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701 Atlantic Avenue • Alameda, California 94501-2161

Request for Proposals

For

RECRUITING SERVICES

Request for Proposal Issued: December 8, 2020

Deadline for Submitting Proposals: December 30, 2020 at
4:00 PM (PST)

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**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
701 ATLANTIC AVENUE
ALAMEDA, CALIFORNIA 94501-2161**

**REQUEST FOR PROPOSALS
RECRUITING SERVICES**

SECTION I. GENERAL INFORMATION

PURPOSE OF THE RFP

The objective of this Request for Proposals (RFP) is to solicit proposals from providers of recruiting services to assist the Housing Authority of the City of Alameda in hiring qualified candidates to fill open positions.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) established on August 6, 1940, is located at 701 Atlantic Avenue, Alameda, California 94501. The AHA, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing. AHA is dedicated to providing and expanding high quality affordable housing. The governing body of the AHA is a seven member Board of Commissioners. The Executive Director is the President and Chief Executive Officer.

The AHA currently administers subsidized rent programs throughout the City of Alameda funded by the U.S Department of Housing and Urban Development (HUD), including a Housing Choice Voucher program which is currently serving over 1,600 low-income households. The Agency also owns and operates a total of 572 units in thirteen different complexes in various areas of the City.

The AHA encourages proposals from Minority and Women Business Enterprises (MBE and WBE). This Request for Proposal (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 Recruiting Services. The Housing Authority of the City of Alameda (AHA) is soliciting competitive proposals from qualified vendors to provide recruiting services.
Issue Date	December 8, 2020
Contact person for technical questions	Janet Basta, Director of Human Resources and Operations Telephone: (510) 747-4323 Email: jbasta@alamedahsg.org , cc: hr@alamedahsg.org
How to obtain RFP documents on AHA's website	<ol style="list-style-type: none"> 1. Go to www.alamedahsg.org 2. Click on the Working With Us and Business Opportunities tabs 3. This RFP will be described and available for download from the site. All forms also are available.
How to submit questions	<p>December 16, 2020 4:00 PST deadline for questions.</p> <p>Questions must be sent to: jbasta@alamedahsg.org , cc: hr@alamedahsg.org. Use the subject line "Recruiting Services RFP Questions."</p> <p>Questions and answers will be posted to the AHA website (www.alamedahsg.org) on or before December 21, 2020.</p>
Proposal submittal method	Proposals must be submitted electronically. To submit: Attach a copy of the proposal to an email addressed to: jbasta@alamedahsg.org , cc: hr@alamedahsg.org with "RFP for Recruiting Services Proposal" in the subject line.
Proposal submittal deadline	December 30, 2020, 4:00 p.m. (Pacific Time) Proposals must be received no later than the date and time indicated.
Expected service start date	January, 2020
Expected contract duration	Three years with an option to renew for up to two additional years in one-year increments.

IMPORTANT INFORMATION ABOUT THE RFP

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 or past users of the Proposer's services.
- Conduct credit and LexisNexus 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.

AHA reserves the right to award contracts to more than one individual/firm and/or to divide services among various individuals/firms. More than one contract may be executed, either initially or during the initial three year period dependent on

specific recruitment needs at the time, as this RFP process will be used to generate a list of approved recruiters. Firms with experience and interest in providing recruiting services for any position, whether currently open or not, are therefore encouraged to respond to this RFP.

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.

General Requirements

All work is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statues. The selected individual or firm will perform only work which is authorized by the AHA.

All documents produced under contract to the AHA must be submitted in a format to which both parties agree. All documents and products created by the selected individual/firm and any sub-contractors shall become the exclusive property of the AHA.

The AHA is committed to affirmatively furthering fair housing for all persons regardless of age, race, color, national origin or ancestry, citizenship, religion, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical or mental disability, medical condition, genetic information, marital status, familial status, or any other basis protected by state, federal, or local law. All contractors are required to promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.

AHA, HUD, and the Comptroller General of the United States shall at all times have access to any books, documents, papers, and records of the selected individual/firm which are directly pertinent to the specific contract for the purpose of audit, examination, or for excerpts or transcripts.

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.

Contract Terms

Prior to issuance of a notice to proceed, the selected individual(s)/firm(s) must provide proof of insurance coverage meeting the requirements outlined in Exhibit A. A standard agreement form is available as Exhibit A. The selected vendor will be required to enter into the standard Consultant Services Contract (see Exhibit A). Any requests for modifications to the Consultant Services Contract should be submitted with the vendor's Proposal.

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.

SECTION II. SCOPE OF WORK

The Housing Authority of the City of Alameda (AHA) is searching for one or more firms to conduct immediate recruitments for a Deputy Executive Director and a Risk Manager. Additionally, this RFP will identify firms that may provide recruiting services for various other management level positions, such as Management Analyst, Project Manager, and various supervisor and director level positions as needs for recruiting services for those positions arise.

The AHA organizational chart is attached. Information on benefits and the salary ranges for all positions is on the Employment Opportunities section of the AHA website, www.alamedahsg.org.

III. PROPOSAL SUBMISSION REQUIREMENTS

The Proposer shall be responsible for preparing an effective, clear, and concise proposal. The proposal must be valid and enforceable for a minimum sixty-day (60-day) period. Each agency or entity wishing to respond must submit one original proposal. E-mail submission must contain "RFP For Recruiting Services Proposal" in the subject line. The deadline for delivery and delivery location are:

Day / Date: Wednesday, December 30, 2020

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

E-mail: jbasta@alamedahsg.org, cc: hr@alamedahsg.org

Corrections or modifications received after the specified proposal submittal date will not be accepted. 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.

All required response forms are available on the Housing Authority's web site at www.alamedahsg.org or may be obtained from the AHA Contact; refer to RFP Information At a Glance.

Proposals must contain the following:

1. **Cover letter** stating the company's name, address, and telephone number. The letter must also:
 - a. Provide the time frame in which the company believes it could complete recruiting for Director or management-level positions.
 - b. This cover letter must be signed by a company representative authorized to bind the company contractually. The signature on the cover letter will serve as acknowledgement that the company is willing to enter into an agreement with the AHA and will comply with all Terms and Conditions set forth in this solicitation if the company's proposal is accepted.
2. **Profile of Firm form** (Attachment A), including any additional information required per that form (maximum length 5 pages including form). This two-page form must be completed in full.

3. **Proposed Services Narrative.** Write how you propose to undertake the Scope of Work. Address (at least) the following subjects:
 - a. Understanding of the requirements
 - b. Technical approach and proposed work plan for the required services
 - c. Technical capabilities in terms of personnel, equipment and materials; management plan, including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.
 - d. Identify any subcontractors or if a joint venture is proposed. If a joint venture or any subcontractor is proposed that would perform 10% or more of the work, a Profile of Firm form should be submitted for each
4. **Experience and Qualifications.** Describe experience in activities that relates to the scope of work. Furnish information on education, licenses, and experience, including any experience with recruiting for government or affordable housing agencies, experience recruiting for the two primary positions AHA is seeking recruiting services for (Deputy Executive Director and Risk Manager), and experience in recruiting for other AHA positions the firm wishes to be considered for.
5. Provide resumes or bios of each person who would be managing the recruitment process for the AHA.
6. **Price Proposal.** Provide a fees form including billing rates. Proposed fees are all-inclusive of related costs, including, but not limited to: employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying not specifically agreed to by the AHA, etc. Fees must cover the entire cost of recruiting for a position, and must include a description of the basis of the search fees (ie, flat rate, % of first year salary), preferred approach(es) (ie, contingent vs retained), and any hiring/retention guarantees.
7. **References form** (Attachment B): preferably housing authorities or other public entities, for which the company has provided services within the last three years. Complete the provided form or create your own list that has, at a minimum, the information required on the AHA form.

Recap of Attachments

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

Attachment Description:

- Exhibit A - AHA Standard Contract form with insurance requirements
- Exhibit B - AHA Organizational Chart
- Attachment A – Profile of Firm form
- Attachment B – References form

IV. SELECTION PROCESS

AHA RESERVATION OF RIGHTS AND DEBARMENT

The AHA reserves the right to reject any or all proposals, to waive informalities in the RFP process, or to terminate the RFP process at any time, if deemed to be in the best interests of the AHA. The AHA reserves the right not to award a contract pursuant to this RFP.

Any company submitting a proposal that is presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department or agency is automatically excluded from participating in this process and the company's proposal will be rejected.

EVALUATION

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.

Evaluation Criteria: The following criteria will be utilized to evaluate each proposal submitted:

MAX POINT VALUE	CRITERION DESCRIPTION
20 points	Experience: Resumes of personnel who will provide services; experience working with Public Entities; and years of experience performing like services.
20 points	Approach to the Project. Narrative summary of project approach to providing services and capacity to provide professional services in a timely and quality manner.
10 points	Quality of Service: Ability to provide the required professional services 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.
50 points	Price Proposal. The Proposer must demonstrate that the proposed fee schedule and other miscellaneous chargeable expenses are reasonable according to industry standards, years of experience, and geographic area.

During the evaluation process, AHA may require a representative of the firm/agency submitting the proposal to answer specific questions orally and/or in writing. Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of AHA as determined in the sole discretion of AHA.

The AHA will be the sole and exclusive judge of quality and compliance with proposal requirements. 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.

V. TERMS AND CONDITIONS

Withdrawal of RFP:

Request for Proposals for Recruiting Services

Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made; however, proposals may not be re-submitted after the deadline.

RFP Costs:

All costs incurred in the preparation and submittal of the RFP shall be completely borne by the responding party to the RFP. In no event will the AHA be liable for any cost whatsoever for the preparation or submittal of a response to this RFP. All documents submitted as part of the RFP will become property of the AHA. Requests for specific material to be returned will be considered. Any proprietary information submitted in response to this RFP must be clearly marked on each page and will be handled in accordance with applicable federal and state laws. Proposers should assume that all portions of a response other than proprietary information will be public records. The AHA is subject to the California Public Records Act.

Contract Term:

AHA will initially be proposing one or more agreements for recruitments for the Deputy Executive Director and Risk Manager positions to start in January. One or more agreements for other positions may be entered into at that time, or at a later date.

Housing Authority Contacts:

The designated individual responsible for coordination of the RFP is Janet Basta, Director of Human Resources and Operations, phone: (510)747-4323, email: jbasta@alamedahsg.org. Any technical questions relating to this RFP should be directed to Janet Basta. Janet Basta will be responsible for administering the Agreement after the award is made.

Authorization to Distribute:



Vanessa M. Cooper, Executive Director

12/7/2020

Date

EXHIBIT A: CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this day of _____ 2020 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and _____, a _____ whose address is _____, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

- A. AHA is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.
- B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.
- C. AHA has determined that it requires professional services for _____.
- D. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. TERM.

The term of this Agreement shall commence on the Effective Date and end on _____, 2020 unless extended, as discussed herein, or terminated earlier as provided in Paragraph _____ below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement for up to a maximum of 6 months and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant 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. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 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.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [SPELL OUT] (\$_____.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A,

at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161

ATTN: _____
(____) _____ - _____

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

4. **Alteration or Changes to the Agreement.**

No alteration or variation of the terms of this Agreement 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. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

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

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

6. **TIME IS OF THE ESSENCE.**

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

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. 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. 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **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.

9. **NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant 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, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this

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Agreement; 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. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its directors, officers, Board of Commissioners, 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 Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA 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 Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant 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.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant 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 AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

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

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. 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 Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement,

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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
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent 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 Request for Proposals for Recruiting Services

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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 designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation 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.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing 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 Agreement.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other

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projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant 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 Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, 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.

13. **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 venturer 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.

14. **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.

15. PERMITS AND LICENSES.

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license . Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. REPORTS.

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.

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.

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

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.

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

17. 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 five (5) years after receipt of final payment.

18. **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: Vanessa Cooper, Executive Director

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

19. **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.

20. **TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall,

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unless otherwise directed by the notice, discontinue all services and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. 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. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE**. If either party is unable to comply with any provision of this Agreement 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 Request for Proposals for Recruiting Services

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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 fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

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, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

25. **NO PARTIAL DELIVERY OF SERVICES.** Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.** Consultant 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).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited or displayed any information, 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. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. Definition. Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. 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.

28.3. 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.

28.4. 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.

29. WAIVER.

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

30. 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

31. **ADMINISTRATION.** The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL.

32.1 The Consultant shall comply with all applicable Federal, State and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

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

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives and agents.

33. ADDITIONAL FEDERAL REQUIREMENTS.

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are

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

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, 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 Consultant, 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 Agreement 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 four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement 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. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

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

- i. Exhibit A - Scope of Services;
- ii. Exhibit B- Fee Schedule
- iii. Exhibit C - RFP No. _____;
- iv. Exhibit D - Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts;
- v. Exhibit E – Consultant's Proposal/Response to RFP No. _____, submitted to the AHA

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

"AHA"

[INSERT NAME, a _____]

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

By: _____

By: _____

Name: _____

Vanessa Cooper, Executive Director

Its: _____

By: _____

Name: _____

Its: _____

SIGNATURE OF ONE OF THE FOLLOWING:

CORPORATE SECRETARY
ASSISTANT SECRETARY, CFO,
TREASURER

OR ASSISTANT TREASURER
(IF CONSULTING FIRM IS A CORPORATION)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE

Travel Accommodations Expense Requirements-Consultants

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (AHA). Only necessary and reasonable business expenditures will be reimbursed.

Any Consultant who incurs business expenses on behalf of AHA must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

Air Transportation

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

Ground Transportation

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on AHA business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

Corporate Automobile Liability

Coverage shall be a minimum of \$1,000,000 per accident for Bodily Injury and Property Damage \$2,000,000 Annual aggregate. Automobile liability insurance shall be as broad as Insurance Services Office form number CA 00 01 covering Code 1 (any auto: owned, hired or leased).

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car
Request for Proposals for Recruiting Services

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insurance for limits of not less than \$1,000,000 at no additional cost to the AHA. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

Accommodations

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the AHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

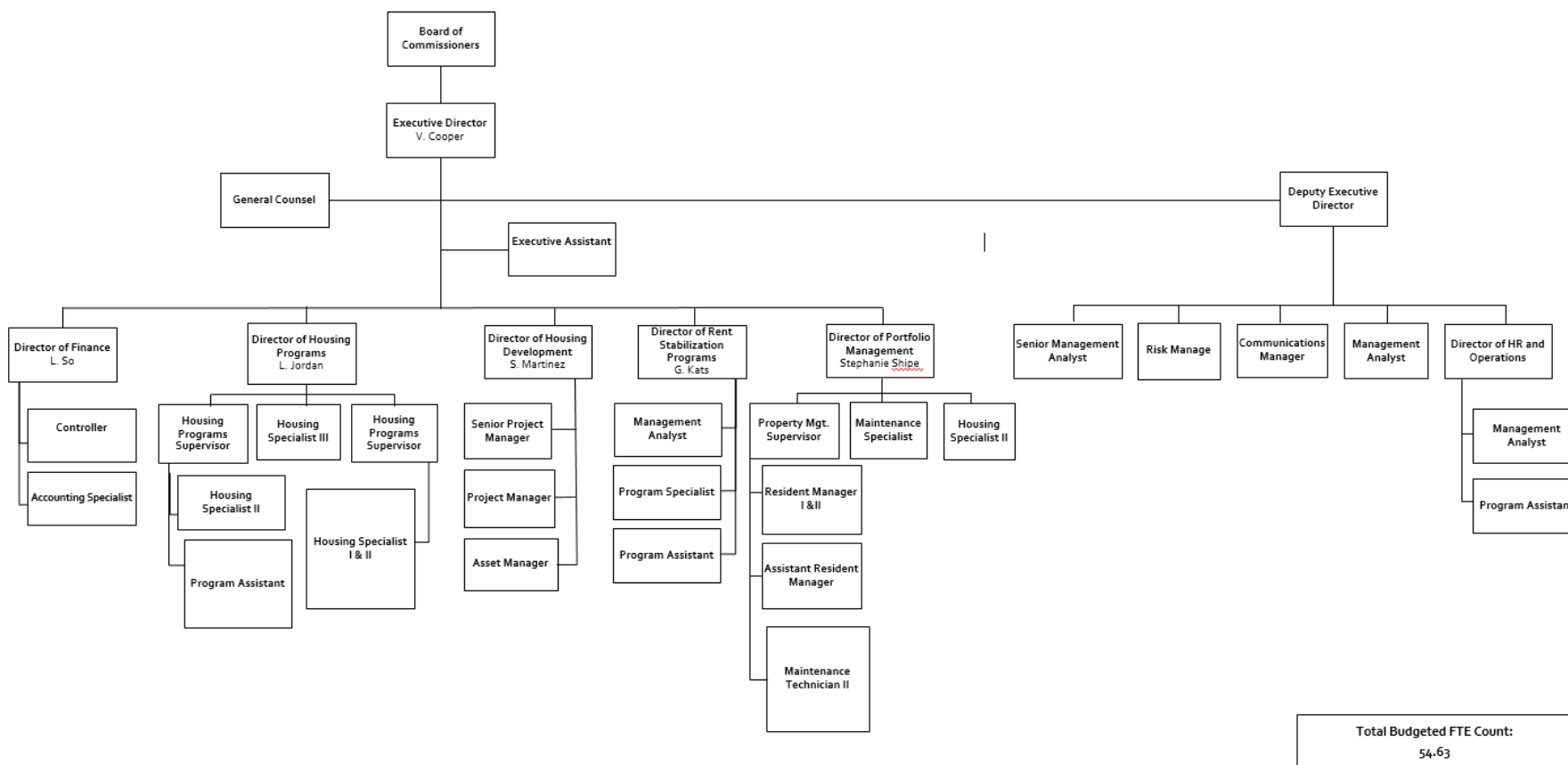
Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

AHA ORGANIZATIONAL CHART

Housing Authority of the City of Alameda

December 7, 2020



Total Budgeted FTE Count:
54.63

**PROFILE OF FIRM
(ATTACHMENT A)**

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

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

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

(4) Please attach a brief biography/resume of the company, including the following information: (a) 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 indicate 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)
_____ % | <input type="checkbox"/> Public-Held
Corporation
_____ % | <input type="checkbox"/> Government
Agency
_____ % | <input type="checkbox"/> 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:

- | | | | |
|---------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> African-American
Islander-American
_____ % | <input type="checkbox"/> Native-American
_____ % | <input type="checkbox"/> Hispanic-American
_____ % | <input type="checkbox"/> Asian/Pacific
_____ % |
| <input type="checkbox"/> Woman-Owned (MBE)
_____ % | <input type="checkbox"/> Woman-Owned (Caucasian)
_____ % | <input type="checkbox"/> 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: _____
 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

**REFERENCES FORM
(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: _____

CONFLICT OF INTEREST FORM (ATTACHMENT C)

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS

As a public housing authority (PHA), the Housing Authority of the City of Alameda, including its affiliates Island City Development, the Alameda Affordable Housing Corporation, and any other affiliates (collectively, AHA) are obligated to ensure fairness in the procurement process under state and local laws and regulations and regulations of the United States Department of Housing and Urban Development (HUD) and to further ensure a standard of ethics amongst its contractors and consultants in carrying out all contractual obligations. The purposes of the Conflict of Interest Certification are to ensure: 1) fairness in the procurement process so that the AHA, the public, and other governmental entities have confidence in the integrity, independence, and impartiality in the selection of its consultants and contractors of the AHA; and 2) that its consultants and contractors have the best interests of the AHA while doing work on its behalf.

CONFLICT OF INTEREST

In accordance with HUD regulations (24 CFR §§ 570.611,982.161), neither the AHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:

- (1) Any present or former member or officer of the AHA (except a participant commissioner) or their immediate family member or business associate;
- (2) Any employee of the AHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
- (4) Any member of the Congress of the United States.

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

"Immediate family member" includes spouses, parents, siblings, and children.

"Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by AHA.

Any member of these classes of persons must disclose the member's interest or prospective interest to AHA and HUD.

ORGANIZATIONAL CONFLICTS OF INTEREST

In order to ensure the best interests of the AHA in its contractual relationships and comply with state and federal conflict of interest laws, the AHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

Award of the contract may result in an unfair competitive advantage;

The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;

AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.

Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:

being given an unfair competitive advantage;

being able to render impartial, technical sound, and objective assistance or advice; and/or

any AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.

The Bidder/Proposer/Vendor must disclose all relevant information and request the AHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.

The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the AHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The AHA may, however, terminate the contract for the convenience of AHA if it would be in the best interest of AHA, or if required to comply with local, state and federal laws and regulations.

In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the AHA, the AHA may terminate the contract for default.

The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the AHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.

As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

No award shall be made until the disclosure or certification has been evaluated by the AHA.

Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor .

If the AHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the AHA in its sole and absolute discretion.

WARRANTY & REPRESENTATION OF NON-COLLUSION

Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.

Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.

Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR

The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.

The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.

The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the AHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.

The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer,

or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.

The Bidder/Proposer/Vendor has disclosed the following:

Any current or prior personal relationships with AHA current or former official, officer or employee or their immediate family member or business associate

- Yes (describe)_____
- No

Any current or prior business or financial relationships with AHA current or former official, officer or employee or their immediate family member or business associate

- Yes (describe)_____
- No

Any current or prior relationship with AHA current or former official, officer or employee or their immediate family member or business associate

- Yes (describe)_____
- No

If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder:

The undersigned Bidder/Proposer/Vendor hereby certifies and affirms under penalties of perjury, that to the best of this Bidder/Proposer/Vendor's knowledge and belief, no actual or apparent conflict of interest exists as to the award of the contract to Bidder/Proposer/Vendor and to the performance of contract services by Bidder/Proposer/Vendor as described in Parts I, II, and III of Part A above. The

undersigned official certifies that he/she is authorized to sign this bids/proposals form for the firm.

Name and Address of Proposer

Type Name and Title of Authorized Official or
Representative of Bidder/Proposer/Vendor

Signature of Authorized Representative or
Official of Bidder/Proposer/Vendor

Date