



Berkeley Housing Authority

1947 Center Street, Berkeley, CA 94704, 5th Flr | Phone: 510.981.5470|FAX: 510.981.5480

**REQUEST FOR PROPOSALS (RFP) FOR
TECHNOLOGY CONSULTING SERVICES
BHA-RFP 25-02**

Issued: 12/22/2025

**The Berkeley Housing Authority
1947 Center Street, Fifth Floor
Berkeley, CA 94704**

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MINIMUM QUALIFICATIONS

Offerors must:

- **Have 5+ years of MSP experience**
- **Demonstrate experience with public agencies or regulated environments**
- **Provide 24/7 emergency support capability**
- **Be eligible to contract under federal regulations (not suspended/debarred)**

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INTRODUCTION

The Berkeley Housing Authority ("BHA") was established in December of 1966. In 2007 it became an autonomous entity separate from the City of Berkeley. It is currently located at 1947 Center St., 5th Floor, Berkeley, CA 94704. BHA is a HUD-designated "High Performer" and is dedicated to providing high quality affordable housing in Berkeley. It administers the Federal Housing Choice Voucher Program (1,949 vouchers), Veterans Affairs Supportive Housing (40 vouchers), Mainstream Program (121 vouchers), Emergency Housing Vouchers (51 vouchers) and the Moderate Rehabilitation Program (98 certificates). At present, BHA has allocated a total of 498 Project Based vouchers (PBV) to 27 properties throughout Berkeley; 396 of the PBVs are under a Housing Assistance Payment (HAP) Contract.

BHA is providing over \$37 million in housing subsidy to approximately 1,782 low-income households (over 2,800 household members) in Berkeley through the various federal housing programs. 47% of families served are seniors (62 y/o and older) and 59% are disabled (with disabled head of household or member).

In February 2014, BHA completed the sale and disposition of the Federal Low-Income Public Housing Program (61 units) and the State-funded Residential Housing Construction Program (14 units) to a private developer. HUD authorized up to \$2,700,000 in net proceeds to cover administrative shortfalls in its Section 8 Housing Choice Voucher (HCV) program. BHA already used \$1.14 million of the approval leaving approximately \$1.56 million for future operating deficit.

In 2021, BHA established its affiliate entity, Affordable Housing Berkeley, Inc. (AHB), the purpose of which is to both benefit and support BHA and low-income residents of Berkeley, through its mission of: acquiring, providing, developing, financing, rehabilitating, owning or operating decent, safe and sanitary housing affordable to persons and households of low income.

In April 2022, BHA was designated as a Moving to Work (MTW) Agency under the Landlord Incentive Cohort. This allowed the housing authority to some program and fiscal flexibilities including Regulatory Waivers to implement innovative strategies to house families.

Both BHA and AHB are governed by a seven-member Board of Commissioners comprised of two program participants, and five Berkeley residents who are experts in the field of affordable housing, all appointed by the Mayor of the City of Berkeley.

BHA is inviting competitive proposals from qualified firms to provide comprehensive Managed Information Technology (IT) Services. This procurement will establish a multi-year contract to support BHA's transition to a fully independent IT environment, ongoing managed services, cybersecurity, cloud infrastructure management, and technical support for approximately 15 system users. The term "Proposer" used herein shall mean proposers, partnerships, corporations, associations, or professional organizations. The initial engagement will be for three years. In addition, BHA shall have the option to extend the engagement for an additional two years for a maximum of five years. The option years shall be exercised by written amendments executed by the parties. BHA encourages proposals from Minority and Women Business Enterprises (MBE and WBE). This Request for Proposal (RFP) may be viewed and downloaded from BHA's website at www.bha.berkeleyca.gov

All proposals submitted in response to this solicitation must conform to all requirements and specifications outlined within this document and any designated attachments in its entirety. The instructions below provide guidance on what a proposal should contain and how it should be organized.

RFP INFORMATION AT A GLANCE

<p>BHA CONTACT PERSON ("RFP MANAGER" OR "RM"):</p>	<p>Will Daniels, Director of Operations E-MAIL: wdaniels@berkeleyca.gov . PHONE: 510-981-5484</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS:</p>	<p>ONLINE AT: https://bha.berkeleyca.gov/about-bha/human-resources/rfp-proposals-job-openings</p>
<p>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO BHA CONTRACT LANGUAGE OR SCOPE OF SERVICE:</p>	<p>DECEMBER 28, 2025, AT 11:59 P.M.</p> <p>QUESTIONS SHALL BE SUBMITTED ELECTRONICALLY (PDF FORM) BY THE DUE DATE TO: wdaniels@berkeleyca.gov .</p> <p>RESPONSES TO QUESTIONS WILL BE ANSWERED VIA EMAIL REPLY TO EACH QUALIFYING PROPOSER WITHIN THREE (3) CALENDAR, DAYS – DECEMBER 31, 2025.</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</p>	<p>SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL AND MUST DELIVER (3) HARD COPS TO THE BHA OFFICE BY THE DUE DATE, 01/05/26 by 12 P.M.</p>
<p>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</p>	<p>JANUARY 5, 2025, AT 12:00 P.M.</p> <p>PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE DUE DATE TO wdaniels@berkeleyca.gov.</p>
<p>NOTE: BHA reserves the right to deviate from this timeline and/or modify the Scope of Service at any time.</p>	<p>NOTICES OF ANY SUCH DECISIONS OR MODIFICATIONS WILL BE LOCATED AT: www.bha.berkeleyca.gov/about-bha/human-resources/rfp-proposals-job-openings</p>

(Continued on Next Page)

1.0 BHA'S RESERVATION OF RIGHTS.

- 1.1. **Right to Reject, Waive or Terminate the RFP.** The BHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the BHA to be in its best interests.
- 1.2. **Right Not to Award.** The BHA reserves the right not to award a contract pursuant to this RFP.
- 1.3. **Right to Terminate.** The BHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Proposer(s).
- 1.4. **Right to Determine Time and Location.** The BHA reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
- 1.5. **Right to Determine Financial Responsibility and Viability.** The BHA reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as the BHA determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6. **Right to Retain Written Proposals.** The BHA reserves the right to retain all written proposals submitted to BHA by all Proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The BHA may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFP Manager for this RFP in his/her sole and absolute discretion.
- 1.7. **Right to Negotiate Fees.** The BHA reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8. **No Obligation to Compensate.** The BHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 1.9. **Right to Amend Prior to Award.** The BHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the BHA's website bha.berkeleyca.gov ("System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. BHA also reserves the right to amend the form of standard BHA contract any time prior to contract execution.
- 1.10. **Right to Reject Any Proposal.** The BHA reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.
- 1.11. **Right to Prohibit Further Participation.** The BHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

By accessing the System and downloading this document, each Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System; provided however, in the event a Proposer disagrees with any of the terms contained in this RFP, a Proposer shall have the right to notify the RM in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the BHA and ask for clarification or revision. If the RM agrees, the clarification or revision can be addressed in an addendum. Failure to abide by this time frame shall relieve the BHA, but not the Proposer, of any responsibility pertaining to such issue.

1.12. Public Disclosure of Proposal Documents. To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq.).

2.0 GENERAL/ TECHNICAL SPECIFICATIONS.

The Berkeley Housing Authority (BHA) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth in Exhibit "D", attached hereto.

2.1. Proposed Term. BHA anticipates that the proposed term for the proposed service will be for an initial one year period, at the BHA's discretion with up to four (4) optional one-year renewals, not to exceed a total term of five (5) years. BHA may elect to initially contract for a shorter period of time, with or without extensions, not to exceed five (5) years total.

2.2. Number of Proposers to be Selected. The BHA will choose one (1) or more successful Proposers to provide the services contemplated in this RFP.

2.3. Funding. The work to be performed upon successful award of this RFP will be funded:

- in part with [example Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and administration funds funded under Section 8 of the Housing Act of 1937 (42 U.S.C. 1437) ("Section 8")].

2.4. Federal Requirements. The scope of work to be performed shall be subject to the Federal requirements set forth in Exhibit "F", attached hereto.

2.5. Form of Contract. By responding to this RFP and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFP, BHA may only execute a contract prepared by BHA, which is substantially approved as to form and substance by BHA. As provided further within Section 6.0 herein, the BHA WILL NOT normally execute the successful Proposer's contract form; the contract will **normally** be executed on the BHA's form only (please see Attachment B), and all specifications listed within the subject BHA contract will generally be the same specifications listed within the Scope of Services in Section 3.0. Any Proposer that does not feel that these listed specifications are reasonable or complete shall address such with the BHA in writing at the time Proposer submits its proposal in accordance with the posted submittal deadline. Once the proposal deadline has passed, the proposer cannot request additional changes. BHA may consider, in its sole discretion, all or a

portion a Proposer's alternative contract form, provided such proposed alternative contract form is submitted to BHA as part of Proposer's timely proposal response.

- 2.6. Submittal Deadline.** The BHA must receive (3) hard copies of the proposal and (1) electronic copy by 12:00 P.M., on Monday, January 5, 2026. Proposals must be submitted via email to wdaniels@berkeleyca.gov. Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than hard copies & email will not be accepted.
- 2.7. Proposal Review.** The Evaluation Committee, appointed by BHA's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFP, BHA's Procurement Policy, and HUD regulations.
- 2.8. Award.** Proposals that meet the requirements outlined in this RFP will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending BHA Board of Commissioners approval, if required. BHA may, in its sole and absolute discretion, select none of the proposals submitted. BHA reserves the right to postpone or cancel the final award of the proposals at its convenience.

3.0 SCOPE OF SERVICES.

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Exhibit "D", attached hereto. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Pricing for all five (5) years must be included in the proposal, including any increases, broken down by year.

4.0 PROPOSAL FORMAT.

- 4.1. Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement the BHA has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

Part 1 - Proposal Submittal Checklist:

The Form of Proposal Submittal Checklist is attached as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 2 – Form of Proposal:

The Form of Proposal is attached as Attachment B to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 3 – Profile of Proposer:

The Form of Profile of Proposer is attached as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed for All and the only specific individuals who will work on this project, executed, and submitted under this section as a part of the proposal submittal.

Part 4 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 5 – Qualifications and Experience:

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

1. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
2. How many people in total are employed by your company? Delineate between employees and consultants.
3. Must submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Part 6 – Proposed Approach:

This section describes your proposed approach for meeting the Scope of Services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.
2. Identify how you will meet all other aspects of the Scope of Services and related requirements stated above. List any items that you cannot provide.

Part 7 – Customer Service:

1. In the event of a problem, who is to be contacted within your organization?
2. In the event of the identification of a problem by the BHA, describe how you will address such problems and the timeframe for addressing them.

Part 8 – Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services, including but not limited to:
 - A. Itemize and provide a proposal of costs detailed in Attachment D the Scope of Services.
 - B. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service. Travel must be in compliance with BHA's Travel procedures, included as Attachment F.
 - C. Include start-up costs, if any.

Part 9 – References:

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

Part 10 – Other Company Information (Optional) Part 11

– Conflict of Interest Information

If no information is to be placed under any of the above noted Sections (especially the "Optional" section), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.

Unless the Proposer is an individual, all proposals must be signed with a proposer/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2. Organization of Submitted Materials.** Proposers must submit one (1) original electronic proposal via email with the following guidelines: All proposals must be submitted electronically by the designated due date to wdaniels@berkeleyca.gov. The subject line must denote the following: "BHA-RFP-25-02." The

body of the e-mail must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.

- 4.3. Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to the BHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the BHA decides that any such entry has not changed the intent of the proposal that the BHA intended to receive, the BHA may accept the proposal and the proposal shall be considered by the BHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted System, registering and downloading these documents, each prospective Proposer that does so is thereby agreeing to confirm all notices that the BHA delivers to them as instructed, and by submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4. Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the BHA, including but not limited to this RFP. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.
- 4.5. Supportive Documents.** By signing the Proposal Submittal Checklist form attached hereto as Attachment A, the Proposer is affirming that they agree to provide any documentation requested by the BHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review. If the BHA finds that a proposal is non-responsive or non-compliant with this RFP, written selection criteria and/or procedures, or applicable regulations, it will be rejected and returned to the Proposer with notification stating the reason for rejection. The BHA reserves the right to reject proposals at any time for misinformation, errors, or omissions of any kind, no matter how far they have been processed, in its sole and absolute discretion.
- 4.6. Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7. Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Alameda.
- 4.8. Proposer's Responsibilities--Contact with the BHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RM

only. Proposers must not make inquiry or communicate with any other BHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the BHA to not consider a proposal submittal received from any Proposer who may has not abided by this directive.

4.9. Addenda: All questions and requests for information must be addressed in writing to the RM. The RM will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. proposers or individuals that have obtained the RFP Documents). During the RFP solicitation process, BHA staff will NOT conduct any *ex parte* (a substantive conversation, “substantive” meaning, when decisions pertaining to the RFP are made, between the BHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.

4.10. Recap of Attachments and Exhibits. It is the responsibility of each Proposer to verify that they have downloaded the following attachments and exhibits pertaining to this RFP, each of which are hereby incorporated herein by this reference:

Attachment /Exhibit	Description
A	Proposal Submittal Checklist
B	Form of Proposal
C	Form of Profile of Proposer
D	Scope of Services
E	Sample BHA Contract; please find at: Please find it on the BHA website: <ul style="list-style-type: none"> • BHA Contract Official 2025 (235.28 KB) (Note: This contract is being given as a sample only. BHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)
F	Travel Accommodations Expense Requirements-Consultants
G	Additional Federal Requirements
H	If HUD funded, the HUD Forms 5369-A (Certification and Representation of Offerors Non-Construction), 5369-B (Instructions to Offerors Non-Construction) / [5369 Instructions for Bidders for Contracts (Construction)]
I	Conflict of Interest Information

5.0 PROPOSAL EVALUATION.

5.1. Evaluation Factors. The following factors will be utilized by the BHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal:

A. Qualifications and Experience:

Maximum Points: 100

As indicated under Part 5, the Proposer's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

- Technical Approach – 35 pts
- Qualifications & Experience – 25 pts
- Cost Proposal – 25 pts
- Local presence & response capability – 10 pts
- Local presence & response capability – 10 pts

The Proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Proposers will each receive a percentage thereafter.

5.2. Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The BHA reserves the right to reject any proposals deemed by the BHA not minimally responsive (the BHA will notify such proposers in writing of any such rejection).
- B. **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The BHA anticipates that the BHA's Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP ("Evaluation Committee"). PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated RM is the only person at the BHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.
- D. **Evaluation:** The selection criteria set forth in Section 5.1 herein will be used by BHA to rank and select proposals for this RFP. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.
- E. **Potential "Competitive Range" or "Best and Finals" Negotiations:** The BHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by the BHA in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range. The HUD Procurement Handbook can be accessed at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608.
- F. **Ties/Equal Bids:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- G. **Results of Evaluation:** Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those

that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etcetera.)

- H. **Proposal Protest:** Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the BHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (e.g. submitted an interest form, proposal, or questions, or attended a pre-bid meeting) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to BHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the BHA or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve BHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The BHA has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful Proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the RFP Manager or designee. The BHA's Executive Director, or designee, shall issue a written decision on the matter. The BHA's Executive Director, or designee, may, at his/her sole discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be submitted as outlined in Section 6.0.

6.0 APPEALS

- 6.1 **Submission.** All appeals shall be marked as follows and sent via e-mail the address listed below.

SUBJECT LINE: BHA RFP # 25-02

EMAIL TO: wdaniels@berkeleyca.gov.

- 6.2 **Conflict of Interest.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the BHA Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on the BHA Evaluation Committee.

7.0 CONTRACT AWARD.

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

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the BHA, in hard copy, including an agreement to execute the standard BHA contract form. Accordingly, the BHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, the BHA shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, the BHA will forward the contract or a summary to BHA's Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by the BHA's Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

7.2. Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the BHA pursuant to this RFP:

- A. **Contract Form:** The BHA will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on the BHA's form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that the BHA reserves the right to amend the BHA Sample Contract form as the BHA deems necessary). **Please note that the BHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.**
- B. **Assignment of Personnel:** The BHA shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the BHA believes that such change is in the best interest of the BHA and the completion of the contracted work.
- C. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of BHA's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of BHA's Executive Director or designee, shall be void and may result in the cancellation of the contract with the BHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by BHA's Executive Director or designee, in his/her sole and absolute discretion.
- D. **Contract Period:** The BHA anticipates that it will initially award a contract for the period of one year, at the BHA's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years.

E. **Insurance Requirements:** Prior to any individual contract award (but not as a **part** of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:

- (1) **Insurance:** 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 performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
 - **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non- owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
 - **Workers’ Compensation:** As required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors (full details in contract).
 - **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non- renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
 - **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring

Personally, identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing BHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing BHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the BHA in the care, custody, or control of the Consultant. If not covered under the

Consultant's liability policy, such "property coverage of the BHA may be endorsed onto the Consultants Cyber Liability Policy as follows:

- Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the BHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, BHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by BHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

- (2) **Additional Insured Status:** The Berkeley Housing Authority and its affiliate, Affordable Housing Berkeley, LLC, and their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (BHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- (3) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects BHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by BHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to BHA.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared and approved by BHA. BHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or BHA.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to BHA.

- (7) **Verification of Coverage:** Consultant shall furnish BHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. BHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
- (8) **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- (9) **Notification of claims:** The Proposer agrees to notify BHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- (10) **Special Risks or Circumstance:** BHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

F. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.

G. All Proposers shall be eligible to conduct business in the State of California and the City of Alameda and shall provide evidence of such eligibility if requested by BHA.

7.3. Right to Negotiate Final Fees. The BHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the BHA's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the BHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, the BHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The BHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

7.4 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.5. Attachments. Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

Authorization to Distribute:

James Williams, Director

Date

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
	Part 1 Proposal Submittal Checklist (Attachment A)
	Part 2 Form of Proposal (Attachment B)
	Part 3 Profile of Proposer Form (Attachment C)
	Part 4 Cover Letter
	Part 5 Qualifications and Experience
	Part 6 Proposed Approach
	Part 7 Customer Service
	Part 8 Cost Analysis and Budget for Primary Services
	Part 9 References
	Part 10 Other Company Information (Optional)
	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

ATTACHMENT B FORM

OF PROPOSAL

(This Form must be fully completed and placed under Part 2 of the proposal submittal.)

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the BHA with the completed Proposal.

- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.

- C. Pricing Items:** Include pricing information across every year in the proposed contract term, recurring fixed, variable, and hourly fees as applicable including space for additional services that may fall within the scope but not itemized:

Table 1. Hourly Rate – Year 1 Period		
		Year 1 Hourly Rate
Name 1	Position	\$
Name 2	Position	\$
Name 3	Position	\$

Table 2. Rate – Year 2 Period		
		Year 2 Hourly Rate
Name 1	Position	\$
Name 2	Position	\$
Name 3	Position	\$

Table 3. Hourly Rate – Year 3 Period		
		Year 3 Hourly Rate
Name 1	Position	\$
Name 2	Position	\$
Name 3	Position	\$

ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

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

(2) Name of Proposer: _____ Telephone: _____ Fax: _____
E-Mail: _____

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

(4) **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).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

(7) Federal Tax ID No.: _____

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

(9) Worker’s Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(10) General Liability Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(11) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the BHA?

Yes No

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

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

(24) 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 BHA or any person interested in the proposed contract; and that all statements in said bid are true.

(25) 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 BHA discovers that any information entered herein is false, that shall entitle the BHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

EXHIBIT D

“Scope of Services”

One or more providers may be chosen. Bidders should indicate in the proposal what they can and cannot offer.

Managed Information Technology (IT) Services consulting including but not limited to:

Offerors shall provide full-service IT management including:

- Helpdesk support (remote & on-site)
- Microsoft 365 administration, licensing, security & MFA enforcement
- Endpoint management, monitoring, & patching
- Network management (firewalls, switches, WAPs)
- Backup and disaster recovery systems
- Cybersecurity protection, threat monitoring, incident response
- Phone system support (Teams Phone)
- Support for BHA software: Yardi, Emphasys Elite, Laserfiche, DocuSign, Adobe
- Asset management, onboarding/offboarding
- Quarterly IT planning & reporting

Fee schedule should be included in the bid for the next 5 years, as indicated in Attachment B, Section C.

Consultant will be issued written direction from the Executive Director or the Director of Operations or Designee to proceed with certain tasks and a deadline will be set at that time.

EXHIBIT E

**“Sample BHA Contract” (Behind
this Page)**

CONSULTANT SERVICES CONTRACT

Please find the BHA sample contract at this link:

- [BHA Contract Official 2025 \(235.28 KB\)](#)

1. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by BHA 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 BHA or its designees to such books and records at proper times; and gives BHA 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.

2. **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 BHA shall be addressed to BHA at:

Berkeley Housing Authority
1947 Center Street
Berkeley, CA 94704
Attention: James Williams

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

Attention: _____
Phone: _____ Email: _____

3. **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 BHA 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.

4. **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 BHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, BHA 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 BHA. BHA 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.

5. **COMPLIANCES:**

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

6. **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.

7. **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 BHA to do otherwise.

8. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any BHA 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 BHA 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 BHA. At BHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to BHA, at BHA'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.

9. **WAIVER:**

A waiver by BHA 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.

10. **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 BHA and Consultant.

11. **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.

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Conflict of Interest Certification

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

COMPANY NAME

BERKELEY HOUSING AUTHORITY

Name
Title

James Williams
Executive Director

INSURANCE REQUIREMENTS FOR CONSULTANTS

(Cyber/tech optional, not to be used for construction contracts)

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 performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy

shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing BHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing BHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the BHA in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the BHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the BHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, BHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by BHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** : The Berkeley Housing Authority its affiliate, Affordable Housing Berkeley, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (BHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects BHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by BHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to BHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by BHA. BHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or BHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to BHA.
- **Verification of Coverage:** Consultant shall furnish BHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. BHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify BHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** BHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

ATTACHMENT F

“Travel Accommodations Expense Requirements-Consultants”

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (BHA). Only necessary and reasonable business expenditures will be reimbursed. Costs for transportation, lodging, meals, and incidental expenses deemed reasonable as compared to the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the U.S. General Services Administration, for travel in the contiguous 48 United States

Any Consultant who incurs business expenses on behalf of BHA 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 BHA 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 meet or exceed the minimums required in the RFP.

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 BHA. 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 BHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

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

Non-reimbursable Expenses

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

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

ATTACHMENT G

**“Additional Federal Requirements” (Behind this
Page)**

Notify of Davis-Bacon wage requirements and/or refer to appropriate HUD form.

ATTACHMENT H – HUD FORMS

eral funds are to be used. Please complete the below forms:

HUD-5369-A

HUD-5369-B

Forms can be found below: https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a

(Behind this Page)

ATTACHMENT I

Conflict of Interest Form available at: www.bha.berkeleyca.gov

BERKELEY HOUSING AUTHORITY

CONFLICT OF INTEREST CERTIFICATION

PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS

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

PART I. CONFLICT OF INTEREST

1. In accordance with HUD regulations (24 CFR §§ 570.611, 982.161), neither the BHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:
 - (1) Any present or former member or officer of the BHA (except a participant commissioner) or their immediate family member or business associate;
 - (2) Any employee of the BHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
 - (4) Any member of the Congress of the United States.
2. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. "Immediate family member" includes spouses, parents, siblings, and children.

4. "Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by BHA.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to BHA and HUD.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST

1. In order to ensure the best interests of the BHA in its contractual relationships and comply with state and federal conflict of interest laws, the BHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - a. Award of the contract may result in an unfair competitive advantage;
 - b. The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;
 - c. BHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
2. Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:
 - a. being given an unfair competitive advantage;
 - b. being able to render impartial, technical sound, and objective assistance or advice; and/or
 - c. any BHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
3. The Bidder/Proposer/Vendor must disclose all relevant information and request the BHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.
4. The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the BHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The BHA may, however, terminate the contract for the convenience of BHA if it would be in the best interest of BHA, or if required to comply with local, state and federal laws and regulations.

5. In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the BHA, the BHA may terminate the contract for default.
6. The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.
7. As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
8. No award shall be made until the disclosure or certification has been evaluated by the BHA.
9. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor.
10. If the BHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the BHA in its sole and absolute discretion.

PART III. WARRANTY & REPRESENTATION OF NON-COLLUSION

1. Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.
2. Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.
3. Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.

BERKELEY HOUSING AUTHORITY

CONFLICT OF INTEREST CERTIFICATION

PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR

- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.
- The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the BHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any BHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.
 - (a) The Bidder/Proposer/Vendor has disclosed the following (by submitting an email to RM at wdaniels@berkeleyca.gov).
 - (b) Any current or prior personal relationships with BHA current or former official, officer or employee or their immediate family member or business associate
 - (c) Any current or prior business or financial relationships with BHA current or former official, officer or employee or their immediate family member or business associate
 - (d) Any current or prior relationship with BHA current or former official, officer or employee or their immediate family member or business associate
 - (e) If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder.

(Continued on Next Page)

RFP INFORMATION AT A GLANCE

<p>BHA CONTACT PERSON ("RFP MANAGER" OR "RM"):</p>	<p>WILL DANIELS E-MAIL: wdaniels@berkeleyca.gov PHONE: 510-981-5484</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS:</p>	<p>ONLINE AT: https://bha.berkeleyca.gov/about-bha/human-resources/rfp-proposals-job-openings</p>
<p>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO BHA CONTRACT LANGUAGE OR SCOPE OF SERVICE:</p>	<p>DECEMBER 28, 2025 AT 11:59 P M.</p> <p>RESPONSES TO QUESTIONS WILL BE DELIVERED TO QUALIFYING PROPOSERS VIA THEIR PROVIDED EMAIL ADDRESS WITHIN THREE (3) BUSINESS DAYS.</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</p>	<p>SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL AND MUST DELIVER (3) HARD COPS OF THE POPOSAL TO THE BHA BY THE DUE DATE.</p>
<p>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</p>	<p>JANUARY 5, 2026 AT 12:00 P.M.</p> <p>PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE DUE DATE TO wdaniels@berkeleyca.gov</p>
<p>NOTE: BHA reserves the right to deviate from this timeline and/or modify the Scope of Service at any time.</p>	<p>NOTICES OF ANY SUCH DECISIONS OR MODIFICATIONS WILL BE LOCATED AT: https://bha.berkeleyca.gov/about-bha/human-resources/rfp-proposals-job-openings</p>

(Continued on Next Page)

1.0 BHA'S RESERVATION OF RIGHTS.

- 1.1. Right to Reject, Waive or Terminate the RFP.** The BHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the BHA to be in its best interests.
- 1.2. Right Not to Award.** The BHA reserves the right not to award a contract pursuant to this RFP.
- 1.3. Right to Terminate.** The BHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Proposer(s).
- 1.4. Right to Determine Time and Location.** The BHA reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
- 1.5. Right to Determine Financial Responsibility and Viability.** The BHA reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as the BHA determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6. Right to Retain Written Proposals.** The BHA reserves the right to retain all written proposals submitted to BHA by all Proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The BHA may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFP Manager for this RFP in his/her sole and absolute discretion.
- 1.7. Right to Negotiate Fees.** The BHA reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8. No Obligation to Compensate.** The BHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 1.9. Right to Amend Prior to Award.** The BHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the BHA's website www.alamedahsq.org ("System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. BHA also reserves the right to amend the form of standard BHA contract any time prior to contract execution.
- 1.10. Right to Reject Any Proposal.** The BHA reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of

this RFP, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

- 1.11. **Right to Prohibit Further Participation.** The BHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the System and downloading this document, each Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System; provided however, in the event a Proposer disagrees with any of the terms contained in this RFP, a Proposer shall have the right to notify the RM in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the BHA and ask for clarification or revision. If the RM agrees, the clarification or revision can be addressed in an addendum. Failure to abide by this time frame shall relieve the BHA, but not the Proposer, of any responsibility pertaining to such issue.
- 1.12. **Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq.).

2.0 GENERAL/ TECHNICAL SPECIFICATIONS.

The Berkeley Housing Authority (BHA) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth in Exhibit "D", attached hereto.

- 2.1. **Proposed Term.** BHA anticipates that the proposed term for the proposed service will be for a period of three (3) years with the option, at the BHA'S discretion, of two (2) additional one-year periods, for a maximum total of five (5) years. HUD mandates that an individual service contract may not exceed a five (5) year term with a Public Housing Authority. (Exception: Audit services cannot exceed three (3) year terms.) BHA may elect to initially contract for a shorter period of time, with or without extensions, not to exceed five (5) years total.
- 2.2. **Number of Proposers to be Selected.** The BHA will choose one (1) or more successful Proposers to provide the services contemplated in this RFP.
- 2.3. **Funding.** The work to be performed upon successful award of this RFP will be funded:
 - in part with [example Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and administration funds funded under Section 8 of the Housing Act of 1937 (42 U.S.C. 1437) ("Section 8")].

without direct federal funding

- 2.4. **Federal Requirements.** The scope of work to be performed shall be subject to the Federal requirements set forth in Exhibit “F”, attached hereto.
- 2.5. **Form of Contract.** By responding to this RFP and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFP, BHA may only execute a contract prepared by BHA, which is substantially approved as to form and substance by BHA. As provided further within Section 6.0 herein, the BHA **WILL NOT** normally execute the successful Proposer's contract form; the contract will normally be executed on the BHA's form only (please see Attachment B), and all specifications listed within the subject BHA contract will generally be the same specifications listed within the Scope of Services in Section 3.0. Any Proposer that does not feel that these listed specifications are reasonable or complete shall address such with the BHA in writing at the time Proposer submits its proposal in accordance with the posted submittal deadline. Once the proposal deadline has passed, the proposer cannot request additional changes. BHA may consider, in its sole discretion, all or a portion a Proposer's alternative contract form, provided such proposed alternative contract form is submitted to BHA as part of Proposer's timely proposal response and does not in any way conflict with the provisions of BHA'S contract form.
- 2.6. **Submittal Deadline.** The BHA must receive proposals by 4:00 PM Friday, March 24, 2023. Proposals must be submitted via email to: wdaniels@berkeleyca.gov with a copy to sprevette@alamedahsq.org. Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than email will not be accepted.
- 2.7. **Proposal Review.** The Evaluation Committee, appointed by BHA's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFP, BHA'S Procurement Policy, and HUD regulations.
- 2.8. **Award.** Proposals that meet the requirements outlined in this RFP will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending BHA Board of Commissioners approval, if required. BHA may, in its sole and absolute discretion, select none of the proposals submitted. BHA reserves the right to postpone or cancel the final award of the proposals at its convenience.

3.0 SCOPE OF SERVICES.

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Exhibit “D”, attached hereto. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's

opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Pricing for all five (5) years must be included in the proposal, including any increases, broken down by year.

4.0 PROPOSAL FORMAT.

4.1. Proposal Submittal. All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement the BHA has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

Part 1 - Proposal Submittal Checklist:

The Form of Proposal Submittal Checklist is attached as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 2 – Form of Proposal:

The Form of Proposal is attached as Attachment B to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 3 – Profile of Proposer:

The Form of Profile of Proposer is attached as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed, executed, and submitted under this section as a part of the proposal submittal.

Part 4 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 5 – Qualifications and Experience:

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

1. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
2. Specify the number and location of assigned FTEs that are able to provide on-site support.
3. How many people in total are employed by your company? Delineate between employees and consultants.
4. If applicable, submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Part 6 – Proposed Approach:

This section describes your proposed approach for meeting the Scope of Services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.
2. Identify how you will meet all other aspects of the Scope of Services and related requirements stated above. List any items that you cannot provide.

Part 7 – Customer Service:

1. In the event of a problem, who is to be contacted within your organization? The contact information shall include:
 - Name and title
 - Telephone
 - Email address
 - Hours of availability
 - Preferred contact method and process to contact (if applicable)

2. In the event of the identification of a problem by the BHA, describe the process for evaluating the problem, how it will be addressed, and the timeframe for response. Please provide expected response times based on level of priority from low to emergency.

Part 8 – Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services, including but not limited to:
 - A. Itemize and provide a proposal of costs detailed in Attachment D the Scope of Services. Please provide a detailed explanation of the proposed costs in reference to this RFP. In addition, include an hourly rate sheet for special projects and any additional work requested and performed with additional staff to be approved by the BHA prior to the commencement of those services (For example, projects and services outside the Scope of Services).
 - B. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service. Travel must be in compliance with BHA'S Travel procedures, included as Attachment F.
 - C. Include start-up costs, if any.

Part 9 – References:

List at least three (3) business references for which you have recently provided similar services. References shall include:

- Name of Organization
- Address
- Contact Name
- Contact Title
- Phone Number
- Email Addresses
- Summary of Project

Part 10 – Other Company Information (Optional):

NO INFORMATION IS BEING PLACED UNDER THIS SECTION

Part 11 – Conflict of Interest Information

Proposer must include confirmation of submission of online form.

If no information is to be placed under any of the above noted Sections (especially the "Optional" section), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.

Unless the Proposer is an individual, all proposals must be signed with a proposer/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2. **Organization of Submitted Materials.** Proposers must submit one (1) original electronic proposal via email with the following guidelines: All proposals must be submitted electronically by the designated due date to wdaniels@berkeleyca.gov. The subject line must denote the following: "RFP AS02-13-2023." The body of the e-mail must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 4.3. **Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to the BHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the BHA decides that any such entry has not changed the intent of the proposal that the BHA intended to receive, the BHA may accept the proposal and the proposal shall be considered by the BHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted System, registering and downloading these documents, each prospective Proposer that does so is thereby agreeing to confirm all notices that the BHA delivers to them as instructed, and by submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4. **Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the BHA, including but not limited to this RFP. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents and any future amendments.

- 4.5. **Supportive Documents.** By signing the Proposal Submittal Checklist form attached hereto as Attachment A, the Proposer is affirming that they agree to provide any documentation requested by the BHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review. If the BHA finds that a proposal is non-responsive or non-compliant with this RFP, written selection criteria and/or procedures, or applicable regulations, it will be rejected and returned to the Proposer with notification stating the reason for rejection. The BHA reserves the right to reject proposals at any time for misinformation, errors, or omissions of any kind, no matter how far they have been processed, in its sole and absolute discretion.
- 4.6. **Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7. **Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Berkeley and shall maintain such eligibility throughout the term of any contract awarded.
- 4.8. **Proposer's Responsibilities--Contact with the BHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RM only. Proposers must not make inquiry or communicate with any other BHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the BHA to not consider a proposal submittal received from any Proposer who may has not abided by this directive.
- 4.9. **Addenda:** All questions and requests for information must be addressed in writing to the RM. The RM will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. proposers or individuals that have obtained the RFP Documents). During the RFP solicitation process, BHA staff will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between the BHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.
- 4.10. **Recap of Attachments and Exhibits.** It is the responsibility of each Proposer to verify that they have downloaded the following attachments and exhibits

pertaining to this RFP, each of which are hereby incorporated herein by this reference:

Attachment /Exhibit	Description
A	Proposal Submittal Checklist
B	Form of Proposal
C	Form of Profile of Proposer
D	Scope of Services
E	Sample BHA Contract (Note: This contract is being given as a sample only. BHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)
F	Travel Accommodations Expense Requirements-Consultants
G	Additional Federal Requirements
H	If HUD funded, the HUD Forms 5369-A (Certification and Representation of Offerors Non-Construction), 5369-B (Instructions to Offerors Non-Construction) / [5369 Instructions for Bidders for Contracts (Construction)]
I	Conflict of Interest Information

5.0 PROPOSAL EVALUATION.

5.1. **Evaluation Factors.** The following factors will be utilized by the BHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal:

A. **Qualifications and Experience:**

Maximum Points: 20

As indicated under Part 5, the Proposer's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

B. **Proposed Approach:**

Maximum Points: 20

As indicated under Part 6, the Proposer's proposed approach to conducting the Scope of Work as noted in Attachment D, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

C. Customer Service:**Maximum Points: 10**

As indicated under Part 7, the Proposer's approach to customer service and coordination with the BHA.

D. Cost Analysis and Budget for Primary Services:**Maximum Points: 30**

As indicated under Part 8, the Proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs.

E. References:**Maximum Points: 10**

As indicated under Part 9, a comprehensive list of the Proposer's references for other public and private entities that it has provided with the same or similar services, and that BHA may contact, the result of which will be verified and scored accordingly by the BHA.

F. Lowest Overall Price:**Maximum Points: 10**

The Proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Proposers will each receive a percentage thereafter.

5.2. Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The BHA reserves the right to reject any proposals deemed by the BHA not minimally responsive (the BHA will notify such proposers in writing of any such rejection).

- B. **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The BHA anticipates that the BHA'S Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP ("Evaluation Committee"). **PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated RM is the only person at the BHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.**
- D. **Evaluation:** The selection criteria set forth in Section 5.1 herein will be used by BHA to rank and select proposals for this RFP. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.
- E. **Potential "Competitive Range" or "Best and Finals" Negotiations:** The BHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by the BHA in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range. The HUD Procurement Handbook can be accessed at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608.
- F. **Ties/Equal Bids:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- G. **Results of Evaluation:** Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etc.)

- H. **Proposal Protest:** Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the BHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (e.g. submitted an interest form, proposal, or questions, or attended a pre-bid meeting) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to BHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the BHA or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve BHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The BHA has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful Proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the RFP Manager or designee. The BHA'S Executive Director, or designee, shall issue a written decision on the matter. The BHA'S Executive Director, or designee, may, at his/her sole discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be submitted as outlined in Section 6.0.

6.0 APPEALS

- 6.1 **Submission.** All appeals shall be marked as follows and sent via e-mail the address listed below.

SUBJECT LINE: APPEAL OF BHA RFP 25-02.

EMAIL TO: wdaniels@berkeleyca.gov.

- 6.2 **Conflict of Interest.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the BHA Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on the BHA Evaluation Committee.

7.0 CONTRACT AWARD.

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

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the BHA, in hard copy, including an agreement to execute the standard BHA contract form. Accordingly, the BHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, the BHA shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, the BHA will forward the contract or a summary to BHA'S Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by the BHA'S Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

7.2. Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the BHA pursuant to this RFP:

- A. **Contract Form:** The BHA will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on the BHA'S form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that the BHA reserves the right to amend the BHA Sample Contract form as the BHA deems necessary). Please note that the BHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.
- B. **Assignment of Personnel:** The BHA shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the BHA believes that such change is in the best interest of the BHA and the completion of the contracted work.
- C. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed

pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of BHA'S Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of BHA'S Executive Director or designee, shall be void and may result in the cancellation of the contract with the BHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by BHA'S Executive Director or designee, in his/her sole and absolute discretion.

- D. **Contract Period:** The BHA anticipates that it will initially award a contract for the period of three (3) years with the option, at the BHA'S discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years.
- E. **Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:
- (1) **Insurance:** 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 performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
 - **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
 - **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.

- **Workers' Compensation: As required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.**
- **Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.**
- **IF APPLICABLE: Cyber Liability Insurance: Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing BHA data subject to privacy regulations under Federal or state law, including but not limited to PII,**

PCI, and PHI, providing software, or accessing BHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability: Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.**
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the BHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the BHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data

and/or information “property” of the BHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, BHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by BHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

- (2) **Additional Insured Status:** The Berkeley Housing Authority and its affiliates, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (BHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- (3) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects BHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by BHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to BHA.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared and approved by BHA. BHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or BHA.

- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to BHA.
 - (7) **Verification of Coverage:** Consultant shall furnish BHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. BHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
 - (8) **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
 - (9) **Notification of claims:** The Proposer agrees to notify BHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
 - (10) **Special Risks or Circumstance:** BHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
- F. **If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.**
- G. **All Proposers shall be eligible to conduct business in the State of California and the City of Berkeley and shall provide evidence of such eligibility if requested by BHA.**
- 7.3. Right to Negotiate Final Fees.** The BHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the BHA'S discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the BHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, the BHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The BHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are

addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

- 7.4 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 7.5. **Attachments.** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

Authorization to Distribute:

Vanessa Cooper, Executive Director

Date

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
	Part 1 Proposal Submittal Checklist (Attachment A)
	Part 2 Form of Proposal (Attachment B)
	Part 3 Profile of Proposer Form (Attachment C)
	Part 4 Cover Letter
	Part 5 Qualifications and Experience
	Part 6 Proposed Approach
	Part 7 Customer Service
	Part 8 Cost Analysis and Budget for Primary Services
	Part 9 References
	Part 10 Other Company Information (Optional)
	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

PROPOSER'S STATEMENT

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the BHA discovers that any information entered herein to be false, such shall entitle the BHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the BHA, including an agreement to execute the BHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the BHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the BHA with the services described herein for the fee(s) entered herein.

Signature	Date	Printed Name/Title	Company
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ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

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

(2) Name of Proposer: _____ Telephone: _____ Fax: _____
 E-Mail: _____

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

(4) 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).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

(7) Federal Tax ID No.: _____

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

(9) Worker’s Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(10) General Liability Insurance Carrier:

Policy No.: _____ Expiration Date: _____

(11) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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 Berkeley 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.

(19) 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.

(20) 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.

(21) 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.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the BHA?

- Yes No

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

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

(24) 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 BHA or any person interested in the proposed contract; and that all statements in said bid are true.

(25) 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 BHA discovers that any information entered herein is false, that shall entitle the BHA to not consider nor make award or to cancel any award with the undersigned party.

Signature:

Printed Name:

Title:

Company:

Date:

ATTACHMENT D**“Scope of Services”****PURPOSE OF THE RFP**

The objective of this Request for Proposals (RFP) is to seek proposals from qualified firms or individuals who can provide a range of technology services to The Berkeley Housing Authority (BHA). The successful vendor must be able to begin September 1, 2023 and commit to a minimum of a 12-month engagement.

The preference is for one individual or company to provide the full scope of services requested under this RFP. However, consideration will be made for collaborative proposals from multiple firms or individuals if one firm or individual serves as the project manager/lead for this contract.

Proposals are due to BHA no later than 12:00 p.m. on January 5, 2026. The most highly qualified firms/individuals may be requested to participate in an interview in Berkeley to be scheduled during January 2026 or this interview may be virtually completed at the discretion of the BHA. The BHA will not reimburse vendors for the cost of proposal preparation, including the required in-person interview. BHA reserves the right not to award a contract for this solicitation. All proposals received remain the property of BHA.

Telephone and Computer System Hardware

BHA'S main telephone system is a VOIP system including a video and fax platform for each employee with either a headset or handset. In addition, there are approximately 30 smart phones issued to staff. There may be some hardware and software support required for these users.

The BHA has approximately 15 employees and about 100% of the employees have a personal computer with desktop printers or scanners. They may have have laptops with docking stations as their primary computer. The agency has some conference phones and fax machines with landlines. The selected IT services provider may need to support all the standard office equipment that is onsite or may be purchased.

All copy machines are under maintenance contracts; however, the selected IT services provider should be able to add new users, troubleshoot connection problems, network the copiers as needed to the domain, etc.

Server Hardware and Operating Systems

BHA may have servers and accessories on site. These are backed up to the cloud. It also utilizes numerous on-line SAAS systems.

Software

Software, other than operating systems, includes:

- **Yardi Voyager V7S (cloud-based) for finance/housing functions.** Yardi provides ongoing support and maintenance, but some interaction may be necessary when changing systems or adding hardware. Also, users may need downloads installed on desktops for certain applications.
- **Laserfiche.** This software is on an onsite server and is used for storage, indexing, and retrieval of scanned documents. The BHA has a contract with ECS Imaging, Inc. for software maintenance, but some interaction may be necessary for server maintenance with this program.
- **All PCs are Windows based and have Microsoft Office ranging from 2013 to the current version through Office365.** There are also approximately 40 laptops used as desktops or assigned to staff to work off-site through a VPN connection.
- **The BHA also has Outlook e-mail and maintains its own website.**

Some users have programs unique to their PCs (e.g., Adobe Acrobat, MS Project).

Scope of Work

The BHA requires the services of an Information Technology (IT) consultant that will provide the following services but not limited to :

1. **Endpoint management, monitoring, & patching**
2. • **Network management (firewalls, switches, WAPs)**
3. • **Backup and disaster recovery systems**
4. • **Cybersecurity protection, threat monitoring, incident response**
5. • **Phone system support (Teams Phone)**
6. • **Asset management, onboarding/offboarding**
7. • **Quarterly IT planning & reporting**
8. **Advice Services.** Provide expertise and consulting on technology issues related to but not limited to, Support for BHA software: Yardi, Emphasys Elite, Laserfiche, DocuSign, Adobe the, Comcast, and Microsoft Office Suite / 365 administration, licensing, security & MFA enforcement contracts in the areas meaningful use, including interface development. BHA'S IT consultant will serve as technology advisor to understand, communicate and propose solutions to BHA management and staff to optimize their ability to function efficiently and effectively in all IT matters.
9. **Ongoing Maintenance/Troubleshooting Services.** Provide on-site hands-on assistance with PCs and other equipment. Some troubleshooting may be accomplished via phone, e-mail or remote services.
10. **Help Desk Functions.** Helping staff with daily IT challenges for most systems used by the BHA including e-mail, internet, hardware issues, and phone systems. Possible on-site day will be required, but business needs may require more on-site visits. (remote & onsite).

- 11. Setup Services.** Set up new desktops for use, including installing all necessary software, installing printers, creating online shortcuts, etc.
- 12. Server Maintenance.** Provide server maintenance, which may include monitoring backups, installing patches, upgrades, and replacements.
- 13. Regularly Scheduled Backups.** Perform back-ups of onsite machines to the cloud.
- 14. Other IT Services** such as software training on specified software or assistance in developing a disaster recovery plan. Also, if the vendor can offer discount pricing for hardware or software, the BHA may purchase through the IT vendor.

Proposals can include pricing on a per-hour basis for the above functions. Proposers may also include a proposal for an all-inclusive IT option but should clearly outline services provided in the “all inclusive” option, for example, 24-hour monitoring of IT resources and list any services that would require additional fees.

EXHIBIT E

“Sample BHA Contract”

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this ____ day of _____, 2023 ("Effective Date"), by and between The Berkeley Housing Authority, a public body corporate and politic (hereinafter referred to as "BHA"), and _____, a _____ whose address is _____, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. BHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, BHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. BHA has determined that it requires professional services for _____.

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

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

F. BHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

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

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on _____, 2023 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

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

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and BHA relies upon this representation. Consultant shall perform to the satisfaction of BHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to BHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

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

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

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

3. COMPENSATION TO CONSULTANT.

3.1 BHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by BHA to Consultant for the services provided herein shall not exceed [SPELL OUT] (\$_____.00), including all expenses ("Contracted Amount"). BHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and BHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by BHA pursuant to Paragraph 4 below. Consultant shall invoice BHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to BHA by Consultant. BHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by BHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the BHA'S vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: _____

(____) _____ - _____

Email: _____

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

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

4. ALTERATION OR CHANGES TO THE AGREEMENT.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

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

5. INSPECTION OF SERVICES.

All performances under this Agreement shall be subject to inspection by BHA. Consultant shall provide adequate cooperation to BHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, BHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to BHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, BHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if

applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. BHA may also terminate this Agreement for default and charge to Consultant any costs incurred by BHA because of Consultant's failure to perform.

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

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

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

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of BHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which BHA'S employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold BHA harmless from any and all claims that may be made against BHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of BHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

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

9. **NON-DISCRIMINATION.**

Consistent with BHA'S policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of

ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless BHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (BHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of BHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to BHA the appropriate form of dismissal relieving BHA from any liability for the action or claim involved.

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

10.4 BHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by BHA, or the deposit with BHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the BHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and

expense. the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish BHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

A. WAIVER OF SUBROGATION:

Consultant hereby grants to BHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against BHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether BHA has received a waiver of subrogation endorsement from the Insurer.

B. FAILURE TO SECURE:

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, BHA 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.

C. SUFFICIENCY OF INSURANCE:

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

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

Consultant agrees to notify BHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. CONFLICT OF INTEREST.

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

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform BHA of

all Consultant's interests, if any, which are or may be perceived as incompatible with the BHA'S interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

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

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

13. PROHIBITION AGAINST ASSIGNMENTS.

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of BHA. 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 BHA 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 BHA by Consultant.

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

14. SUBCONTRACTOR APPROVAL.

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

15. PERMITS AND LICENSES.

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

16. REPORTS.

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

All Reports prepared by Consultant may be used by BHA 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 BHA projects as appropriate.

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

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

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

17. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by BHA 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 BHA or its designees to such books and records at proper times; and gives BHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

19. **NO SMOKING, DRINKING OR RADIO USE.**

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

20. **TERMINATION.**

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

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

20.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of BHA, then BHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by BHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days

after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from BHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, BHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the BHA. In such case, BHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to BHA for any reasonable additional costs incurred by BHA to revise work for which BHA has compensated Consultant under this Agreement, but which BHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, BHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, BHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by BHA in determining whether to enter into future agreements with Consultant.

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

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

21. FORCE MAJEURE.

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. COMPLIANCES.

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

23. GOVERNING LAW; SEVERABILITY.

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from BHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with BHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

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

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees 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 BHA nor have any contractual relationship with BHA. 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 BHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

28.3. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

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

29. **WAIVER.**

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

30. **CAPTIONS.**

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

31. **ADMINISTRATION.**

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

32. **GENERAL.**

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable BHA policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by BHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients

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

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

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

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

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or BHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and

supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

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

33.13 **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

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

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

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

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

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

- i. **Exhibit A – Scope of Services**
- ii. **Exhibit B – Fee Schedule**
- iii. **Exhibit C – Insurance Requirements for Consultants**
- iv. **Exhibit D – Copy of RFP No. _____.**
- v. **Exhibit F – Copy of consultant's Proposal/Response to RFP No. _____, submitted to the BHA**
- vi. **Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.**

ATTACHMENT F**“Travel Accommodations Expense Requirements-Consultants”**

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (BHA). Only necessary and reasonable business expenditures will be reimbursed. Costs for transportation, lodging, meals, and incidental expenses deemed reasonable as compared to the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the U.S. General Services Administration, for travel in the contiguous 48 United States

Any Consultant who incurs business expenses on behalf of BHA 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 BHA 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 meet or exceed the minimums required in the RFP.

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 BHA. 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 BHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

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

Non-reimbursable Expenses

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

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

ATTACHMENT G

“Additional Federal Requirements”

Not Applicable.

ATTACHMENT H – HUD FORMS

Required if federal funds are to be used: Construction:

HUD-5369. Not Applicable.

Non-Construction:

HUD-5369-A: [5369-a \(hud.gov\)](https://www.hud.gov/5369-a)

HUD-5369-B: [5369-B.PDF \(hud.gov\)](https://www.hud.gov/5369-B.PDF)

ATTACHMENT I

Conflict of Interest Form available at: https://form.alamedahsq.org/Forms/A4Gpo_

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA CONFLICT OF
INTEREST CERTIFICATION**

PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS

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

PART I. CONFLICT OF INTEREST

1. In accordance with HUD regulations (24 CFR §§ 570.611,982.161), neither the BHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:
 - (1) Any present or former member or officer of the BHA (except a participant commissioner) or their immediate family member or business associate;
 - (2) Any employee of the BHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
 - (4) Any member of the Congress of the United States.

2. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. "Immediate family member" includes spouses, parents, siblings, and children.
4. "Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by BHA.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to BHA and HUD.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST

1. In order to ensure the best interests of the BHA in its contractual relationships and comply with state and federal conflict of interest laws, the BHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - a. Award of the contract may result in an unfair competitive advantage;
 - b. The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;
 - c. BHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
2. Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:
 - a. being given an unfair competitive advantage;
 - b. being able to render impartial, technical sound, and objective assistance or advice; and/or
 - c. any BHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.

3. The Bidder/Proposer/Vendor must disclose all relevant information and request the BHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.
4. The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the BHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The BHA may, however, terminate the contract for the convenience of BHA if it would be in the best interest of BHA, or if required to comply with local, state and federal laws and regulations.
5. In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the BHA, the BHA may terminate the contract for default.
6. The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.
7. As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
8. No award shall be made until the disclosure or certification has been evaluated by the BHA.
9. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor.
10. If the BHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the BHA in its sole and absolute discretion.

PART III. WARRANTY & REPRESENTATION OF NON-COLLUSION

1. Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA

- official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.
2. Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.
 3. Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA CONFLICT OF
INTEREST CERTIFICATION**

PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR

- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.
- The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the BHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any BHA official, officer, employee, or immediate family member or business associate of any BHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any BHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.
- The Bidder/Proposer/Vendor has disclosed the following (by submitting an online form at: <https://form.alamedahsg.org/Forms/A4Gpo>):
 - (a) Any current or prior personal relationships with BHA current or former official, officer or employee or their immediate family member or business associate
 - (b) Any current or prior business or financial relationships with BHA current or former official, officer or employee or their immediate family member or business associate
 - (c) Any current or prior relationship with BHA current or former official, officer or employee or their immediate family member or business associate
 - (d) If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts

concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder.