



Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

Request for Qualifications for LIHTC and Real Estate Transaction Legal Services

October 23, 2023

Housing Authority of the City of Alameda,
With its affiliates and partners
701 Atlantic Avenue
Alameda, California 94501
(510) 747-4300



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REQUEST FOR QUALIFICATIONS FOR LEGAL COUNSEL SERVICES

1. INTRODUCTION

The Housing Authority of the City of Alameda, along with its partner agencies, the Alameda Affordable Housing Corporation and Island City Development (collectively, “AHA”), are seeking qualified attorneys and law firms with tax credit expertise to provide professional legal services related to affordable housing development. Contracts from this Request may be with any of the AHA entities or their affiliates.

AHA has the opportunity to develop new affordable housing units in multiple locations in the City of Alameda over the next five years and also owns a number of multi-family residential properties that will require substantial rehabilitation. AHA will seek to identify different sources of funding to acquire, construct, rehabilitate, refinance or modernize these residential complexes and is likely to engage specialized legal counsel for each transaction.

2. BACKGROUND AND AHA GOALS

AHA currently owns two vacant properties that are planned for development as rental housing and also owns several older properties that may be candidates for refinancing and rehabilitation. The Board of Commissioners has further authorized staff to evaluate the feasibility of acquisition of existing rental apartment buildings within the City of Alameda. There are also several older LIHTC projects which are at or near to the Year 15 mark. AHA staff is currently managing the pre-development phase of a 155-unit new construction project in 2-3 phases on one of the vacant parcels.

3. SCOPE OF SERVICES

See Attachment A, Scope of Services.

4. CONSULTANT QUALIFICATIONS AND SELECTION CRITERIA

AHA will evaluate the proposals submitted, and select the Consultant or consultants that best meets the agency’s needs. The proposals will be evaluated based upon the following factors:

- a. Attorneys in the firm who will be rendering professional services pursuant to Legal Services Agreement with AHA must be licensed by the State of California to practice law.
- b. The attorney(s) providing the primary service to the AHA must demonstrate knowledge and expertise in the following areas: affordable housing finance; state and federal affordable housing programs; federal law regarding Low-income Housing Tax Credits; and California Tax Credit Allocation Committee, California Debt Limit Allocation Committee, and California Department of Housing and Community Development programs and regulations. Experience with these programs in the context of a public housing authority is preferred.
- c. The attorney (s) providing the primary service to AHA must demonstrate at least 7 years of tax credit development experience in the State of California, including both 9% and 4% tax credit/bond financed deals. Experience within Alameda County is

desirable. Experience with California land use law including but not limited to SB35 and public land disposition is preferred.

- d. The attorney (s) providing the primary service to AHA must demonstrate at least 7 years of real estate experience, including negotiation of purchase and sale offers, acquisitions, legal and title due diligence, and escrow closings of land, developable property, occupied multifamily properties, and ground leases with public entities.
- e. The attorney(s) providing the primary service to AHA shall demonstrate in-depth knowledge of federal and state laws including knowledge of HUD regulations and law relating to affordable housing development, including the requirements for financing projects with Section 8 project-based vouchers and VASH funding.
- f. Offeror must disclose all conflicts of interest and, may be required to complete an annual Form 700.
- g. AHA is an Equal Opportunity Employer. Each attorney or firm must demonstrate compliance with federal, state and local Equal Employment Opportunity requirements.

5. SUBMITTAL REQUIREMENTS

Firms wishing to respond to this RFQ must respond as indicated in these instructions and requirements. The nature and form of response is at the responder's discretion. The following information is required:

- a. Contact Information. Name, title, address, telephone number, fax numbers and e-mail address of the person to who correspondence should be directed.
- b. Team Composition. Provide resumes of key individuals. Identify staff to be assigned to the requested Services. If subcontractors are to be used, then please indicate them as a part of the team.
- c. Experience. Offeror shall describe relevant experience, and furnish at a minimum, three (3) project references with contact names, titles, telephone numbers, e-mail and mailing addresses.
- d. Understanding of Services. Provide a narrative demonstrating the Offeror's understanding of the overall intent of this RFQ.
- e. Project Team Member Experience. Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be actively involved in the performance of the services requested herein.
- f. Staffing and Fee Schedule. Provide an hourly rate schedule for legal counsel services based on the staffing plan for completion of the work. Provide a flat (per project) fee for the tasks associated with the financial loan closings for projects financed with tax credits or tax credits combined with tax-exempt bonds, and any additional fee for supplemental funding sources for the same project, if the firm wishes to be considered for a full tax credit transaction. If the responder is not willing to consider a flat fee, your firm should provide a range or estimate of recent fee totals for recent similar tax credit projects that were performed under a not to exceed contract. Also, please provide a per hour fee for other services.

- g. Litigation. Describe any litigation or enforcement actions in the last five years involving or related to transactions in which your company acted as legal counsel.
- h. Conflict of interest: Please complete the form in Exhibit D. Please also describe any other work or relationships in the geographical limitation of the City of Alameda. Bidders will be expected to keep the AHA apprised of any new potential or actual conflicts that arise during the course of the contract.

6. CONSULTANT SELECTION PROCEDURE

AHA will conduct a qualifications-based ranking process, the successful candidate(s) will be the qualified candidate that offers the best value considering the services required. Top-ranked Offerors may be asked to present their team to the Panel in a time-restricted interview format.

AHA shall negotiate with the most qualified Offeror(s), as determined by evaluation of the responses. If AHA is unable to reach agreement with the highest ranked firm(s), AHA may negotiate with the next highest ranked firm(s).

AHA expects to create list of qualified bidders and to execute one or more Contract(s) for services for three years, with renewal options.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

Evaluation Criteria		Max Points
a.	Demonstrated understanding of the service requested	15
b.	Prior experience in performing similar work	35
c.	Qualifications of the firm and assigned individuals	30
d.	Fees charged and cost effectiveness of the proposed service	20
Maximum Total Points:		100

7. SCHEDULE OF EVENTS

Issue RFQ.....	October 23, 2023
All questions & clarification submitted.....	3:00 p.m. PST, November 1, 2023
Submittal Deadline	3:00 p.m. PST, November 13, 2023

8. TERMS AND CONDITIONS:

Submittal Requirements:

Offerors must submit proposals electronically via email to Sylvia Martinez, Director of Housing Development at smartinez@alamedahsg.org, with a copy to Sarah Raskin, Housing Development Specialist at sraskin@alamedahg.org. Subject of the email should be labeled: "Response to Legal RFQ by [offeror firm's name]"

Contact for RFQ:

Offerors may request clarification to this RFQ only by submitting a written request via email to smartinez@alamedahsg.org with a copy to sraskin@alamedahsg.org. Offeror may not contact any other staff member or consultant regarding this RFQ. Questions must be received in writing no later than 3:00 p.m. PST, October 27, 2023. A list of the questions asked and the answers will be posted on our website and available for review by all interested parties.

Withdrawal of RFQ:

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

AHA reserves the right to reject any and all proposals; to waive any technicalities, informalities, and irregularities; to accept or reject all or part of the proposal; and to be the sole judge of the suitability of the proposals offered.

RFQ Costs:

All costs incurred in the preparation and presentation of the RFQ shall be completely absorbed by the responding party to the RFQ. All documents submitted as part of the RFQ will become property of the AHA. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

Contract:

The AHA on behalf of itself or for its affiliates may choose to enter in to one or multiple contracts and contracts may be for a specific project or a more general not to exceed amount. The offeror must agree to use the standard AHA contract (attached). Any proposed changes should be submitted at the time of the RFQ submission and AHA is not required to accept such changes. No offeror changes will be reviewed after the submission deadline. The offeror should also closely review the insurance requirements and if they are unable to meet these must indicate limitations in the bid. Workers compensation will also be required by the successful bidder at the time of contracting, if the bidder has employees. The maximum term of any contract will be 5 years.

Travel offeror should indicate if travel costs are likely to be incurred.

Attachments:

1. Attachment A - Scope of Services
2. Attachment B – Non-Collusion Affidavit
3. Attachment C – Sample Consultant Agreement with Insurance Requirements
4. Attachment D – Conflict of Interest
5. Attachment E – Profile of Proposer

Invoicing. Invoices are to be issued separately by project and/or topic.

Housing Authority Contacts:

The designated individual responsible for coordination of the RFQ is Sylvia Martinez, Director of Housing Development. Any technical questions relating to this RFQ should be directed to Ms. Martinez at smartinez@alamedahsg.org. Sylvia Martinez, Director of Housing Development, will be responsible for administering the contract after the award is made.

Authorization to Distribute:

DocuSigned by: <i>Vanessa Cooper</i> 5AFA57239EC2484...	10/22/2023
Vanessa M. Cooper, Executive Director	Date

ATTACHMENT A SCOPE OF SERVICES

1. Representation/advice during the feasibility and pre-development phase of real estate development projects, which may include but not limited to formation of ownership entities of each project.
2. Legal services required to prepare and submit funding applications to lenders, local, state, and federal funding agencies; and subsequent loan closing(s) of each project.
3. Direction to staff related to required approvals; drafting and provision of Resolutions, Agreements and Contracts for Board consideration and approval, which may include but not limited to creating seller takeback notes, ground leases, subordinate loan documents, regulatory agreements, disposition and development agreements.
4. Attendance at Board meetings if requested in order to present complex transaction matters before the Board.
5. Regular participation in conference calls and meetings and provision of legal guidance during the pre-development, construction and conversion phase of each project.
6. Review and approval of all lender and investor documents. Supervision of construction loan closing and permanent loan conversion.
7. Provide other legal services as requested, such as subcontracting with legal specialists for specialized entitlement work (i.e. SB35).
8. Other real estate or affordable housing legal services as needed

ATTACHMENT B

Non-Collusion Affidavit

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFQ, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFQ price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFQ price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFQ are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFQ price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFQ depository, or to any member or agent thereof, to effectuate a collusive or sham RFQ.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Affidavit** and guarantee complete compliance with all the terms, conditions and stipulations.

BY _____
 Authorized Signature of Offeror Date

Attachment C
Sample Consultant Agreement with Insurance Requirements

See attached

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of ____ 2023, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, and its affiliates, 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, applicable 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 shall be by _____, (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

AHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of AHA, of those tasks which take place during the term of this Agreement. AHA will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. AHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract will not exceed \$_____.

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.

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.

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 designated 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 negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. 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

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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 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 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

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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.

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.

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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

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

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.

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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: Vanessa Cooper

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

Attention: _____
Phone: _____ Email: _____

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. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the AHA. 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 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.

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.

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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.

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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.

COMPANY NAME

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Name
Title

Vanessa M. Cooper
Executive Director

Attachment D
Conflict of Interest

Proposer must include confirmation of submission of online form. Form can be found at:
<https://form.alamedahsg.org/Forms/A4Gpo>

Attachment E
Profile of Proposer

Proposer should complete form attached behind

"PROFILE OF PROPOSER"

(1) Prime ☐ Subcontractor ☐ (*this form must be completed by and for each*)

(2) Name of Proposer: _____

(3) Telephone: _____ Fax: _____

E-Mail: _____

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

(5) **Please attach a brief biography/resume of the company**, including the following information:

Year Proposer Established; (b) Former Name and Year Established (if applicable); and
(c) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Federal Tax ID No.: _____

(9) State of California Business Entity Number (Secretary of State): _____

(10) Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(11) General Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(13) Has your proposer or any member of your proposer been a part to litigation with a public entity?

☐ Yes ☐ No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(14) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (20) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (21) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (22) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

☐ Yes ☐ No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (23) Disclosure Statement: Does this proposer 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 include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

- (24) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

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

(26) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid 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:

Printed Name:

Title:

Company:

Date:
