



4/24/2024

Gentlemen/Ladies:

**SUBJECT: RFP #24-003 Illegal Dumping Removal Services**

The Oakland Affordable Housing Preservation Initiatives (“OAHPI”) invites proposals from highly qualified and insured contractors to provide Illegal Dumping Removal Services.

**Proposals will be accepted online through the Housing Agency Marketplace 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](mailto:v6llovell@oakha.org).

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:  
*Patricia Wells*  
722CF180EE194A1...

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



## REQUEST FOR PROPOSAL

### RFP #24-003 Illegal Dumping Removal Services

**Introduction:** Oakland Affordable Housing Preservation Initiatives (OAHPI) was established as a California non-profit public benefit corporation in February 2009. The purpose of OAHPI is to:

- Acquire, develop, lease, finance, rehabilitate, own and operate decent, safe and sanitary housing affordable to persons and households of low income, where no adequate housing exists for such groups;
- Lessen the burdens of government by acquiring leasehold or fee interests in housing for low income persons and households that were previously owned by the Housing Authority of the City of Oakland (OHA) as Low Income Public Housing and continue to operate it as housing for low income households;
- Promote social welfare through activities related to the development of housing for low income persons and households; and
- Implement such other activities as the Board of Directors determines will benefit and support OAHPI.

OAHPI has a portfolio of approximately 1,600 Section 8 units on 250 properties in Oakland.

OAHPI serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the non-profit.

Oakland Affordable Housing Preservation Initiative (OAHPI) invites proposals from qualified contractors to provide services at various Oakland Affordable Housing Preservation Initiatives properties. In summary, the Scope of Work is to provide the necessary illegal dumping removal services for 1540 Units.

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

RFP Representative:	Loretta Lovell, v6llovell@oakha.org
RFP Issued:	April 25, 2024
Pre-Proposal Conference:	May 6, 2024
Questions Due:	May 13, 2024
Submission Deadline:	May 24, 2024

Proposals must be submitted online via Housing Agency Marketplace with the Bid Form contained in Exhibit A through the following link:

[https://ha.internationaleprocurement.com/requests.html?company\\_id=63442](https://ha.internationaleprocurement.com/requests.html?company_id=63442)

Contractors MUST register with Housing Agency Marketplace 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 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. Contract will be awarded, by job, to qualified contractors who provide proposals 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**

It is the intent of this RFP to establish a term contract, with a contractor or multiple contractors for the Oakland Affordable Housing Preservation Initiatives (OAHPI) for labor, materials and equipment necessary to provide illegal dumping removal services. OAHPI owns and manages multiple housing units in a variety of configurations, throughout the City of Oakland.

OAHPI is looking for the most responsive and responsible contractor that will be committed to provide the best level of service in site cleanup services throughout the City of Oakland at OAHPI's properties, including but not limited to the removal of large items, potentially biohazardous material, and other illegally dumped waste materials, in order to restore the properties to a safe and clean condition, as more fully detailed in the Scope of Services section of this RFP. Through a competitive qualification and bid based procurement process, the Oakland Affordable Housing Preservation Initiatives intends to enter into an agreement with a qualified contractor for said services.

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

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

Proposals will be accepted and awarded to the most responsive and responsible contractor. Successful Contractor(s) awarded a contract for service will be required to provide their services to all locations within the City of Oakland.

## **B. General Requirements**

1. Overview: As directed by OAHPI staff on a non-exclusive, on-demand, as needed basis, Contractor shall:

- Provide turnkey property cleanup services 7 days per week.
- Availability for Service between 7:30 am- 5:00 pm
- Collect, remove, and dispose of large items and other illegally dumped waste materials.
- Clean and remove any potentially biohazardous materials.
- Survey potential properties as requested by OAHPI;
- Complete property site checklist and any additional reporting required for each property visited.
- Generally, ensure that properties are restored to a safe and clean condition.
- All disposals required for the performance of the Services must be done lawfully, at sites permitted to accept such materials.

2. OAHPI Representative – Primary Point of Contact:

A designated individual will be responsible for management of the contract for OAHPI, with specific contact information to be listed in the final contract for service. This individual will provide reasonable assistance to Contractor, including but not limited to the scheduling of jobs, interpretation of policy and procedural requirements, and coordination with staff. However, under no circumstances shall the assistance of the lead contact for OAHPI, or the assistance of any other OAHPI staff, limit Contractor's obligations to perform the Services.

3. Contractor Representative:

A designated individual will be responsible for management of the contract for the selected Contractor, with specific contact information to be listed in the final Contract for Service. This individual will be responsible for all communication to the OAHPI Representative from the Contractor and be available to receive new job requests, provide updates on job progress, communicate ongoing issues, and billing.

4. Property Conditions: Respondents must be equipped to provide Services at properties with varying conditions, which could contain but may not be limited to a variety of hazardous and/or large materials, including biohazardous materials, garbage, general debris, human waste, and other items associated with illegal dumping.

5. Property Locations: Properties are located throughout the City of Oakland. OAHPI will make an effort, when possible, to cluster several properties. Illegal Dumping removal may include locations with tight driving conditions (Reference 7. Site Accessibility). Property locations may occasionally require cleanup that does not have close access, and Contractor must be equipped to provide Services in those types of locations if necessary.

6. Removal of Items: Contractor must utilize a formal work order system to track properties as assigned. Service activities within certain areas, including but not limited to OAHPI vacant lots and properties, may be subject to a variety of specific federal, state, or local laws and regulations in specific cases. If removal of any items is determined to be necessary for performance of the Services, the Contractor shall get specific approval from OAHPI before engaging in those types of activities, and ensure that all Services are performed in full compliance with any and all applicable federal, state, and local laws.

7. Property Accessibility: Contractor must be equipped to take measures necessary for the proper clean-up of properties that may present accessibility challenges. Contractor shall ensure all Services are performed in a manner that protects the safety and security of the public and all infrastructure, which measures may include but shall not be limited to coordinating traffic control and whatever else may be reasonably necessary to protect employees, passerby and infrastructure that could be damaged.

8. Inclement Weather: Services may need to be performed in inclement weather. Contractor will provide all training and supplies necessary for the performance of Services in all types of challenging weather conditions.

9. Occupants: If a property is occupied, the Contractor will take steps to ensure resident engagement is performed in a respectful manner and follow fair housing guidelines.

10. Weapons and other Contraband: If firearms or other dangerous weapons are located, the Contractor will stop work immediately, contact the Oakland Housing Authority Police Department followed by the designated OAHPI contact, and wait for the assigned unit to arrive to assess the situation. All firearms or dangerous weapons must be reported to the Oakland Housing Authority Police Department and OAHPI contact listed in the contract for service.

11. Operations Meetings: Contractor will attend monthly meetings coordinated by OAHPI to present outcomes from the previous months work orders and performance.

12. Reporting: Monthly reporting of all property locations Contractor serviced is required to accompany invoices. Reporting must include the date and list all properties serviced on that day.

13. Holidays: OAHPI observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and following day and Christmas Day.

14. Invoicing: Invoice Based on Performance, Contractor shall not charge OAHPI for any missed worked days or weeks etc. OAHPI will not approve invoices for work not performed. Appropriate reduction to invoices shall be made for any incomplete portion of services.

15. Callback Services: Contractor shall return to property after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, the OAHPI shall have the right to declare the Contractor non-performing and shall have the right to terminate the contract without penalty.

## 16. Contract Pricing

- A. Cost shall include all materials, equipment, and labor for standard application.
- B. Contractor shall provide rates for: Normal Work week Cost per day Rate and Weekend daily Rates. Overtime work shall be performed only upon the OAHPI's request.

- C. The following shall apply to all Cost per day rate pricing:
- Regular time is defined as the OAHPI's normal business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.
  - Overtime work shall be performed only upon the OAHPI's request by the OAHPI contact or their designee.
- D. Holiday work shall be performed only upon the OAHPI's request. Holidays that qualify for holiday rate billing are noted in *section 13 Holidays*.
- E. All Cost per day rates quoted "must include" overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.
- F. If a holiday falls on a day during the week when normal services were to be provided and the contractor does not perform the service, then the contractor will be required to reschedule the service to be completed on another day that same week.
- G. The Contractor may be required to have the hours worked certified by OAHPI personnel at the property.

#### 17. Materials, Equipment, Supplies and Parts

- 1) The Contractor shall be responsible for the purchase of all materials, equipment, supplies and parts to provide the needed services.
- 2) The Contractor shall use materials and equipment that are safe for the environment and safe for the use by the Contractor's employees.

#### C. Technical Requirements

1. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the Services to handle, remove, transport, and dispose of the waste materials and leave a clean property.
2. OAHPI will contact the Contractor utilizing a work order-based process to coordinate cleanup of properties. Services shall not begin before Contractor receives authorization from OAHPI to commence clean-up, and all Services shall be performed as directed by OAHPI staff. Contractor is to immediately contact OAHPI staff if the Contractor has any questions or concerns about how the Services are to be performed.
3. Contractor shall provide all supervision and management of crews and sub-contractors and ensure all necessary safety procedures are followed.
4. Contractor shall photograph all properties serviced and adequately document overall property conditions as assigned. Proper documentation will require photographs from multiple angles. The Contractor will work with the OAHPI contact prior to start of cleanup to get direction as to specific expectations for photographs and property documentation.
5. Contractor shall notify OAHPI when the work is complete and provide a cleanup report for each property, including photos.
6. Contractor shall follow best practices work procedures to safely manage any hazardous materials found, including urine, feces, personal hygiene items, syringes, and other materials which could pose a health threat and notify OAHPI staff to coordinate cleanup.

7. Contractor shall perform work in a timely and efficient manner and in a courteous and businesslike manner at all times.

8. Contractor is to contact the assigned OAHPI contact if something will interfere with completion of scheduled camp clean ups. This should be a rare occurrence. Continual shifts in the schedule may lead to termination of the Contract for Service.

#### 9. Safety and Training

- Contractor must have experience in working at apartment complexes, and be trained in Fair Housing
- Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to put their employees at risk.
- Contractor shall comply with all occupational safety and health standards, licensing requirements and regulations, and orders as mandated.
- Contractor staff shall be OSHA-certified with any required trainings or certifications to complete the large item or debris clean-up work
- The Contractor shall provide all safety equipment, materials, and supplies required to complete cleanups in a safe manner.
- The Contractor will provide all employees with appropriate safety training and apparel. This apparel shall include but not be limited to safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.
- Contractor shall provide copies of all training records and licenses required, upon request.

#### **D. Technical Specifications**

##### 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.**

#### **E. Warranty**

If an issue arises with the work, OAHPI will issue a written request to have the issue addressed. The Contractor will be required to provide a response within 48 hours for regular requests and 24 hours for emergency health and safety requests. Failure to resolve the issues will result in removal from the qualified list for all future projects until the issues are resolved to the satisfaction of OAHPI.

## **F. Contractor Requirements**

Contractor is responsible for coordinating all aspects of removal. Any and all associated costs for transportation and disposal shall be included in final bid. Contractors must be aware of the following street and conditions that may impact the removal of illegal dumping:

- a. 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.
- b. Elevators: No elevators are located on the properties.
- c. 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.

## **II. CONTRACTOR REQUIREMENTS**

### **Minimum Requirements**

- A. The Contractor shall possess a current license with the state of California Contractor's License Board (CSLB) to perform the work outlined in the RFP if applicable.
- B. The Contractor must have been in business providing this service for a minimum of 3 years. OAHPI reserves the right to verify experience and any California State Contractors License Code requirements.
- C. The Contractor shall have an acceptable industry service record.
- D. Contractors 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.
- E. It is mandatory for the Contractor to provide either a facsimile number or e-mail address.

## **III. CONTRACT BID INFORMATION and PRICING**

### **A. Contractor 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. 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.

**1. 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** -- 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. Contractor's Qualifications** – Provide a narrative overview describing the contractors experience and expertise providing a similar scope of work. Describe the contractor's technical capabilities (in terms of listing personnel, equipment, materials and positions performing the work to include the number of personnel assigned), 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 services. Please be as descriptive as possible. Proposed Cost – The cost must be recorded on the proposed cost forms in Exhibit A.

#### IV. REQUIRED FORMS

1. The following forms must be submitted with your proposal in the following order:
  - A. Proposed Cost Form - The form must be completed and signed. (Exhibit A)
  - B. Experience Table- The form Qualifications Statement must be completed. (Exhibit B)
  - C. Subcontractor Form - The Subcontractor Form must be completed to identify the tasks performed by Contractor and if applicable, subcontractor(s). (Exhibit C)
  - D. Contractors Qualification Questionnaire - The Contractors Qualification Form must be submitted with your proposal for consideration. (Exhibit D)
  - E. Contract Acknowledgement Form – The Contractors Acknowledgement Form must be completed. (Exhibit E)
  - F. Proposals missing any of the above documents will NOT be considered.

#### V. SELECTION PROCESS

##### A. RFP Timeline

The following are proposed dates relating to this selection process:

RFP Issued:	April 25, 2024
Pre-Proposal Conference	May 6, 2024 @10:00AM via Zoom
Questions Due	May 13, 2024, at 10:00 AM PST
Submit Questions To:	Please submit all questions through the Housing Agency Marketplace eProcurement site, via the following link: <a href="https://ha.economicengine.com/requests.html?company_id=50863">https://ha.economicengine.com/requests.html?company_id=50863</a> (Indicate above RFP #24-003 in "Subject")
Proposal Due:	May 24, 2024, at 2:00 PM PST via the Housing Agency Marketplace eProcurement site

##### B. Questions/Answers

All questions must be submitted in writing via Housing Agency Marketplace no later than stated in the above RFP timeline. All questions will be answered in an addendum issued on the Housing Agency Marketplace site.

No questions will be responded to after the question-and-answer period has expired.

### **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 Housing Agency Marketplace if applicable at the below link:

[https://ha.economicengine.com/requests.html?company\\_id=50863/](https://ha.economicengine.com/requests.html?company_id=50863/)

During the RFP solicitation process, CCGS will NOT conduct any ex parte 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 Housing Agency Marketplace on the date and time listed above through the following link:

[https://ha.internationaleprocurement.com/requests.html?company\\_id=63442](https://ha.internationaleprocurement.com/requests.html?company_id=63442)

Respondents MUST register with Housing Agency Marketplace 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.

### **VI.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 the 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.

## A. 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.**

No.	Criteria	Points
1.	<p><b><u>Project Approach:</u></b></p> <p>a) Contractor's qualifications and experience with similar work including at least three years of demonstrated experience.</p> <p>b) Contractor's proposal demonstrates their specialized knowledge, experience for the work required, based on work history (especially in a multi-unit environment).</p> <p>c) Capability and demonstrated ability to comply with the scope of work in the RFP.</p> <p>d) Capability, experience, and applicable certifications and licenses of staff to be assigned to a contract based on this RFP.</p> <p>e) Past performance of the Contractor on prior work of the same or similar nature, based on the references provided.</p> <p>f) Staff Training</p> <p>g) Contractor has a clear understanding of the scope of services required by OAHPI.</p> <p>h) Contractor has a realistic approach to the performance of the required work.</p> <p>i) Contractor has proposed a sufficient number of staff and supervisors for each area they are bidding, to adequately provide the service.</p>	40
2.	<p><b><u>Compliance with all requirements in the RFP:</u></b></p> <p>a) Quality of proposal, which includes the appropriate level of detail for all tasks required to implement the requested services.</p> <p>b) A clear and concise plan for accomplishing all services, including a timetable, staff assignments, and soundness of proposed methods of performing services.</p>	20
3.	<p><b><u>Proposed Rate:</u></b> Proposed compensation structure including hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to OAHPI.</p>	40
	<p><b><u>Total</u></b></p>	100

## B. 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 Contractors 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 contractors 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 "electronic 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 Contractor(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. Paragraph 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 contractors will receive, by email, a letter of award or non-award.

## **VII. Reservation of Rights**

### **A. Representatives of OAHPI can:**

- Request clarification of responses submitted before the final selection of a contractor 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 contractors for this project; and
- Award a contract that provides the best value to OAHPI as determined solely by OAHPI in its absolute discretion.

#### **1) 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 contractor 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.

#### **2) Errors**

If a contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the bid request, the contractor 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 Contractors to whom the bid was sent.

#### **3) Collusion**

Contractor, 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 contractor; and that the contractor is competing solely in its own behalf without connection with or obligation to any undisclosed person or company.

#### **4) Cost of the Proposal**

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

## 5) Claims Procedures

Contractors 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.

## B. CONTRACTOR REQUIREMENTS

### a. Time of Essence

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

### Warranties and Representations

Contractor 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. Contractor will supply at all times an adequate number of well-qualified personnel to perform the work. Contractor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

### b. Indemnity Obligations of Contractor

Contractor 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 Contractor of any warranty, representation, term or condition made or agreed to by Contractor; (ii) all products and services prepared by or for Contractors hereunder and provided to OAHPI; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Contractor's business or any of its products or services provided to State Bar; (iv) any breach by Contractor of any statutory or regulatory requirement.

### c. Insurance Obligations of Contractor

The Contractor will provide and keep in full force and effect during the term of this agreement, at the Contractor's own cost and expense, the following insurance policies for the joint benefit of the Contractor 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 abatement, shall procure and maintain Contractor's Pollution Liability (CPL) coverage throughout the period of construction to include coverage for lead abatement, asbestos abatement, or any other abatement or hazardous waste abatement 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 property, 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.

d. **Termination**

1. **At Will.** In the event of termination pursuant to this section, the Contractor'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. Contractor 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, Contractor 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 Contractor.** This agreement may be terminated by OAHPI for convenience with written notice to the Contractor in the event the contractor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Contractor, the Contractor 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 Contractor 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 Contractor's default.



e. **Assignment/Subcontracting**

1. **Assignment.** The Contractor 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 contractors 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 contractor 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 Contract Award.

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

g. OAHPI reserves the right to enter into discussions with the contractor(s) whose Proposal is deemed most advantageous and in OAHPI's best interest for the purpose of negotiations. OAHPI reserves the right to enter into negotiations with the responsible and responsive contractors within the competitive range without the need to repeat the formal solicitation process. OAHPI reserves the right to negotiate with or to decline to enter into contracts with a contractor whose rates are unreasonable in OAHPI's sole discretion.

**OAHPI reserves the right to award without discussions.**

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

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

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

**j. Contract Conditions.**

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

1. **Contract Form:** OAHPI will not execute a Contract on the successful Contractor's Form. Contracts will only be executed on OAHPI's Form (please see **Sample Contract Agreement**) and by submitting a Proposal the successful contractor agrees to do so (please note that OAHPI reserves the right to amend this form as OAHPI deems necessary). However, OAHPI will, during the question and answer period (request must be submitted before the question deadline) consider any Contract clauses that the contractor wishes to include therein and submits in writing a request for OAHPI to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY OAHPI, THEN THE CONTRACTOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of OAHPI to include such clauses does not give the successful contractor the right to refuse to execute OAHPI's Contract Form. It is the responsibility of each prospective contractor to notify OAHPI, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. OAHPI will consider and respond to such written correspondence in the Addendum, and if the prospective contractor is not willing to abide by OAHPI's response (decision), then that prospective contractor shall be deemed ineligible to submit a Proposal.
2. **Assignment of Personnel:** OAHPI shall retain the right to demand and receive a change in personnel assigned to the work if OAHPI believes that such change is in the best interest of OAHPI and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The Contractor shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Proposal is a joint venture with another contractor. The successful Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the Contract) without the prior written consent of OAHPI. Any purported assignment of interest or delegation of duty without the prior written consent of OAHPI shall be void and may result in the cancellation of the Contract with OAHPI, or may result in the full or partial forfeiture of funds paid to the successful Contractor as a result of the proposed Contract; either as determined by OAHPI.

**C. Contract Terms**

OAHPI intends to enter into a Two (2) year initial term agreement with the selected contractor(s), with Three (3) one-year options to renew by mutual agreement.

1. Option Terms as permissible under the OAHPI Procurement Policy with increases not to exceed the Consumer Price Index (CPI) only at the start of each option term.

**EXHIBIT A**  
**PROPOSED COST FORM**

This is a fixed fee contract with a maximum not-to-exceed amount. The cost of services shall be billed monthly in accordance with the daily rate. Bidders shall provide a complete list of all costs included in the cost per day rate to include staff hourly rates of the positions by title & pay rate, staff benefit costs and detail any administrative costs included in the cost per day rate in terms of listing personnel, equipment, materials and positions performing the work.

Initial Term July 2024 – June 2026

Illegal Dumping removal- work week

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2024		\$	\$
August 2024		\$	\$
September 2024		\$	\$
October 2024		\$	\$
November 2024		\$	\$
December 2024		\$	\$
January 2025		\$	\$
February 2025		\$	\$
March 2025		\$	\$
April 2025		\$	\$
May 2025		\$	\$
June 2025		\$	\$
July 2025		\$	\$
August 2025		\$	\$
September 2025		\$	\$
October 2025		\$	\$
November 2025		\$	\$
December 2025		\$	\$
January 2026		\$	\$
February 2026		\$	\$
March 2026		\$	\$
April 2026		\$	\$
May 2026		\$	\$
June 2026		\$	\$
<b>Total Working Days</b>		<b>Total Annual Cost</b>	\$

Illegal Dumping removal- weekend services

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2024		\$	\$
August 2024		\$	\$
September 2024		\$	\$
October 2024		\$	\$
November 2024		\$	\$
December 2024		\$	\$
January 2025		\$	\$
February 2025		\$	\$
March 2025		\$	\$
April 2025		\$	\$
May 2025		\$	\$
June 2025		\$	\$
July 2025		\$	\$
August 2025		\$	\$
September 2025		\$	\$
October 2025		\$	\$
November 2025		\$	\$
December 2025		\$	\$
January 2026		\$	\$
February 2026		\$	\$
March 2026		\$	\$
April 2026		\$	\$
May 2026		\$	\$
June 2026		\$	\$
<b>Total Working Days</b>		<b>Total Annual Cost</b>	\$

1st Option Term Year (Option Terms as permissible under the OAHPI Procurement Policy with increases not to exceed the Consumer Price Index (CPI) only at the start of each option term.)

Illegal Dumping removal- work week

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2026		\$	\$
August 2026		\$	\$
September 2026		\$	\$
October 2026		\$	\$
November 2026		\$	\$
December 2026		\$	\$
January 2027		\$	\$
February 2027		\$	\$
March 2027		\$	\$
April 2027		\$	\$
May 2027		\$	\$
June 2027		\$	\$
Total Working Days		Total Annual Cost	\$

Illegal Dumping removal- weekend services

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2026		\$	\$
August 2026		\$	\$
September 2026		\$	\$
October 2026		\$	\$
November 2026		\$	\$
December 2026		\$	\$
January 2027		\$	\$
February 2027		\$	\$
March 2027		\$	\$
April 2027		\$	\$
May 2027		\$	\$
June 2027		\$	\$
Total Working Days		Total Annual Cost	\$

2nd Option Term Year (Option Terms as permissible under the OAHPI Procurement Policy with increases not to exceed the Consumer Price Index (CPI) only at the start of each option term.)

Illegal Dumping removal- work week

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2027		\$	\$
August 2027		\$	\$
September 2027		\$	\$
October 2027		\$	\$
November 2027		\$	\$
December 2027		\$	\$
January 2028		\$	\$
February 2028		\$	\$
March 2028		\$	\$
April 2028		\$	\$
May 2028		\$	\$
June 2028		\$	\$
Total Working Days		Total Annual Cost	\$

Illegal Dumping removal- weekend services

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2027		\$	\$
August 2027		\$	\$
September 2027		\$	\$
October 2027		\$	\$
November 2027		\$	\$
December 2027		\$	\$
January 2028		\$	\$
February 2028		\$	\$
March 2028		\$	\$
April 2028		\$	\$
May 2028		\$	\$
June 2028		\$	\$
Total Working Days		Total Annual Cost	\$

3rd Option Term Year (Option Terms as permissible under the OAHPI Procurement Policy with increases not to exceed the Consumer Price Index (CPI) only at the start of each option term.)

Illegal Dumping removal- work week

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2028		\$	\$
August 2028		\$	\$
September 2028		\$	\$
October 2028		\$	\$
November 2028		\$	\$
December 2028		\$	\$
January 2029		\$	\$
February 2029		\$	\$
March 2029		\$	\$
April 2029		\$	\$
May 2029		\$	\$
June 2029		\$	\$
Total Working Days		Total Annual Cost	\$

Illegal Dumping removal- weekend services

Month	# of working days	Cost per day	Total Anticipated monthly invoice
July 2028		\$	\$
August 2028		\$	\$
September 2028		\$	\$
October 2028		\$	\$
November 2028		\$	\$
December 2028		\$	\$
January 2029		\$	\$
February 2029		\$	\$
March 2029		\$	\$
April 2029		\$	\$
May 2029		\$	\$
June 2029		\$	\$
Total Working Days		Total Annual Cost	\$





**EXHIBIT B**  
**CURRENT CLIENT REFERENCES (REQUIRED)**

**CURRENT CLIENT REFERENCES (REQUIRED)**

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

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

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

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

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

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

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

**EXHIBIT C**  
**SUBCONTRACTOR FORM**

**EXHIBIT C  
SUBCONTRACTOR FORM**

OAHPI requires all proposers to identify all subcontractors\* proposed as part of this proposal. Failure to provide all the information herewith requested may result in rejection of the proposal.

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

*(Attach additional page if necessary.)*

MBE - Minority Business Enterprise  
WBE - Woman Business Enterprise  
SBE - Small Business Enterprise

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

**SUBCONTRACTOR FORM**

**(PAGE 2 OF 2)**

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

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

Date \_\_\_\_\_

Name of proposer \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

**EXHIBIT D**  
**CONTRACTOR QUALIFICATIONS QUESTIONNAIRE (REQUIRED)**

**EXHIBIT D**

**CONTRACTOR QUALIFICATIONS QUESTIONNAIRE (REQUIRED)**

**RFP #24-003**

**SUBMIT THIS FORM WITH THE RFP, FAILURE TO DO SO IS GROUNDS FOR DISQUALIFICATION**

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**General Information**

Proposer's Company Name

Name of Contact Person

Legal Structure  
(corp./partner/proprietor)

Principle Office Address

City, State, Zip

Phone Number(s) & Fax Number

Email

Tax Identification Number

Title of Person Authorized to Sign  
Print Name of Person Authorized to Sign  
Contractor License No./Type/Exp. Date

Is Your Business a MBE / WBE / Section 3 Business? Please specify.

**General Questions**

Describe any trades your company specializes in (check all that apply):

- General Contractor for all Trades
- Electrical
- Plumbing
- HVAC

Masonry

Roofing

Painting

If General Contractor is checked, which trades, if any, will you subcontract?

Electrical

Plumbing

HVAC

Masonry

Roofing

Painting

Cabinetry

Flooring

Drywall

Other:

**Company History Questions** (Yes/No, Circle One)

1. Within the past 5 years has your company, Principal, or Affiliate been the subject of any of the following (respond to each)
  - (a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? Y / N
  - (b) a criminal investigation or indictment for business related conduct constituting a crime under state or federal law? Y / N
  - (c) a federal or state suspension or debarment? Y / N
  - (d) a voluntary exclusion from bidding/contracting? Y / N
  - (e) an OSHA Citation and Notification of Penalty containing a violation classified as serious?  
Y / N



- (f) an OSHA Citation and Notification of Penalty containing a violation classified as willful?  
Y / N
- (g) a state labor law violation deemed willful? Y / N
- (h) any bankruptcy or reorganization proceeding? Y / N
- (i) any suspension or revocation of any business or professional license or certifications?  
Y / N
- (j) falsified business records? Y / N

2. State the number of year/months your business has been in operation.

Response:

3. State the approximate number of jobs completed as a General Contractor in the **last 5 years**.

Response: (state the number of jobs that match the value)

**Number of jobs completed:**

Number of jobs between \$1,000 - \$5,000: \_\_\_\_\_

Number of jobs between \$5,000 - \$10,000: \_\_\_\_\_

Number of jobs between \$10,000 - \$25,000: \_\_\_\_\_

Number of jobs between \$25,000 - \$50,000: \_\_\_\_\_

Number of jobs between \$50,000 - \$100,000: \_\_\_\_\_

Number of jobs above \$100,000: \_\_\_\_\_

***I certify that I have read the questions and qualification statements surrounding services of the proposed project and that the information provided in this Statement of Qualifications is true and correct to the best of my knowledge and belief. I understand that any information contained herein found to be false or willfully misleading may be grounds for disqualification from this and other Oakland Affordable Housing Preservation Initiatives projects.***

Contractor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**  
**CONTRACT ACKNOWLEDGEMENT FORM**



**Acknowledgment of Mandatory Form of Contract**

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

**Contract Form:** OAHPI will not execute a Contract on the selected vendor's form. Contracts will only be executed on the OAHPI'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 OAHPI reserves the right to amend this form as OAHPI deems necessary).

OAHPI 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 OAHPI, THEN THE SUCCESSFUL VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of OAHPI to accept such amendment/modification does not invalidate the OAHPI's Form of Contract. It is the sole responsibility of each prospective vendor to notify OAHPI, 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 OAHPI Contract shall automatically result in rescission of any award and OAHPI 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.

**EXHIBIT F**  
**PROFILE AND CERTIFICATION FORM**

## PROFILE AND CERTIFICATION FORM (Page 1 of 3)

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Caucasian American (Male)<br>_____% | <input type="checkbox"/> Public-Held Corporation<br>_____% | <input type="checkbox"/> Government Agency<br>_____% | <input type="checkbox"/> Non-Profit Organization<br>_____% |
|--|--|--|--|

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

- |  |  |  |  |   |  |  |
|--|--|--|--|---|--|--|
| <input type="checkbox"/> Resident-Owned*<br>_____%   | <input type="checkbox"/> African American<br>_____%        | <input type="checkbox"/> **Native American<br>_____% | <input type="checkbox"/> Hispanic American<br>_____% | <input type="checkbox"/> Asian/Pacific American<br>_____% | <input type="checkbox"/> Hasidic Jew<br>_____% | <input type="checkbox"/> Asian/Indian American<br>_____% |
| <input type="checkbox"/> Woman-Owned (MBE)<br>_____% | <input type="checkbox"/> Woman-Owned (Caucasian)<br>_____% | <input type="checkbox"/> Disabled Veteran<br>_____%  | <input type="checkbox"/> Small Business<br>_____%    | <input type="checkbox"/> Other (Specify):<br>_____%       |  |  |

If applicable, WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

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

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

<b>PROFILE AND CERTIFICATION FORM (Page 2 of 3)</b>
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(13) Vendor Diversity Outreach Requirements: The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with the Authority for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with the Authority's outreach requirements and that said business will provide to the Authority evidence of the efforts described herein within three working days of such request.

a.) **Written Notice**

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

We **did not** provide such written notice.

b.) **Advertisement**

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

The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) **Participation**

The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.

The undersigned party **did not** obtain participation by MBE/WBE businesses.

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

Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

**PROFILE AND CERTIFICATION FORM (Page 3 of 3)**

(16) Authorized Personnel: Please state the name of your personnel authorized to sign legal and binding proposal and contract documents for this procurement below (please submit proof/ documentation stating the below individual has this authorization):

Name:

Title:

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company



**EXHIBIT G**

**SAMPLE CONTRACT AREEMENT**

**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 (State) limited liability corporation, ("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. This is the appropriate place to recite (hence, the title "recitals") any special circumstances or consideration related to the Contract.];**

**WHEREAS, [For example, 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, [Or, you may want to describe an emergency situation which gives rise to the need to enter into the Contract.];**

**WHEREAS, [Or, you may want to cite the program which the Contract is helping us implement; e.g., "OAHPI is implementing a program for Public Housing residents."]; and**

**WHEREAS, [The point is that here you provide a readable narrative which explains the Contract quickly to someone who picks it up and/or cover any external factors which are important to it].**

**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\_\_.

**[The start of work should be by a Notice to Proceed, but the Contract itself can serve as such notice by saying "The work under this Contract shall commence as of the effective date of the Contract." If there are interim dates for deliverables, or a time line for tasks, that should be called out here. If that is lengthy and likely to be amended often, use an attachment.]**

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.

**[Insert appropriate additional language – including the basis for payment, e.g., hourly, by task, upon completion; how and when payment is made – monthly, at completion, upon invoices submitted no more frequently than every thirty (30) days (there should always be a requirement that the Contractor submit a piece of paper that can be processed, even if it is only a one-line bill saying "For Services Rendered"); some mention should be made of expenses, that is, whether or not they are reimbursable or included and, if allowed, what kind and how much.**

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

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.

3.4 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.

6.1 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 United 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](http://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.
- iii. Exhibit C – Confidentiality Agreement

SAMPLE

**(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  
\_\_\_\_\_

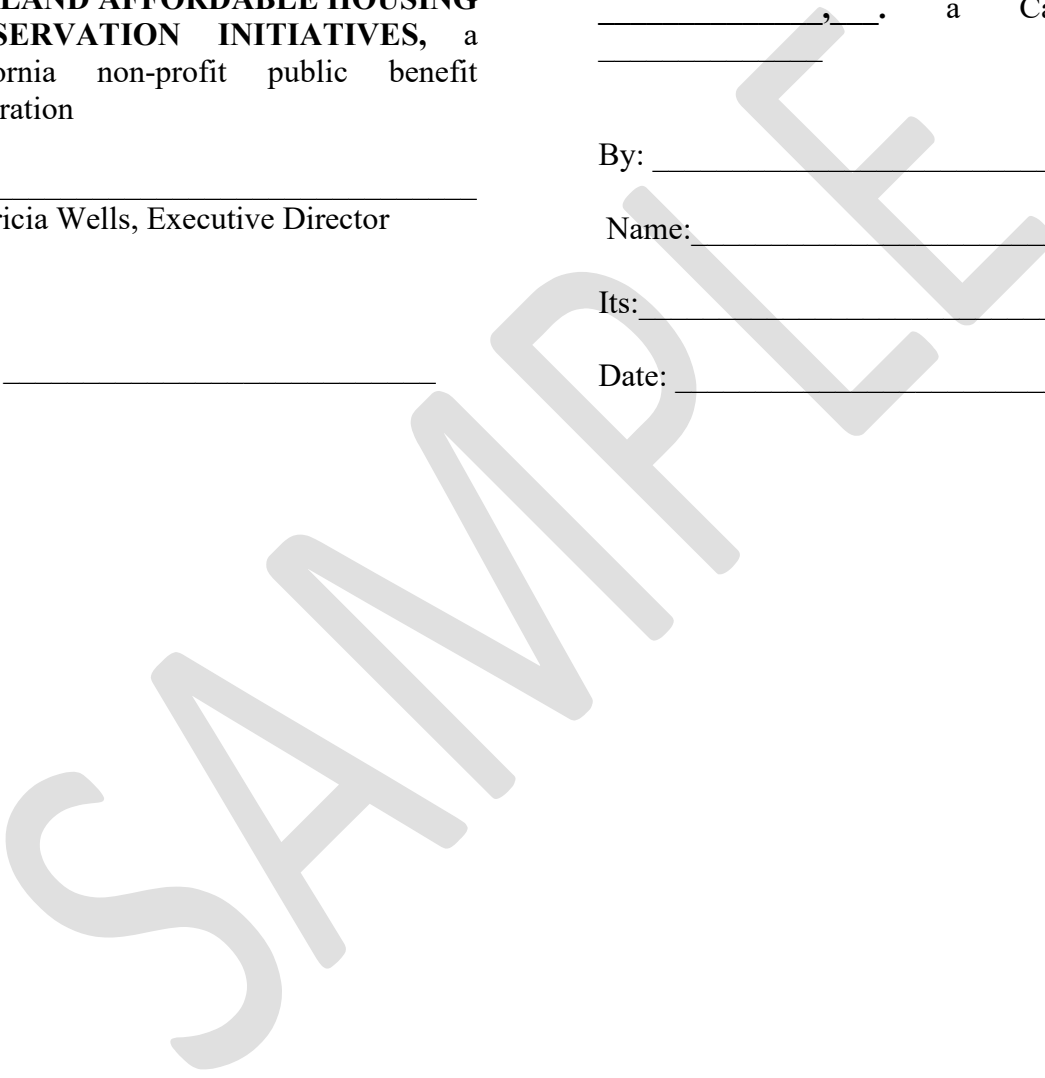
By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

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**EXHIBIT “A”**  
**SCOPE OF SERVICES**

\_\_\_\_\_, a (state) \_\_\_\_\_ (“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 the maximum total amount set forth in the Contract.**

SAMPLE

**EXHIBIT "C"**  
**CONFIDENTIALITY AGREEMENT**

SAMPLE

**EXHIBIT H**

**VENDOR PROTESTS AND CLAIMS PROCEDURES**



# VENDOR PROTESTS AND CLAIMS PROCEDURES

**Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)**

## VENDOR PROTESTS AND CLAIMS PROCEDURES

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

### Definitions:

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

### Who May Submit A Protest or Claim:

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

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

**Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)**

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

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

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

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

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

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

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

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

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

**Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)**

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

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

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

The decision of the Contracting Officer shall be final.

**B. Special Circumstances:**

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

**C. OAHPI Recordkeeping Requirement:**

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



**Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)****NOTICE OF PROTEST OR CLAIM**

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

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

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

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

Referenced (if applicable):

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

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

*(OAHPI Use Only)*

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