



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

Request for Proposals

for

Human Resources Consultant

Request for Proposal Issued: January 24, 2017

Deadline for Submitting Proposals: February 7, 2017; 4:00 p.m.*



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

**REQUEST FOR PROPOSALS
CONSULTING SERVICES**

SECTION I. GENERAL INFORMATION

a. Purpose of the RFP

The Housing Authority of the City of Alameda (AHA) has issued this Request for Proposals (RFP) for Human Resources Consulting.

Though it is conceivable that one consultant (or consulting firm) may be able to perform all services desired, it is likely that consultants will have areas of expertise better suited to one of the above-mentioned major areas. As such, the Housing Authority is likely to select more than one consultant from this process to meet its needs over the next three to five years. Therefore, proposals will be accepted that cover only a portion of the services being sought.

The AHA encourages proposals from Minority and Women Business Enterprises (MBE and WBE). The Housing Authority also encourages proposals from persons that may qualify as low income or who are otherwise economically disadvantaged. This Request for Proposal (RFP) may be viewed and downloaded from the AHA's website at www.AlamedaHsg.org.

b. Background

The AHA was established on August 6, 1940, and is located at 701 Atlantic Avenue, Alameda, California 94501-2161. The AHA's mission, in partnership with the community, is to advocate and provide quality, affordable, safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing. The AHA is dedicated to providing and expanding high quality affordable housing. The governing body is the Board of Commissioners, consisting of seven members, two of which are program participants. The Executive Director is the President and Chief Executive Officer.

A copy of the AHA's organizational chart (Exhibit A) is attached to provide information on the AHA's departments and staffing.

The AHA currently administers subsidized rent programs within its jurisdiction (City of Alameda) primarily funded by the U.S Department of Housing and Urban Development (HUD), including the Housing Choice Voucher (HCV) and Project-based Voucher (PBV) programs, which currently serve more than 1,600 low-income households.

The AHA owns and operates a total of 572 units in 13 different complexes in various areas of the City. Complexes vary in size from four to 186 units. Some units have PBV assistance attached, and some units are occupied by HCV holders. Other units have local funding assistance or HOME/CBDG funds.

c. Critical Dates and Proposal Information

Critical Dates

RFP published and distributed	January 24, 2017
Deadline for Submitting Questions	January 27, 2017, 4:00 p.m. PST
Responses Posted to Questions:	February 1, 2017, 5:00 p.m. PST
Deadline for Submittal of Proposals:	February 7, 2017, 4:00 p.m. PST*

***If insufficient responses are received the RFP will remain open.**

Critical Proposal Information

The notice for this RFP will be published on the AHA's website at www.AlamedaHsg.org and in a local newspaper. In addition, a list of potential candidates who have worked for the AHA in the past or have expressed an interest in working for the AHA and have thus been added to the AHA's "Interest List" will receive the notice either via standard mail, fax, or email.

Individuals/firms wishing to respond to this solicitation must obtain the RFP and all relevant Exhibits and Attachments from the AHA's website.

Questions concerning this RFP must be submitted to jbasta@AlamedaHsg.org. Use the Subject line **Human Resources Consultant RFP Question**. Any questions received after the deadline indicated or that do not have the designated subject line will not be answered. Questions and the AHA's responses to those questions will be posted on the AHA's website only.

Proposals must be submitted to the following location:

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

Electronic submissions will not be accepted. See Section III for additional information.

d. General RFP Specifications

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.

The AHA reserves the right to modify this RFP, including critical dates, at its discretion. Notification of changes in connection with the RFP as well as answers to questions posed by consultants will be made available to all interested parties via the AHA's website.

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

- Require a consultant 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 consultant'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 consultant that the AHA previously determined failed to perform in accordance with a contract.
- Reject all proposals.
- Terminate this RFP.
- Negotiate with all qualified and approved consultants, which might result in revisions to proposals.
- Award a contract based solely on the proposal received without further discussion with the consultant. Proposals submitted, therefore, should reflect the most favorable terms from a cost/benefit standpoint.
- Enter into serial or multiple contracts with the winning consultant(s).
- Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the AHA Executive Director.

Individuals/firms submitting proposals ("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.

The AHA will reject the proposal of any individual/firm 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 consultant 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.

e. General Performance Requirements

All work is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statutes. 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, 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.

f. Selection Criteria

The criteria and process for determining the selection of the successful consultant(s) are 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. Proposed fees will be considered as part of the selection criteria; however, the AHA will not be making its selection based solely on lowest pricing.

The AHA expects to enter into contract negotiations with the top ranked Proposer(s) during which the AHA and the Proposer(s) will resolve any necessary issues prior to entering into a contract. Proposers should indicate in their proposal if they have any concerns about the sample contract and insurance requirements. If, in the sole judgment of the AHA, these negotiations are not successful, the AHA reserves the right to enter into negotiations with other consultants, proceeding in the order of their initial ranking.

The Proposer(s) to whom award(s) will be made will be notified at the earliest practicable date.

g. Contract Terms

The AHA anticipates entering into one or more contracts for a period of three years with two one-year extensions possible. As the AHA requires a specific service, a work order will be issued. A work order will be issued for each commitment.

Prior to issuance of a notice to proceed, the selected Proposer(s) must provide proof of insurance coverage meeting the requirements outlined in Exhibit B. A sample agreement form is available as Exhibit C. As specified in the agreement, AHA and Consultant intend that the relationship between them will be that of employer-independent contractor (Paragraph 6).

Services must be billed at least once a month. A brief description of services provided including the performance dates 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

HR consultant must be able to meeting in person, by phone and online to assist AHA with the following services:

1. Recruitment services to various positions to be filled as needed. Goal is, generally, to have an offer employment made by the end of 12 weeks after initial meeting with AHA staff.

- Meet with key decision makers to develop ideal candidate profile
- Write or adapt job description and determine or confirm salary range
- Develop and implement recruitment and advertisement strategy
- Develop job flyer
- Conduct executive search/recruitment functions (including outreach to possible qualified individuals and others in the industry for referrals)
- Advertise in appropriate locations, including social media and specialized job boards
- Conduct initial screening and ranking of candidates

- Review application packets and assess candidates
- Manage interview process, including developing questions and scoring mechanisms.
- Where necessary conduct skills testing,
- Check references and conduct background checks
- Other recruitment stakes as necessary

2. Compensation Study & Assistance with Benchmark Classifications

- As needed for individual positions.
- (The last agency wide study was done in 2016 so it is not expected that this will be done again, for several years)
- Review of benefits package is expected to take place in the next 12 months

3. Other HR functions and support as needed, including but not limited to:

- Investigations
- Reviewing of counseling or other disciplinary actions, memos etc.
- Training or coaching of staff on HR areas as needed
- Policy or procedure writing, update or review
- Special projects -e.g. Assessing benefits providers and making recommendations for changes as needed, Assessing IT software providers for HMIS

Individuals / firms should possess skills in the following computer programs:

- Microsoft Office (Word, Excel, PowerPoint) and email

III. PROPOSAL SUBMISSION REQUIREMENTS

Proposer is responsible for preparing an effective, clear, and concise proposal. The proposal must be valid and enforceable for a minimum 90-day period.

Each individual or firm wishing to respond must submit three original proposals.

a. Delivery

Proposals must be delivered by U. S. Postal Service, courier service (e.g., FedEx, UPS, etc.) or hand-delivered. If mailed or hand-delivered the proposal must be sealed and marked "Response to Consultant RFP." The deadline for delivery and delivery location are:

Day / Date: Tuesday, February 7, 2017
 Time: 4:00 p.m. (PST)
 Location: Housing Authority of the City of Alameda
 701 Atlantic Avenue
 Alameda, CA 94501-2161

Be sure hand-delivered proposals are date/time stamped by the AHA receptionist. Corrections or modifications received after the specified deadline 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.

b. Opening Proposals

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.

c. Required Forms

All required response forms are available on the Housing Authority's web site at www.AlamedaHsg.org.

Proposals must contain the following:

1. **Cover letter** stating the company's name, address, and telephone number. The 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 and as outlined below. This two-page form must be completed in full.
 - a. Provide biographies/resumes that include education, licenses, and experience for each person who would be assigned tasks to perform for the AHA. Describe experience and qualifications which qualify the individual to perform consulting services specified within the Scope of Work.
 - b. Specify work experience with housing authorities and affordable housing providers.
 - c. Provide writing samples for individuals who would be providing written reports or other materials.
 - d. Provide a sample Presentation, Teaching materials or Report prepared for another client that demonstrates the firm's work quality (10 page maximum).
3. **References form** (Attachment B). Complete the provided form or create your own list that has, at a minimum, the information requested. References should include those for which services have been provided within the past three years.
4. **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
 - e. Identify concerns or questions regarding the AHA standard contract
5. **Price Proposal.** Provide hourly fees for:
- a. Preparation time for trainings, meetings, etc.
 - b. Delivery of services, such as consulting, class training or facilitation.
 - c. Any other charges, such as travel, accommodations, etc.
 - d. Price changes after the third year of the contract.

Fees for a and b should be presented in a per hour fee.

Please disclose other fees (e.g. background check or other costs). 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.

d. Recap of Attachments

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

Attachment Description:

Exhibit A	Organizational Chart
Exhibit B	Insurance Requirements for Consultants
Exhibit C	AHA Sample Contract form
Attachment A	Profile of Firm form
Attachment B	References form

IV. SELECTION PROCESS

a. 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.

b. 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: Biographies/Resumes of personnel who will provide services; experience working with public entities; and years of experience performing like services.
20 points	Approach to the Work. Narrative summary of approach to providing the specified services and capacity to provide professional services as needed in a timely manner.
20 points	Quality of Service: Ability to provide the required professional services as evidenced by past performance in terms of client contact, satisfaction, and responsiveness. The three professional references should be able to substantiate the quality of service provided.
40 points	Price Proposal. Proposers must demonstrate that the proposed fee schedule and other miscellaneous chargeable expenses are reasonable according to industry standards, years of experience, and geographic area.

Proposals received late will not be opened or given any consideration for the proposed services.

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 Proposers.

During the evaluation process, AHA may require a representative of the Proposer to answer specific questions orally and/or in writing.

b. Not a Contract Offer

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

a. Withdrawal of RFP

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.

b. 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.

c. Contract Term

AHA will initially be proposing a three-year contract to the successful Proposer(s), renewable for two additional one-year terms upon review of performance. Actual commencement of the delivery of services is scheduled to begin in the new fiscal year beginning July 1, 2017.

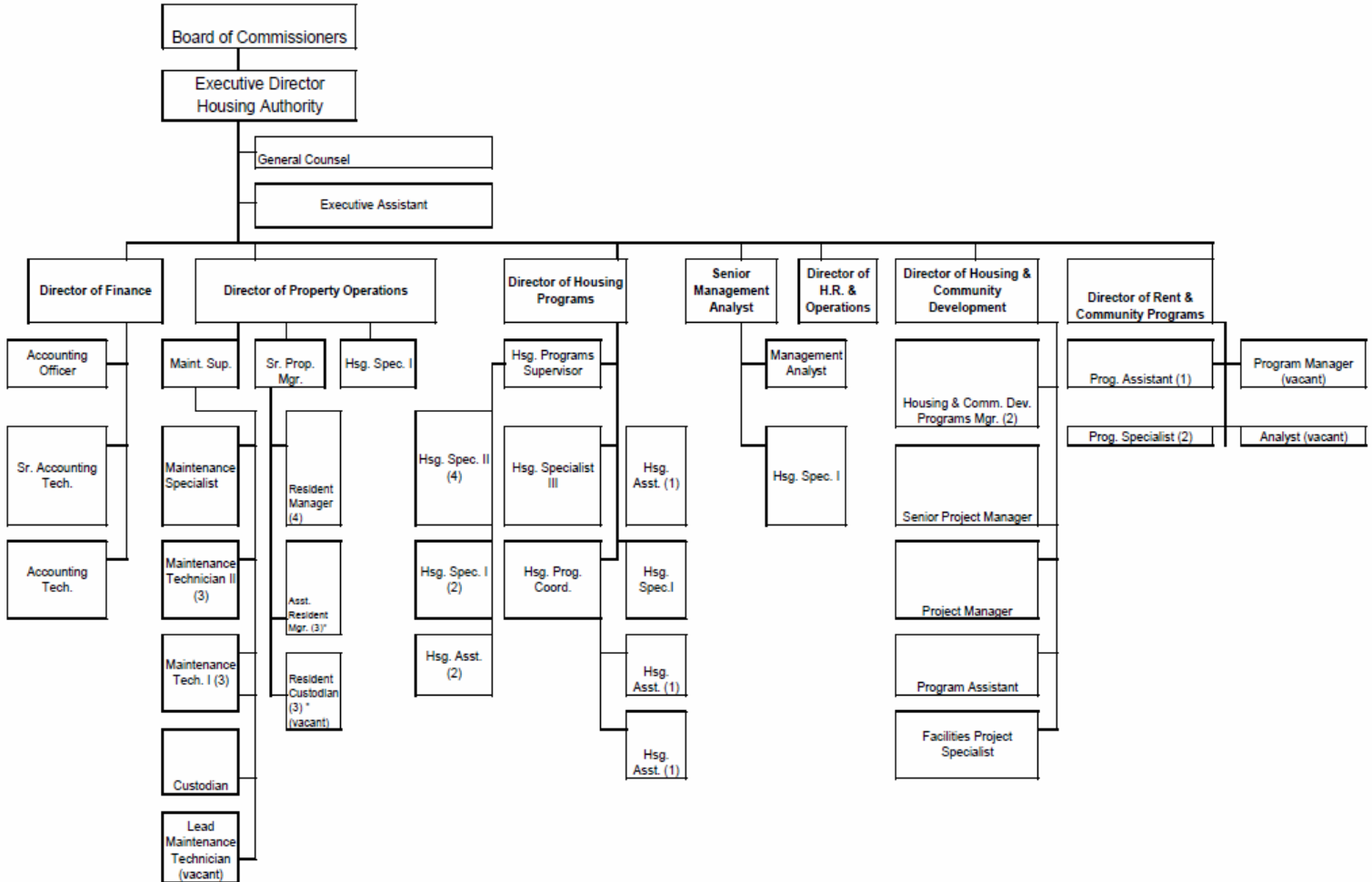
d. Housing Authority Contacts:

The designated individual responsible for coordination of the RFP is Janet Basta, Director of Human Resources and Operations, (510) 747-4323. Any technical questions relating to this RFP should be directed to Janet Basta (510) 747-4323 or via e-mail at jbasta@alamedahsg.org.

Authorization to Distribute: _____
Vanessa M. Cooper, Executive Director Date

Exhibit A

Housing Authority Organizational Chart
9/1/2016



* The employees in these positions are required to reside onsite at the housing complex to which assigned. Each has an individual employment contract

September 2016
ed u:\employees\Organizational chart- September 1, 2016

Insurance Requirements for Consultants

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of ____ 2017, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and ____ (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is _____, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

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

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

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

D. AHA and Consultant desire to enter into an agreement for _____

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

1. **TERM:**

The time for Completion set forth in the contract is ____ calendar days, including the starting date, which establishes _____, 2017, as the completion date, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO CONSULTANT:**

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

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

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

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

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

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

8. **NON-DISCRIMINATION:**

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

9. **INDEMNIFICATION/HOLD HARMLESS:**

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

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

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

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

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

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

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

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

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

B. **SUBROGATION WAIVER:**

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

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name

or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST ASSIGNMENTS:

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint 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.

13. SUBCONTRACTOR APPROVAL:

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

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

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

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

16. RECORDS:

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

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

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the

second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: _____

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

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

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

19. **TERMINATION:**

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

20. **COMPLIANCES:**

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

21. **GOVERNING LAW:**

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

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

22. ADVERTISEMENT:

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

23. CONFIDENTIALITY:

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

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

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

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

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

Consulting Firm

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

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

Vanessa M. Cooper
Executive Director

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

**Travel Accommodations Expense Requirements-Consultants
(6-6-14)**

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 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. Alcohol purchases cannot be reimbursed.

**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 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 biography/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:

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

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

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

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

WMBE Certification Number: _____

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

Certified by: _____

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

**PROFILE OF FIRM
(ATTACHMENT A)**

- (8) Federal Tax ID No.: _____
- (9) State of California License Type and No.: _____
- (10) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (11) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (12) Professional Liability Insurance Carrier: _____
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, 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 Board Member 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. Preferably, these references reflect work performed within the past three years. 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: | _____ |
| | _____ |