

REQUEST FOR PROPOSALS

FOR

HOUSING QUALITY STANDARDS (HQS) & Uniformed Physical Condition Standard (UPCS) INSPECTIONS, SCHEDULING, and TRAINING

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
Phone: (510) 747-4300
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www.alamedahsg.org

Request for Proposal Issued: November 18, 2016

Deadline for Submitting Proposals: Monday, December 19, 2016 at
4:00pm (PST)

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EXHIBITS/ATTACHMENTS

- EXHIBIT A: Insurance Requirement
- EXHIBIT B: Consultant Agreement
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PURPOSE OF THE RFP

The objective of this Request for Proposals (RFP) is to obtain proposals from qualified organizations certified in Housing Quality Standards (HQS) Inspections and Uniformed Physical Condition Standard Inspections (UPCS) interested in scheduling and conducting approximately 1700 inspections biennially for Section 8 units, annual inspections for 572 units owned by the Housing Authority of the City of Alameda, California (hereinafter AHA), and certified to train staff to ensure compliance with HQS and UPCS. The inspections must be scheduled and performed using AHA software and handheld devices. The inspection data must be completed using the handheld device daily and inspection data entry must be completed within one business day of the completed inspection. Inspection correspondence results letters must be mailed within 2 business days.

INTRODUCTION

The AHA is a public entity that provides federally subsidized housing and housing assistance to low-income persons and families within the city of Alameda. The AHA is governed by a seven-person Board of Commissioners (Board). The Executive Director is the President and Chief Executive Officer.

The AHA was created by City Council Resolution No. 2507 on August 6, 1940. The AHA was created to meet the housing need produced by the opening of Alameda Naval Air Station (NAS) earlier that year.

The AHA does not have public housing; it is a Section 8-only housing authority. The AHA owns and manages 12 apartment complexes, totaling 565 units, and seven condominiums for a total of 572 units, with additional units being added to the AHA portfolio in the future. The majority of the units have a form of subsidy attached. All AHA-owned units occupied by Section 8 voucher participants must be inspected by a third party to ensure compliance with the HQS standards as defined by the Department of Housing and Urban Development.

The AHA is soliciting proposals from qualified organizations certified in HQS and UPCS Inspections interested in scheduling and conducting inspections of Section 8 units, and AHA-owned units to ensure compliance with HQS and UPCS. The inspections must be scheduled and the inspections performed using AHA software and handheld devices. The inspection data must be completed using the handheld device daily, inspection data entry must be completed within one business day of the completed inspection and inspection correspondence results letters mailed within 2 business days. Notify owners of 24-hr fail items the date of inspection and perform the re-inspection within 24-hr period. Perform courtesy calls to remind owners of upcoming inspection dates to reduce the number of no-show inspections. The ability to perform HQS & UPCS certification inspection training for AHA staff when needed.

The initial contract will be for two years with three one-year optional renewals. **The AHA encourages proposals from Minority and Women Business Enterprises (MBE and WBE).** This Request for Proposals (RFP) may be viewed and downloaded from the AHA's website at www.alamedahsg.org.

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



The instructions below provide guidance on what a proposal should contain and how it should be organized.

RFP INFORMATION AT-A-GLANCE

| | |
|---|---|
| RFP Summary | Request for Proposal for Housing Quality Standards (HQS), and Uniformed Physical Conditions Standards (UPCS) Inspections, Scheduling, and training. The AHA is soliciting proposals from qualified firms certified in HQS and UPCS inspections. |
| Issue Date | Friday, November 18, 2016 |
| Contact person for technical questions | Tonya Schuler-Cummins, Senior Management Analyst Telephone: (510) 747-4342 Email: tschuler@alamedahsg.org |
| How to obtain RFP documents on the AHA's website | 1. Go to www.alamedahsg.org 2. Click on the Working with Us button and then Business Opportunities 3. This RFP will be described and available for download from the site. All forms also are available. |
| | |
| How to submit questions | Due by Thursday December 1, 2016 Questions may be sent to: ljordan@alamedahsg.org. Use the subject line "HQS &UPCS Inspections, Scheduling, and training RFP Questions." Questions and answers will be posted to the AHA website (www.alamedahsg.org) by Wednesday, December 7, 2016 |
| How to respond to this RFP | Submit an original proposal addressed as Proposal for HQS & UPCS Inspections, Scheduling, and training to Lynette Jordan, Director of Housing Programs; Housing Authority of the City of Alameda, 701 Atlantic Ave., Alameda, CA 94501-2161. |
| Proposal submittal method and deadline | Monday December 19, 2016 4:00 p.m. (Pacific Time) Proposals must be received as described above no later than the date and time indicated. |
| Anticipated approval by AHA | January 2017 |
| Expected service start date | February 2017 |
| Expected contract duration | Two year with an option to renew for up to three additional years. |

The AHA reserves the right to modify this schedule at our discretion. Notification of changes in connection with the RFP as well as answers to questions posed by Proposers will be made available to all interested parties via our website.

The AHA reserves the right to take the following actions, to:

- Require a Proposer to submit additional data, discuss the proposal, or to make a presentation of the proposal.



- Solicit information from any available source concerning any aspect of the proposal.
- Conduct interviews via phone or in person.
- Check references and to contact any current users of the Proposer's services.
- Conduct credit and LexisNexis checks.
- Waive any or all minor informalities.
- Reject any proposal that is incomplete, conditional, obscure, or which contains irregularities.
- Reject the proposal from any Proposer who AHA previously determined failed to perform in accordance with a contract.
- Reject all proposals.
- Terminate this RFP.
- Negotiate with all qualified and approved Proposers, which might result in revisions to proposals.
- Award a contract based solely on the proposal received without further discussion with the Proposer. Proposals submitted, therefore, should reflect the most favorable terms from a cost/benefit standpoint.
- Enter into serial or multiple contracts with the winning Proposer(s).
- Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the AHA Executive Director.

Proposers are advised to be as complete as possible in their responses. Any materials submitted by Proposers that is considered confidential must be clearly marked as such. The AHA and its representatives are not responsible for any errors or omissions in these specifications.

The AHA encourages Proposers to provide cost effective services at lowest cost to the taxpayers. There is a limited amount budgeted for administrative costs and the AHA will not exceed the budgeted amount.

Minimum Qualifications

The bidder shall at a minimum have five (5) years of Section 8 HQS and UPCS experience, and demonstrated scheduling and training experience. The employees scheduling and conducting the inspections must have a minimum of one (1) year HQS Inspection and UPCS experience, including knowledge of Lead-based paint regulations and must be certified to perform HQS & UPCS Inspections.

The bidder should have the capacity to utilize electronic devices to perform handheld inspections. The bidder must be able to schedule inspections from the AHA's software system (the Agency software is Yardi). The bidder must have the capacity to complete data entry within one business day of the completed inspection and mail inspection correspondence results letters within 2 business days. Notify owners of 24-hr fail items the date of inspection and perform the re-inspection within the 24-hr period. Perform courtesy calls to remind owners of



upcoming inspection dates to reduce the number of no-show inspections. The ability to perform HQS & UPCS certification inspection training for AHA staff as needed.

The bidder shall have the capacity to complete a combination of between 1,000 and 2,500 HQS and UPCS inspections annually, including annual, initial, follow-up, (units found initially to be non-compliant), and special inspections of housing units located throughout the City of Alameda. The AHA does not guarantee a minimum number of inspections.

The AHA will reject the proposal of any Proposer who is debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing agencies and other HUD grantees.

Proposals must disclose any proposed sub-contractors.

In submitting a response, the Proposer acknowledges that the AHA shall not compensate the Proposer for any submission or contract negotiation costs, including cost of preparation, appearances for interviews, and/or travel expenses. The Proposer assumes all responsibility for submission of proposal and meeting of required deadlines.

Selection Criteria

The criteria and process for determining the selection of the successful Proposer(s) is at the sole and absolute discretion of the AHA. Proposals containing the requested information will serve as the primary basis for final selection, supplemented by other means as described in this proposal.

All proposals will be reviewed by the AHA based on the evaluation criteria contained in this RFP. The AHA will select the top Proposer(s) based upon the evaluation of the proposals and the fees proposed (not necessarily the lowest pricing).

The AHA expects to enter into contract negotiations with the top ranked individual/firm during which the AHA and the Proposer will resolve any necessary issues prior to entering into a contract. If, in the sole judgment of the AHA, these negotiations are not successful, the AHA reserves the right to enter into negotiations with other individuals/firms, proceeding in the order of their initial ranking.

The Proposer to whom an award will be made will be notified at the earliest practicable date.

Scope of Services

It is the Agency's intent to enter into a contract for HQS inspection services for AHA-owned units and to secure back-up inspection services as needed due to staff unavailability. These services will include, but are not limited to, the following:

- Conduct HQS & UPCS Inspections in accordance with HUD's Housing Quality Standards (24 CFR 982.401) and AHA policy. This comprises move-in (initial) inspections, routine annual inspections, emergency inspections, special inspections, tenant complaint inspections, and follow-up inspections for units found initially to be non-compliant.
- Assess who is responsible for every failed item listed on the inspection report.

- Schedule inspections, in accordance with HUD Federal Regulations and AHA policy (this includes adherence to regulation requiring inspections to occur at reasonable times with reasonable notice).
- Provide inspection results data daily. Send notification of results using AHA software within 2 business days. The AHA's software system is Yardi.
- Submit monthly billings.
- Comply with state data practices and federal privacy laws.
- Perform HQS & UPCS inspection certification training for AHA staff as needed.

Contract Terms

Prior to issuance of a notice to proceed, the selected Proposer must provide proof of insurance coverage meeting the requirements outlined in Exhibit A. A sample agreement form is available as Exhibit B.

Services must be billed at least once a month. A brief description of services provided should accompany the bill. Services not billed after 90 days of the expiration of the contract will not be considered for payment.

Proposal Format

The AHA will base its selection on several factors, including but not limited to cost. To consider these factors fairly, all proposals submitted must be formatted in accordance with the following sequence. The RFP requires narrative sections. The narrative is not limited to the questions asked. If there are other points that are pertinent to the proposal and will serve to strengthen or explain statements, they should be included. Though the narrative is not limited, Proposers are encouraged to be concise. Please clearly label sections as follows:

| PROPOSAL FOR HQS INSPECTION SERVICES | |
|--------------------------------------|--|
| Section | Description |
| 1 | Profile of Firm form. This two-page form must be completed in full and placed in this section. Attachment A. |
| 2 | Proposed Services Narrative. Provide a detailed description to explain how the scope of work will be carried out. |
| 3. | Demonstrated Experience and Past Performance. Describe the breadth and length of experience of organization and employees. Include information about any employment or experience with housing inspections, scheduling, and training, specifically HQS and UPCS inspections, the number of years in business, number of employees, location of office, name(s) of principal employee(s) who will provide the services, and resumes, certifications, and/or licenses. Describe experience utilizing handheld electronic devices to perform housing inspections and software programs used. |
| 4. | Price Proposal. Provide a fee proposal based on a per unit basis. This proposed fee should include the several types of inspections referenced here-in: annual |



inspection, initial inspection, re-inspection, special inspection, and no-shows. Any additional cost for scheduling, training, and services outlined in the scope of work.

Fuel surcharges are not allowed unless a formula is specified in the proposer's response and agreed to by the AHA.

Escalation. At the end of each contract, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. AHA may, at its option:

- a. Accept the proposed price increase.
- b. Reject the proposed price increase.
- c. Suggest an alternative price increase.

If AHA rejects a proposed price increase, the successful vendor may:

- a. Continue with the existing pricing.
- b. Suggest an alternative price increase.
- c. End the contract.

5. **References.** Complete the form provided in Attachment B or create your own list that has, at a minimum, the information required on the AHA form. The AHA is most interested in a list of current or former public housing agencies for which you have worked.

Addendums

All questions and requests for information must be addressed in writing to the contact person and must be received no later than December 1, 2016. The contact person will respond to all inquiries in writing by addendum that will be posted on the AHA's website no later than December 7, 2016. It is the responsibility of all Proposers to monitor the AHA website for Addendums.

Communications

Proposers must limit inquiries to the contact person in the "RFP Information At-A-Glance" chart on Page 4. Proposers must not communicate with any other AHA staff member or official, including members of the Board of Commissioners, pertaining to this RFP. Failure to abide by this requirement may be cause for the AHA to reject the Proposer's proposal as non-responsive.

Proposal Submission

Proposals must be delivered by U. S. Postal Service, courier service (e.g., FedEx, UPS, etc.), e-mailed, or hand-delivered. If mailed or hand-delivered the proposal must be sealed and clearly labeled that it is a proposal for HQS& UPCS Inspection Services. E-mail submission must contain "HQS & UPCS Inspection Services Proposal" in the subject line. The deadline for delivery and delivery location are:

Day / Date: Monday, December 19, 2016

Time: 4:00 p.m. (PST)

Location: Housing Authority of the City of Alameda
701 Atlantic Avenue



Alameda, CA 94501-2161.

E-mail: ljordan@alamedahsg.org

Be sure hand-delivered proposals are date/time stamped by the AHA receptionist. Corrections or modifications received after the specified proposal submittal date will not be accepted. Proposals submitted after the designated date and time will not be accepted for any reason and will be returned unopened to the proposer. All proposals, including attachments and supplementary materials will become the property of the AHA and will not be returned to the companies responding to this RFP.

Proposals will not be opened publicly. Once the AHA has completed its review of the proposals and a decision has been made on whether to award a contract or contracts and to which company or companies, this information will be recorded and this document will become a public record.

Recap of Attachments

It is each Proposer's responsibility to download the following attachments and exhibit from the AHA's website:

Attachment Description:

- Exhibit A (insurance requirements)
- Exhibit B (AHA Sample Agreement)
- Attachment A – Profile of Firm form
- Attachment B – References form

Evaluation Criteria

Each proposal received will be evaluated and a determination will be made if it meets the minimum requirements. Failure to meet these requirements will be a cause for eliminating the proposal from further consideration. Evaluation of the proposals will be made by an AHA staff panel.

| MAX POINT VALUE | CRITERION DESCRIPTION |
|-----------------|---|
| 30 points | Experience: Relevant experience of organization and inspectors in scheduling, and completing Housing Quality Standards (HQS) and Uniformed Physical Condition Standard (UPCS) inspections. Completing data entry, maintaining inspection correspondence, and the ability to perform HQS & UPCS certification inspection training for AHA staff as needed. |
| 20 points | Approach to the Project: Based on services narrative and the ability to provide the required services. |
| 20 points | Quality of Service: Ability to complete scope of work in a timely manner as evidenced by past performance in terms of client contact, responsiveness, and turnaround time. The three professional references should be able to substantiate the timeliness and quality of service provided. |

| | |
|-----------|-----------------|
| 30 points | Price Proposal. |
|-----------|-----------------|

During the evaluation process, AHA may require a representative of the proposer to answer specific questions orally and/or in writing. A thorough reference and background check may be conducted.

The AHA will be the sole and exclusive judge of quality and compliance with proposal requirements. The AHA reserves the right to reject any and all proposals. The AHA reserves the right to award one or more contracts in any manner it deems to be in the best interest of the AHA and make the selection(s) based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the bidders.

This RFP is a solicitation and not an offer to contract. The AHA reserves the right to issue clarifications and other directives concerning this RFP, to require clarification or further information with respect to any proposal received, and to determine the final scope and terms of any contract for services, and whether to enter into any contract.

CONTRACT AWARD:

It is anticipated that the evaluation process will be completed and a contract with the proposer submitting the highest ranked proposal will be executed as soon as possible. If no Agreement can be reached with the first choice proposer recommended to the Executive Director, the Executive Director may choose to consider recommending approval of an Agreement with the second choice firm, but is under no obligation to do so.

Authorization to Distribute:

Vanessa Cooper

Vanessa Cooper, Executive Director

11/17/16

Date



Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). 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 contract 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 (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Consultants must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify the Authority for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of __2013, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and____(a California corporation, partnership, sole proprietor, individual, joint venture) whose address is _____, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. AHA and Consultant desire to enter into an agreement for_____

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The time for Completion set forth in the contract is ____ calendar days, including the starting date, which establishes June ____, 2013, as the completion date, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$_____. An additional \$_____ shall be budgeted for potential change orders, for a contract total not to exceed \$_____ and in a manner as set forth in Exhibit "B" and incorporated herein by this reference. Payment will be made based upon Consultant's submitted and approved Schedule of Values. Payment shall be made for 90 percent of the value of the work. The AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by Consultant. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Consultant on retained funds.

4. **TIME IS OF THE ESSENCE:**

Consultant and AHA agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

6. **INDEPENDENT PARTIES:**

AHA and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an AHA employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's performance of the contract. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such

certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California.

An endorsement naming the AHA as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

| | | |
|------------------|-------------|-----------------------|
| Bodily Injury: | \$1,000,000 | each occurrence |
| | \$2,000,000 | aggregate – all other |
| Property Damage: | \$1,000,000 | each occurrence |
| | \$2,000,000 | aggregate |

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

| | | |
|------------------|-------------|--------------|
| Bodily Injury: | \$1,000,000 | per accident |
| | \$2,000,000 | aggregate |
| Property Damage: | \$1,000,000 | per accident |
| | \$2,000,000 | aggregate |

OR

| | | |
|------------------------|-------------|--------------|
| Combined Single Limit: | \$1,000,000 | per accident |
|------------------------|-------------|--------------|

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or AHA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

AHA, its Board of Commissioners, officers, employees and volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST ASSIGNMENTS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venture or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

B. All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

C. Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda

701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: _____

All notices, demands, requests, or approvals from AHA to Consultant shall be addressed to Consultant at:

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations issued by AHA.

21. **GOVERNING LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Consultant.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Consulting Firm

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

NAME OF SIGNING PARTY
TITLE OF SIGNING PARTY
(PRESIDENT, VICE PRESIDENT OR CEO IF
CONSULTING FIRM IS A CORPORATION)

Vanessa Cooper
Executive Director

SIGNATURE OF ONE OF THE FOLLOWING:
CORPORATE SECRETARY
ASSISTANT SECRETARY, CFO, TREASURER
OR ASSISTANT TREASURER
(IF CONSULTING FIRM IS A CORPORATION)

END OF DOCUMENT

Request for Proposals for HQS & UPCS Inspection Services

| |
|---|
| PROFILE OF FIRM (Attachment A) |
|---|

(1) Prime Subcontractor (This form must be completed by and for each).

(2) Name of Firm: _____ Tel: _____ (5) Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information: Year Firm Established; (b) Year Firm Established in Current Location; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit hereunder a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |

(6) Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on project; please submit hereunder a brief resume for each. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

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

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

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

African-American _____%
 Native-American _____%
 Hispanic-American _____%
 Asian/Pacific Islander-American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Other (Specify) _____%

WMBE Certification Number: _____

(NOTE #1: A CERTIFICATION/NUMBER IS NOT REQUIRED TO SUBMIT BID-ENTER IF AVAILABLE)

Certified by: _____

(NOTE #2: THIS IS ONE OF TWO PAGES – BOTH PAGES MUST BE COMPLETED)

**PROFILE OF FIRM
(Attachment A)**

(8) Federal Tax ID No.: _____

(9) State of California License Type and No.: _____

(10) Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(11) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(12) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

(13) 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 Nevada, or any local government agency within or without the State of California? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(14) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or 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 proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other bidder or bidder, to fix overhead, profit or cost element of said proposal or bid price, or that of any other bidder or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Signature

Date

Printed Name

Company

Request for Proposals for HQS & UPCS Inspection Services

**REFERENCES
(ATTACHMENT B)**

All persons submitting a bid, proposal or statement of qualifications, must submit at least three references. Please provide name of company, agency or person for whom the service or supplies were provided, the contact person, address and phone number:

1. Company Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
Service Provided: _____

Dates Provided: _____

2. Company Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
Service Provided: _____

Dates Provided: _____

3. Company Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
Service Provided: _____

Dates Provided: _____