals connected with the contractor, to OAHPI's satisfaction.
- Contractor shall provide 24 hour a day emergency service, including contacts, phone numbers, e- mail address or other available contact information.

Properties:

Deep East Oakland East Oakland

9615 E Street **Priority Property** 1905/1911/1915 Seminary **Priority Property**

9427 Plymouth St 6650/6656 Laird Ave

2255/2261 84th Ave 2139 Seminary Ave **Priority Property**

9711 Sunnyside St 1445 50th Ave
7908 Ney Ave 1726 38th Ave
1521 92nd Ave 5944 Bromley Ave
9320 Sunnyside St 2181 48th Ave
9506/9514 Birch St Priority property 2126 High St
9224 Sunnyside St 4100 Allendale Ave **Priority Property**
1928 96th Ave 3366/3370 62nd Ave
2308 96th Ave
1639 84th Ave
2238 90th Ave
2226 94th Ave **Priority Property**

Fruitvale:
1815 28th Ave
2056 35th Ave
2943 Nicol Ave

San Antonio:
610 E 18th St **Priority Property**
1127 Foothill Blvd
1323 MacArthur Blvd **Priority Property**

RFP Representative: Loretta Lovell, v6llovell@oakha.org
Issued: Tuesday, June 20, 2023
Pre-Proposal Conference: Wednesday, June 28, 2023, at 10:00 AM
Questions Due: Thursday, June 29, 2023, at 2:00 PM
Submission Deadline: Thursday, July 12, 2023, at 2:00 PM

Proposals must be submitted online via Economic Engine with the Bid Form contained in Exhibit A through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=63442

Proposers **MUST** register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal. If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

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

I. **Statement of Work**

A. Project Scope

Oakland Affordable Housing Preservation Initiative (OAHPI) is seeking to obtain a vendor that can provide monthly pressure washing services for OAHPI multifamily properties. Building sizes range from 3 units to 20 units throughout the city of Oakland. Vendor is to pre-treat surface areas as needed with biodegradable degreasers and steam clean at up to 3000psi and 210 degrees.

1. Contractor shall provide all equipment, labor and materials required to pressure wash concrete and other surfaces at various properties.

2. The designated areas are to be cleaned in their entirety (not spot-cleaned).

3. The concrete and other surfaces to be cleaned and pressure washed include common areas and shall not be limited to enclosure walls, sidewalks, walkways, curbs, gutters, entryways, high traffic areas, dumpster trash areas and other surfaces, remove stains and spills without damaging the surface material.

4. Contractor shall push and pull waste containers as needed to pressure wash ground surfaces.

5. The Contractor shall furnish equipment capable of delivering high-pressure, hot water suitable for removing stains, spills, etc. from concrete and surfaces without damaging the surface material.

6. The Contractor must provide their own source of water.

7. Use of chemicals cannot be allowed; the storm drain system drains into the San Francisco Bay.

A. Technical Specifications

1. General Repairs

All work to be performed in accordance with all applicable local, state, and federal property rehabilitation standards and/or manufacturer's specifications and the following specifications as attached to this RFP. Please note that this is a partial list of items. Actual list will be developed for each vacant unit through the inspection process.

All work shall be done in a professional and quality workmanship like manner in accordance with trade standards.

Note: The contractor shall be responsible for all permits and associated costs.

B. Proposer Requirements

Proposer is responsible for coordinating all aspects of installation; any and all associated costs for delivery shall be included in the final bid. Proposers must be aware of the following street and conditions that may impact the project:

- a. Unit access: Delivery to units will be made via property walkways. Vehicles may not be driven on the sidewalks or landscaping.
- b. Street Access: Many properties are on very narrow streets with tight parking lots/driveways, such that an oversized truck would block traffic in both directions, which will not be permitted. Depending on the size of the delivery truck, parking lot access will be coordinated with the Property Administrator.
- c. Elevators: No elevators are located on the properties.
- d. Parking: Contractors may park one (1) vehicle in a parking space on the property while working in the unit. All other vehicles must utilize street parking.

I. Required Equipment

Minimum 500 gallon reservoir tank Hot water pressure washing system-soft Washing system. **Contractor must submit proposal on approach to this item.**
Lighting towers for nighttime work.

II. Intervals and Procedures

- A. Basic Cleaning –scheduling to be determined by OAHPI representative.
 1. Pressure wash exterior buildings as determined by OAHPI.
 2. Pressure wash porches.
 3. Pressure wash covered patios and flatwork.
 4. Spray spider web removal on all porch ceilings.
 5. Completely remove residue detergent from buildings and surrounding flatwork.
 - i. Full Cleaning – Four times per year (January, April, July, October) scheduling to be determined by OAHPI representative.
 6. Pressure washes entire buildings including parapet caps.
 7. Pressure wash porches.
 8. Pressure wash covered patios, grandstand seating, handrails, and flatwork.
 9. To include chimney, decorative and structural features on all buildings.
 10. To include visible rooftops including, metal, shingles, etc., as determined necessary by OAHPI representative.

III. Surfaces/Specifications

- A. All Painted Surfaces
 1. Less than 1,000 PSI
 2. Hot water 130° - 160°, only to be used on flat work and lower bands
 3. Material mix for cleaning:
 - a. Detergent approved by OAHPI representative (Sodium Per carbonate or CalciumHypochlorite)
 - b. Rinse Agent – Water
 - c. 1 ½ % Chlorine – 2 oz. per gallon of water or ¼ cup per gallon of water
 - d. Wax approved by OAHPI representative

B. Brick Pavers/Masonry

1. 300 PSI
2. 160° max water temperature
3. Material mix for cleaning:
 - a. Detergent approved by OAHPI representative (Sodium Per carbonate or Calcium Hypochlorite)
 - b. Rinse Agent – Water
 - c. 1 ½ % Chlorine – 2 oz. per gallon of water or ¼ cup per gallon of water
 - d. Wax approved by OAHPI representative

C. Steel/Aluminum

1. 1,000 PSI
2. Hot water 130° - 160°
3. No additives

D. Cellular PVC vinyl window trim/doors

1. 600 PSI
2. No hot water
3. Material mix for cleaning:
 - a. Detergent approved by OAHPI representative
 - b. Rinse Agent – Water
 - c. Wax approved by OAHPI representative

E. Stucco

1. 600 PSI
2. 160° max water temperature
3. Material mix for cleaning:
 - a. Detergent approved by OAHPI representative
 - b. Rinse Agent – Water
 - c. 1 ½ % Chlorine – 2 oz. per gallon of water or ¼ cup per gallon of water
 - d. Wax approved by OAHPI representative

F. EIFS (Exterior Insulation and Finishing System)

1. Less than 600 PSI
2. No hot water
3. Hold nozzle 2 feet away from surface at a 45° angle
4. Material mix for cleaning:
 - a. Detergent approved by OAHPI representative
 - b. Rinse Agent – Water
 - c. 1 ½ % Chlorine – 2 oz. per gallon of water or ¼ cup per gallon of water
 - d. Wax approved by OAHPI representative

G. Natural Wood

1. Maximum 300 PSI
2. No hot water
 - a. Detergent approved by OAHPI representative (Sodium Per carbonate)

Rust Removal – as requested by OAHPI representative

1. Use oxalic acid per instructions

Efflorescence Removal – consult OAHPI representative prior to removal

1. Use muriatic acid per instructions
2. Then use permeable sealer to maintain

V. **CONTRACT BID INFORMATION and PRICING**

A. Proposer Instructions

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

B. Contract Term

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

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

III. GENERAL INFORMATION

A. Proposal Submission Requirements To properly evaluate each offer received by OAHPI, all proposals submitted in response to this RFP must be formatted in accordance with the "Proposal Format" described in the section below. None of the proposed services may conflict with any requirement OAHPI has published herein or has issued by addendum. OAHPI shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFP; negotiations with OAHPI on any matter related to the response; and costs associated with interviews, meetings, travel or presentations. Additionally, OAHPI shall not be liable for expenses incurred as a result of OAHPI's rejection of any response.

The Respondent(s) selected must be fully qualified to perform the services described above, must possess the appropriate license, and must comply with all contract requirements.

B. Response Format To provide objective criteria that can be used in determining various Respondents abilities, please address the following items in the same order as presented below. Submissions must clearly address all of the requirements outlined in this Section. A company qualification brochure may be added as an attachment at the end of the Proposal. The Respondent may include any other general information that the Respondent believes is appropriate to assist OAHPI in its evaluation.

- 1. Cover Letter** – Include the project name and RFP number, date, identity of the lead person submitting the response and all contact information for the primary contact person during this RFP process.
- 2. Experience**--An overview of your firm's expertise and experience performing Power Washing services. Describe the firm's technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities Please be as descriptive as possible.
- 3. Firm's Qualifications** – Provide a narrative overview describing the Contractors experience and expertise providing a similar scope of work. Describe the firm's technical

capabilities (in terms of personnel, equipment, and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities.

4. **Project Approach** – Provide a narrative that discusses the Respondent's approach and process of engaging in the work for all power washing services. Please be as descriptive as possible.
5. **Examples of Previous Work** – Provide three (3) or more comparable work examples completed within the past seven (7) years to those indicated in Section (III B 2). Experience with any public agency clients should be highlighted. The examples shall also include a brief description and scope of the service(s) and the dates the services were provided.
6. **Staffing** – Provide the names of each proposed team member staffing and a description of their role and responsibilities. Include resumes for each team member and sub-consultant, if any.
7. **References** – Provide three (3) references (including names, email, and telephone number), of informer or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein in the enclosed form, Exhibit B
8. **Proposed Cost** – The cost must be recorded on the proposed cost forms in Exhibit A.

V. **REQUIRED FORMS**

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

- A. **Proposed Cost Form** (Exhibit A) The form must be completed and signed.
- B. **Current Client References** (Exhibit B) The form must be completed.
- C. **Contract Acknowledgement Form** (Exhibit C) The Contract Acknowledgement must be submitted with your proposal.

Proposals missing any of the above documents will NOT be considered.

VI. SELECTION PROCESS

- A. RFP Timeline The following are proposed dates relating to this selection process:

June 20, 2023	RFP Issued
June 28, 2023	Pre-Proposal Conference Via Zoom (see link information below)
June 29, 2023	Questions in writing via email, due by 2:00 PM
July 12, 2023	Proposals due by 2:00 PM

Join Zoom Meeting

One tap mobile: [US: +16692192599](tel:+16692192599), [88558994247#](tel:+12133388477), [*718663#](tel:+12133388477) or [+12133388477](tel:+12133388477), [88558994247#](tel:+12133388477), [*718663#](tel:+12133388477)

Meeting URL: <https://oakha-org.zoom.us/j/88558994247?pwd=dzkwNkZTeVpLd21WRURLTXRpeTdYZz09>

Meeting ID: 885 5899 4247

Passcode: 718663

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

1 669 219 2599 US (San Jose)
+1 213 338 8477 US (Los Angeles)
+1 206 337 9723 US (Seattle)
+1 301 715 8592 US (Washington DC)
+1 470 381 2552 US (Atlanta)
+1 786 635 1003 US (Miami)
833 548 0282 US Toll-free
877 853 5257 US Toll-free

Meeting ID: 885 5899 4247

Passcode: 718663

B. Questions/Answers

All questions must be submitted in writing via E-mail no later than 2:00 PM PDT, June 29, 2023, All questions will be answered in an addendum issued and posted on the Oakland Housing Authority Select “Business Opportunities”, “Procurement”, “Current Bid Openings” and “Active Bids”. No questions will be responded to after the question and answer period has expired. Questions are to be submitted to CCGS@oakha.org

C. Addendum

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective Respondents. The addendum will be posted on the OHA Vendor Center website at www.oakha.org. Select “Business Opportunities”, “Procurement”, “Current Bid Openings”, “Active Bids”, and select the desired bid # as well as Housing Agency Marketplace if applicable at the below link:

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

During the RFP solicitation process, CCGS will NOT conduct any ex parted conversations

(substantive conversation “substantive” meaning, any discussion or exchange between any OAHPI staff and a prospective Respondent that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective Respondents are not present) that may give one prospective Respondent an advantage over other prospective Respondents. This will not bar prospective Respondents from contacting CCGS; however, CCGS will limit communication with prospective Respondents to information already contained in the solicitation documents. CCGS will not provide verbal responses to any inquiries made by prospective Respondents. Instead, CCGS staff will direct Respondents to submit all questions in writing and will provide a copy of the question and answer to all Respondents through a written addendum.

D. Response Due Date

Proposals must be submitted online via Economic Engine/Housing Agency Marketplace by 2:00 PM on July 12, 2023, through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=63442

Respondents MUST register with Economic Engine in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal.

If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

Submission Responsibilities

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

E. Evaluation Criteria

The following criteria will be used to evaluate all responses:

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

Award of contract, if made, will be to the Respondent(s) that score above the competitive range of 80 in accordance with the stated evaluation criteria. The minimum number of points to qualify is 80 points.

No.	Criteria	Points
1.	<u>Experience/Technical:</u> Respondents' depth and experience in providing comparable contracting services for Power Washing Services.	30
2.	<u>Qualifications of Staff/Previous Projects:</u> Qualifications of the Prime Contractor and subcontractors project experience and References.	20
3.	<u>Project Approach:</u> Strength of Respondent's approach and process of engaging in the work for all Power Washing activities.	25
4.	<u>Proposed Rate:</u> The cost of the Power Washing project.	25
	<u>Total</u>	100

Qualified Respondent(s) will be selected based on the above criteria.

F. Selection Process

OAHPI will conduct the evaluation process. All responses will be reviewed for completeness and responsiveness. During the evaluation process, OAHPI reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to OAHPI staff. Each response will be independently analyzed by members of an evaluation team. The evaluations team will analyze how the Respondent's qualifications, experience, and capabilities meet OAHPI's needs. OAHPI may require the Respondent to submit additional materials to supplement its proposal. The selection will be the sole responsibility of OAHPI. OAHPI reserves the right to reject any and all responses and shall select Contractor/s based on the most advantageous conditions for OAHPI.

- 1. Initial Evaluation for Responsiveness** Each response received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). OAHPI reserves the right to reject any responses deemed by OAHPI not minimally responsive and to waive any minor informalities it deems so. OAHPI will notify such firms in writing of any such rejection.
- 2. Evaluation Committee** Internally, an evaluation packet will be prepared for each evaluator. OAHPI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive "hard copy" responses submitted for this RFP.
- 3. Restrictions** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a response entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a response entity will be excluded from participation on the evaluation committee. PLEASE NOTE: No Respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS staff member is the only person at OAHPI that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4. Evaluation** The appointed evaluation committee shall evaluate the complete responses submitted and award points based on Section (V E) - Evaluation Criteria. OAHPI will, at its discretion, contact one or more of the provided References for the Respondents deemed to be within the competitive range. Any negative References will be taken into consideration before proceeding with a final approval by the Board of Commissioners.
- 5. Notice of Results of Evaluation** Upon completion of the evaluation and internal approval processes (even if the contract has not yet been awarded or board approval is pending), all proposers will receive, by email, a letter of award or non-award.

VIII. Reservation of Rights

Representatives of OAHPI can:

- Request clarification of responses submitted before the final selection of a vendor for this project.
- Reject any or all responses.
- Waive any informality in the selection process.
- Terminate this selection process at any time.
- Negotiate the fees proposed by proposers for this project; and
- Award a contract that provides the best value to OAHPI as determined solely by OAHPI in its absolute discretion.

A. Rejection of Proposals

OAHPI reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. Immaterial deviations may cause a bid to be rejected. OAHPI may or may not waive an immaterial deviation or defect in a proposal. OAHPI's waiver of an immaterial deviation or defect will in no way modify the bid or excuse a proposer from full compliance with the bid requirements. Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable. Proposals that contain false or misleading statements may be rejected.

B. Evaluation Process

The proposals will be evaluated for responsiveness and responsibility, price, and timing. More than one contractor can be awarded a contract.

C. Award and Execution of Contract

No content in this request creates, nor construes to create any contractual relationship between OAHPI and any Proposer. OAHPI makes no commitment by virtue of this request, to receive or review of any responsive proposals or participate in any related discussions and shall have no obligation to release competitive bid information or enter into any business relationship or agreement to purchase any services or supplies from any proposer.

D. Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the bid request, the proposer should immediately provide OAHPI with written notice of the problem and request that the bid be clarified or modified. Without disclosing the source of the request, OAHPI may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential Proposers to whom the bid was sent.

E. Collusion

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of OAHPI has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with or obligation to any undisclosed person or company.

F. Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by OAHPI. Proposers shall not include any such expenses as part of their proposals.

G. Questions Regarding the RFP

Questions regarding the bid shall be addressed, in writing, to Loretta Lovell by e-mail: 46llovell@oakha.org All questions must be submitted no later than 10am on June 5, 2023.

H. Claims Procedures

Vendors wishing to contest the selection process or results will have five (5) business days from the date notice of the final selection to submit written complaints to the OAHPI Executive Director.

IX. PROPOSER REQUIREMENTS

A. Minimum Requirements

1. The Proposer must have been in business as a Contractor for a minimum of eight (8) years. OAHPI reserves the right to verify experience and California State Contractors License Code requirements.
2. The Proposer shall have an acceptable industry service record.
3. Proposers are required to submit three (3) references for similar projects or work. References should include the name of the contact person, business phone number, facsimile number, e-mail address, and general description of the project or work that was performed.
4. It is mandatory for the Proposer to provide either a facsimile number or e-mail address.

B. Time of Essence

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

C. Warranties and Representations

Proposer warrants and represents that it possesses such expertise, experience, and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer will supply at all times an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

D. Indemnity Obligations of Proposer

Proposer will indemnify and defend OAHPI (including its Board of Trustees, officers, director, agents, and employees) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Proposer of any warranty, representation, term or condition made or agreed to by Proposer; (ii) all products and services prepared by or for Proposers hereunder and provided to OAHPI; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Proposer's business or any of its products or services provided to State Bar; (iv) any breach by Proposer of any statutory or regulatory requirement.

E. Insurance Obligations of Proposer

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and OAHPI, with an insurer reasonably acceptable to OAHPI:

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.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.
4. Contractor's Pollution Liability. The Contractor or any of its subcontractors performing hazardous material, shall procure and maintain Contractor's Pollution Liability (CPL) coverage throughout the period of construction to include coverage for power washing, or any other power washing activities in connection with the Work. Coverage could be provided by a corporate contractor pollution liability policy with limits of no less than **\$2,000,000** per occurrence and **\$2,000,000** in the aggregate per policy period.

Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL policy shall also provide coverage for losses due to loading, unloading or transportation to a disposal site and liability imposed by off-Site disposal of materials at a third-party disposal site including testing, monitoring, measuring operations or laboratory analysis and remediation.

If the scope of work includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor shall furnish evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$2,000,000 per loss and an annual aggregate of \$2,000,000.

Acceptability of Insurers OAHPI

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

F. Termination

1. **At Will.** In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by OAHPI.
2. **Authorization of Funds.** If the agreement to purchase is terminated, Proposer agrees to take back any affected products furnished under this contract, and relieve OAHPI of any further obligation, except for OAHPI's obligation to pay for services already performed pursuant to this agreement.

3. **Default by Proposer.** This agreement may be terminated by OAHPI for convenience with written notice to the Proposer in the event the proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and OAHPI will have the right to have the services completed by other parties and the Proposer will reimburse the OAHPI for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, OAHPI's right to consequential damages caused directly or indirectly by the Proposer's default.

G. Assignment/Subcontracting

1. **Assignment.** The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of OAHPI, which consent may be granted or withheld in the sole and absolute discretion of OAHPI.

2. **Subcontracting.** The Proposal may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of OAHPI. Proposal's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above. As part of this RFP, the Proposal must include a list of any potential subcontractors proposed to complete any work on the project.

EXHIBIT A
COST FORM

Location	Cost	Notes
9615 E Street Priority property		
1905/1911/1915 Seminary Priority property		
9427 Plymouth St		
6650/6656 Laird Ave		
2255/2261 84th Ave		
9711 Sunnyside St		
1445 50th Ave		
7908 Ney Ave		
1726 38th Ave		
1521 92nd Ave		
5944 Bromley Ave		
9320 Sunnyside St		
2181 48th Ave		
9506/9514 Birch St Priority property		
2126 High St		
9224 Sunnyside St		
4100 Allendale Ave Priority property		
1928 96th Ave		
3366/3370 62nd Ave		

2308 96th Ave		
1639 84th Ave		
2238 90th Ave		
2226 94th Ave Priority property		
1815 28th Ave		
2056 35th Ave		
2943 Nicol Ave		
610 E 18th St Priority property		
1127 Foothill Blvd		
1323 MacArthur Blvd Priority property		
2139 Seminary Ave Priority property		
Grand Total:		
\$ _____		
(Add total of locations)		

CURRENT CLIENT REFERENCES (REQUIRED)
EXHIBIT B

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

EXHIBIT C

Acknowledgment of Mandatory Form of Contract

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

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

The Authority may, in its sole discretion, consider amendments/modifications to its form of Contract, provided Vendor complies with the request for amendment/modification procedures set forth in the RFP/RFQ. **IF THE PROPOSED VENDOR AMENDMENTS AND/OR MODIFICATIONS TO THE FORM OF CONTRACT ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE SUCCESSFUL VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to accept such amendment/modification does not invalidate the Authority's Form of Contract. It is the sole responsibility of each prospective vendor to notify the Authority, in writing, before the question deadline, of any requests to amend/modify the Form of Contract. A successful Vendor's failure to execute the final form of Authority Contract shall automatically result in rescission of any award and Authority shall have the right to exercise all remedies available to it in law and equity.

By signing below you hereby acknowledge and agree to the terms and provisions discussed above:

Name of Firm: _____

Authorized Signature: _____

Date: _____

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

INSURANCE REQUIREMENTS

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

Minimum Scope of Insurance

Coverage shall be as least as broad as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.

Minimum Limits of Insurance

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

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to their project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations,as applicable.)

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.

- 4. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.

- 5. Professional Liability Insurance: **\$1,000,000** per occurrence.

Deductible and Self-Insured Retentions

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

Other Insurance Provisions

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

1. OAHPI, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects OAHPI, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OAHPI, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OAHPI, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

RECITALS

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

WHEREAS, OAHPI Board of Directors approved Board Resolution No. ___ on ___ to execute a one year contract with four additional one year option terms in the combined amount not to exceed \$0.00 over the five year period;

WHEREAS,

WHEREAS,

WHEREAS,

WHEREAS, “OAHPI is implementing a program for Public Housing residents.”]; and

WHEREAS, CONTRACTOR was the successful bidder in connection with OAHPI’s Invitation for Bids [OR RFP] No. _____ for _____ dated _____, 2020 incorporated herein by this reference (“IFB No. 20XX-004”); and

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

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

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

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

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

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

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

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

Contractor's Schedule of Performance is set forth in Exhibit__.

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

[For Option Years use below]

- a. **Initial Term.** The Initial term of this Contract will begin on October 1, 2019, and end on September 30, 2021, unless earlier terminated as provided herein.
- b. **First Option Term.** OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2021 through September 2022 (“First Option Term”) by giving written notice to the Contractor prior to the expiration of the Initial Term, unless earlier terminated as provided herein.
- c. **Second Option Term.** OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2022 through September 30, 2023 (“Second Option Term”) by giving written notice to the Contractor prior to the expiration of the First Option Term, unless earlier terminated as provided herein.
- d. **Third Option Term.** OAHPI, at its sole discretion, may elect to extend the term of the Contract for the period of October 1, 2023 through September 30, 2024 (“Third Option Term”) by giving written notice to the Contractor prior to the expiration of the Second Option Term, unless earlier terminated as provided herein.

3. COMPENSATION/PAYMENT.

3.1 OAHPI will compensate CONTRACTOR for all services rendered, products provided and costs and expenses incurred for the Service as provided pursuant to this

Contract and the Payment Schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference.

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

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

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

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

3.5 No payroll or employment taxes of any kind will be withheld or paid by OAHPI on behalf of Contractor. OAHPI will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's sole responsibility to pay all taxes required by law,

including self-employment social security tax. OAHPI will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract Services.

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

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

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

CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit an OAHPI representative to monitor, assess or

evaluate CONTRACTOR's performance under this Contract at any time upon reasonable notice to CONTRACTOR.

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

(see *S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations (1989) 48 Cal.3d 341*). Neither the Contractor, nor any of the Contractor's officers, employees, subcontractors, sub-consultants, or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to OAHPI's employees. The Contractor expressly waives any claim it may have to any such rights. The Contractor will have no authority to bind OAHPI in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against OAHPI, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or authorized written amendments to this Contract.

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

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

9. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless OAHPI, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act, omission, or services of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (OAHPI employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives from this Contract. Contractor shall defend, at its sole expense, all costs and fees

including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

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

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

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

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

10.1 Workers' Compensation. If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of OAHPI.

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

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

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

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

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

10.6 General Insurance Provisions - All lines.

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by OAHPI Risk Manager. If OAHPI's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written consent of OAHPI Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to OAHPI, and at the election of OAHPI's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as

respects this Contract with OAHPI, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

- d. It is understood and agreed to by the Parties hereto that the CONTRACTOR's

insurance shall be construed as primary insurance, and OAHPI's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds two (2) years; OAHPI reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in OAHPI Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to OAHPI.
- h. CONTRACTOR agrees to notify OAHPI of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

11. GENERAL.

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

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

CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

12. TERMINATION.

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

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

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

- (a) Stop all work under this Contract on the date specified in the notice of termination; and
- (b) Transfer to OAHPI and deliver in the manner as directed by OAHPI any data, estimates, graphs, summary reports, or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR

in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to OAHPI.

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

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

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

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

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

15. Reserved.

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

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

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

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

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

19. NONDISCRIMINATION; EQUAL EMPLOYMENT. CONTRACTOR

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

A. Additionally, in connection with employment, the Contractor will ensure that all applicants and employees are treated, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

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

C. The Contractor will cause the foregoing provisions contained in this Section 19 to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

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

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

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

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

29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of

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

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

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

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

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

34. SEVERABILITY. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless

continue in full force without being impaired or invalidated in any way.

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

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

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

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

39. TIME OF PERFORMANCE

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

40. NON-EXCLUSIVE AGREEMENT

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

41. TRAVEL. To the extent that travel has been explicitly authorized by 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.

42. 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.

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

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

(Remainder of Page Intentionally Blank)

(Signatures on next page)

SAMPLE

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

“OAHPI”

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

By: _____
Patricia Wells, Executive Director

Date: _____

“CONTRACTOR”

_____, a California

By: _____

Name: _____

Its: _____

Date: _____

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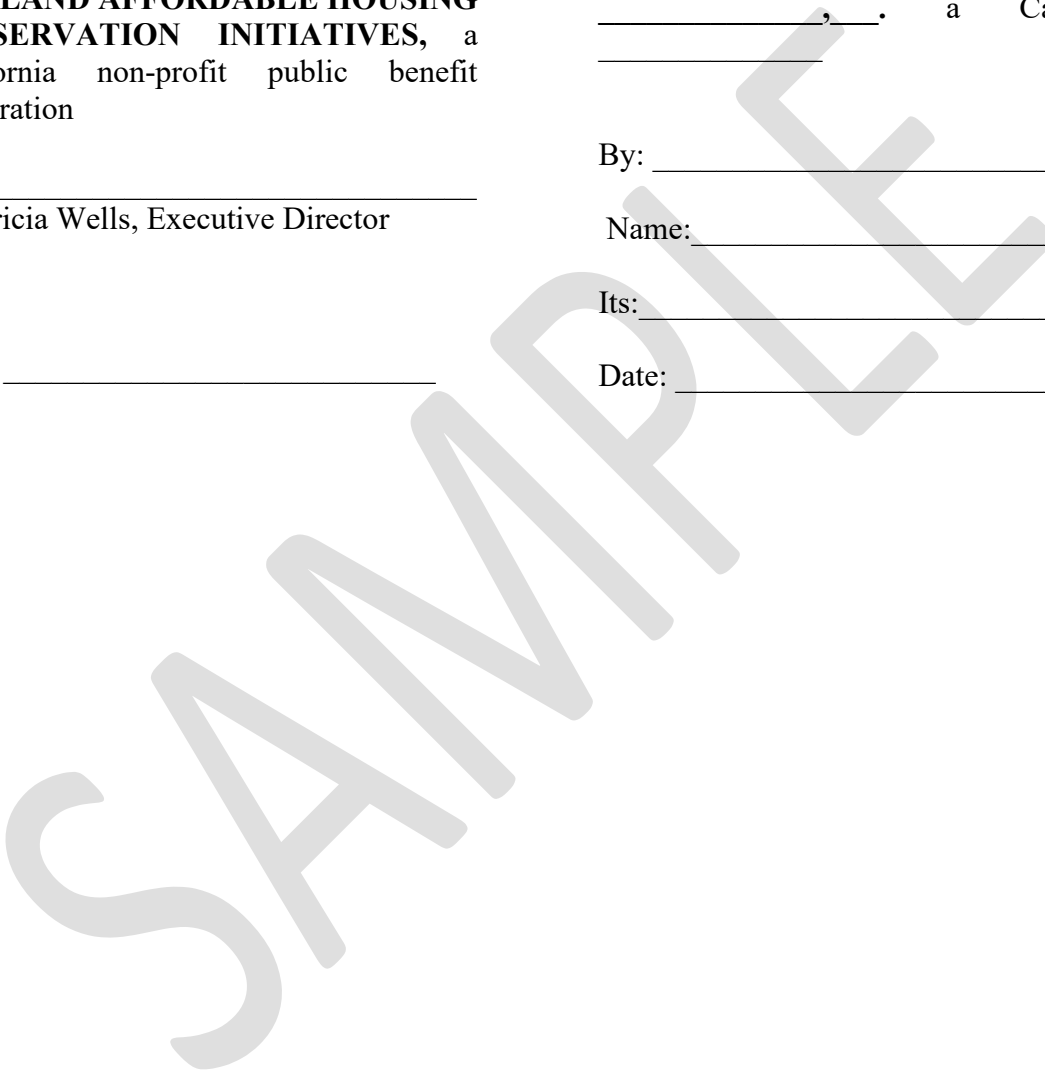


EXHIBIT “A”
SCOPE OF SERVICES

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

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

[INSERT SCOPE OF SERVICES]

EXHIBIT “B”

PAYMENT SCHEDULE

(behind this page)

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

SAMPLE

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by ("Consultant") and Oakland Affordable Housing Preservation Initiatives ("OAHPI") as of _____, 2023 ("Effective Date"). Consultant and Housing Authority are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. Authority is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.
- B. In its ordinary course of business, Authority collects and maintains, among other things, personally identifiable information, the confidentiality of which is protected by the Privacy Act of 1974 (5 U.S.C. § 552a), other information relevant to Authority's administration of various affordable housing and tenant based rental assistance programs, Authority's information technology ("Information Technology") infrastructure information, deliberative process, and human resources related information ("HR Information").
- C. Pursuant to that certain Contract for _____ by and between Authority and Consultant dated _____, 2023 ("Contract") Consultant is assisting Authority in _____ and Consultant will have access to confidential information.
- D. Authority wishes to make the data available to Consultant for the administration and implementation of the Contract and to allow Consultant to use the data for the purposes for which the data is being provided or maintained, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement.

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

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

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

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

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

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

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

(c) All Authority Information Technology infrastructure information, and

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

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

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

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

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

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

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

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

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

Section 1.4 Use of Confidential Information.

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

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

agrees to cooperate with Authority in every reasonable way to help Authority regain possession of the Confidential Information and prevent any future unauthorized use.

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

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

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

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

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

Section 1.6 Exceptions to Obligations.

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

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

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

ARTICLE 2. **LIMIT ON DISCLOSURE**

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

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

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

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

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

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

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

Section 2.8 Indemnification and Injunctive Relief. Consultant shall save, defend, indemnify and hold harmless Authority, its officials, employees and agents (the "Indemnitees") against liability for any suits, actions, judgments, injuries, damages, expenses, losses, or claim of any character, including attorney's fees, arising from, or relating to the conduct, acts or omissions of Consultant, their officials, employees, partners, agents, contractors or subcontractors in

connection with the performance of obligations under this Agreement. The Parties acknowledge that the unauthorized use of Authority's Confidential Information by Consultant, its employees or agents would cause irreparable harm and significant injury to Authority. Consultant further acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of the Confidential Information. Accordingly, Consultant agrees that Authority shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Notwithstanding the foregoing, no Indemnitee shall be indemnified by Consultant against liability for any suits, actions, judgments, injuries, damages, expenses, losses, or claim of any character arising from, or relating to, negligent acts or willful misconduct of the Indemnitee in the performance of its obligations under this Agreement.

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

ARTICLE 3. **SECURITY REQUIREMENTS**

Section 3.1 Maintenance of and Access to Confidential Information.

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

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

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

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

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

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

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

Section 3.2 Retention of Confidential Information.

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

ARTICLE 4.
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"AUTHORITY"

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

By: _____
Patricia Wells, Executive Director

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

"CONSULTANT"
[INSERT ENTITY NAME]

By: _____

Name: _____

Its: _____

Date: _____