



# Request for Proposal for CCTV Security Cameras and Remote Guard Monitoring

MOSLEY AND MABUHAY LP, LAKEHURST AND MOSLEY LP,  
MABUHAY AND LAKEHURST LP  
(NORTH HOUSING BLOCK A LP'S)  
701 ATLANTIC AVENUE  
ALAMEDA, CALIFORNIA 94501

Request for Proposal Issued: June 28, 2024  
Exhibit E & F Updated: July 1, 2024

Deadline for Submitting Proposal: July 29, 2024

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ALAMEDA, CALIFORNIA 94501

**REQUEST FOR PROPOSAL FOR SECURITY CAMERAS AND REMOTE GUARD  
MONITORING**

**SECTION I. GENERAL INFORMATION**

***PURPOSE OF THE RFP***

The objective of this Request for Proposal (RFP) is to seek proposals from qualified providers who are interested in providing CCTV camera equipment installation and remote guard monitoring at The Estuary I & II, located at 500 & 520 Mosley Avenue, respectively, and Linnet Corner, located at 2000 Lakehurst Circle, in the city of Alameda California.

***BACKGROUND***

Island City Development (ICD) is a California non-profit public benefit corporation. Island City Development was created in 2014 to serve as the nonprofit developer for the Housing Authority of the City of Alameda (AHA). ICD's directors and officers have been appointed by the Executive Director of AHA. To date, ICD has participated in the development of four properties financed by the Low-Income Housing Tax Credit program (LIHTC), totaling 175 units of affordable housing. Three of these are self-developed. One property is under construction, three properties have stabilized occupancy, and no properties are in default or noncompliance status. Island City Development is the Sole Manager of the Managing General Partners of the North Housing Block A LP's.

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

The AHA currently administers subsidized rent programs throughout the City of Alameda funded by the U.S Department of Housing and Urban Development (HUD), including a Housing Choice Voucher program which is currently serving over 1,500 low-income households. The Housing Authority of the City of Alameda and its affiliates Island City Development and Alameda Affordable Housing Corporation own and operate over 600 units of affordable rental housing in various apartment complexes and condominiums throughout the City of Alameda. In addition to these properties, AHA owns the land and

has a ground lease with six additional properties. AHA is also a special limited partner in two LIHTC properties with two separate regional nonprofit development partners.

**IMPORTANT DATES FOR THE RFP**

<p>NH Block A LP's CONTACT PERSON ("RFP MANAGER" OR "RM"):</p>	<p>Sylvia Martinez, Director of Housing Development E-MAIL: <a href="mailto:smartinez@alamedahsg.org">smartinez@alamedahsg.org</a> PHONE: 510-747-4343</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS:</p>	<p>ONLINE AT: <a href="https://www.islandcitydevelopment.org/procurements/">https://www.islandcitydevelopment.org/procurements/</a> OR VIA E-MAIL FROM NORTH HOUSING BLOCK A LP'S CONTACT PERSON LISTED ABOVE.</p>
<p>OPTIONAL Q&amp;A SESSION USE THE SUBJECT LINE "06282024 SECURITY NHBA RFP – Q&amp;A" TO SUBMIT ANY QUESTIONS YOU MAY WANT ANSWERED AT THIS MEETING</p>	<p><b>JULY 15<sup>TH</sup> FROM 2-3 PM (PST)</b> RingCentral Meeting Link: <a href="https://v.ringcentral.com/join/115009879?pw=cf66803a9d218427438007d0540e8da4">https://v.ringcentral.com/join/115009879?pw=cf66803a9d218427438007d0540e8da4</a> Meeting ID: 115009879 Password: gAp6JpHPhd</p>
<p>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO NORTH HOUSING BLOCK A LP'S CONTRACT LANGUAGE OR SCOPE OF SERVICE:</p>	<p><b>JULY 15<sup>th</sup>, 2024, AT 5 P.M.</b> RESPONSES TO QUESTIONS WILL BE POSTED ON THE ICD WEBSITE WITHIN THREE (3) BUSINESS DAYS.</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</p>	<p>PER INSTRUCTIONS WITHIN SECTION 4.0 OF THIS RFP DOCUMENT, SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL TO NORTH HOUSING BLOCK A LP'S BY THE DUE DATE.</p>
<p>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</p>	<p><b>[July 29, 2024 AT 4:00 P.M.</b> PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY July 29, 2024 at 4 P.M. to the project manager with a copy to Jocelyn Layte at <a href="mailto:jlayte@alamedahsg.org">jlayte@alamedahsg.org</a>. Subject of the email should be labeled "06282024 Security NHBA RFP Proposal by [Respondent's name]."</p>
<p>NOTE: NORTH HOUSING BLOCK A LP'S 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: <a href="https://www.islandcitydevelopment.org/procurements/">https://www.islandcitydevelopment.org/procurements/</a></p>

**IMPORTANT INFORMATION ABOUT THE RFP**

NORTH HOUSING BLOCK A LP'S reserves the right to modify this schedule at our discretion. Notification of changes in connection with the RFP as well as answers to questions posed by Respondents will be made available to all interested parties via our website.

NORTH HOUSING BLOCK A LP'S reserves the right to take the following actions, to:

- Require a Respondent to submit additional data, discuss the qualifications, or to make a presentation of the qualifications.
- Solicit information from any available source concerning any aspect of the qualifications.
- Conduct interviews via phone or in person.
- Check references and contact any current or past users of the Respondent's services.
- Conduct credit and LexisNexis checks.
- Waive any or all minor informalities or irregularities.
- Reject any qualifications.
- Reject all qualifications.
- Terminate this RFP.
- Negotiate with all qualified and approved Respondents, which might result in revisions to qualifications.
- Award a contract based solely on the proposals received without further discussion with
- the Respondent. Proposals submitted, therefore, should reflect the most favorable terms from a cost/benefit standpoint.
- Enter into serial or multiple contracts with the winning Respondent(s).
- Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the ICD President.

Respondents are advised to be as complete as possible in their responses. Any materials submitted by Respondents that is considered confidential must be clearly marked as such. NORTH HOUSING BLOCK A LP'S and its representatives are not responsible for any errors or omissions in these specifications.

NORTH HOUSING BLOCK A LP'S will reject the proposals of any Respondent who is debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing agencies and other HUD grantees.

In submitting a response, the Respondent acknowledges that NORTH HOUSING BLOCK A LP'S shall not compensate the Respondent for any submission or contract negotiation costs, including cost of preparation, appearances for interviews, and/or travel expenses. The Respondent assumes all responsibility for submission of proposals and meeting of required deadlines.

### **ICD RESERVATION OF RIGHTS**

1. Right to Reject, Waive or Terminate the RFP. NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S to be in its best interests.
3. Right Not to Award.
4. NORTH HOUSING BLOCK A LP'S reserves the right not to award a contract pursuant to this RFP.
5. Right to Terminate. NORTH HOUSING BLOCK A LP'S 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).
7. Right to Determine Time and Location. NORTH HOUSING BLOCK A LP'S reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
9. Right to Determine Financial Responsibility and Viability. NORTH HOUSING BLOCK A LP'S reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as NORTH HOUSING BLOCK A LP'S determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
11. Right to Retain Written Proposals. NORTH HOUSING BLOCK A LP'S reserves the right to retain all written proposals submitted to NORTH HOUSING BLOCK A LP'S 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. NORTH HOUSING BLOCK A LP'S 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.
13. Right to Negotiate Fees. NORTH HOUSING BLOCK A LP'S reserves the right to negotiate the fees proposed by the successful Proposer.
15. No Obligation to Compensate. NORTH HOUSING BLOCK A LP'S shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
17. Right to Amend Prior to Award. NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S's website <http://www.islandcitydevelopment.org/procurements/> ("System"). Such changes

that are issued before the bid submission deadline shall be binding upon all prospective bidders. NORTH HOUSING BLOCK A LP'S also reserves the right to amend the form of standard NORTH HOUSING BLOCK A LP'S contract any time prior to contract execution.

19. Right to Reject Any Proposal. NORTH HOUSING BLOCK A LP'S 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.

21. Right to Prohibit Further Participation. NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S, but not the Proposer, of any responsibility pertaining to such issue.

23. 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.).

**24. NORTH HOUSING BLOCK A LP'S RESERVATION OF RIGHTS AND DEBARMENT**

a. NORTH HOUSING BLOCK A LP'S reserves the right to reject any or all proposals, to waive informalities and irregularities in the RFP process, or to terminate the RFP process at any time, if deemed to be in the best interests of NORTH HOUSING BLOCK A LP'S. NORTH HOUSING BLOCK A LP'S reserves the right not to award a contract pursuant to this RFP.

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



## **GENERAL REQUIREMENTS**

All work is to be performed in accordance with all applicable professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statutes. The selected respondent will perform only work which is authorized by NORTH HOUSING BLOCK A LP'S.

All documents produced under contract to the NORTH HOUSING BLOCK A LP'S must be submitted in a format to which both parties agree. All documents and products created by the selected respondent and any sub-contractors shall become the exclusive property of NORTH HOUSING BLOCK A LP'S.

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

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

The sites discussed in this bid are active construction sites and should not be entered at any time.

## **SELECTION CRITERIA**

The criteria and process for determining the selection of the successful Respondent(s) is at the sole and absolute discretion of NORTH HOUSING BLOCK A LP'S. Proposals containing the requested information will serve as the primary basis for final selection, supplemented by other means as described in this RFP.

All proposals will be reviewed by NORTH HOUSING BLOCK A LP'S based on the evaluation criteria contained in this RFP. NORTH HOUSING BLOCK A LP'S will select the top Respondent(s) based upon the evaluation of the proposals and the fees/terms proposed (not necessarily the lowest pricing/bidder).

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

## **APPEALS**

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

SUBJECT LINE: APPEAL OF RFP “06132024 Security NHBA RFP Proposal by [Respondent’s name].”

EMAIL TO: Sylvia Martinez, Director of Housing Development, [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org) with a copy to Jocelyn Layte, Housing Development Specialist, [jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org) .

**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 NORTH HOUSING BLOCK A LP’S Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on NORTH HOUSING BLOCK A LP’S Evaluation Committee.

## **SECTION II. PROPOSAL SUBMISSION REQUIREMENTS**

Respondents who wish to provide CCTV camera equipment and remote guarding services at the North Housing Properties (The Estuary I & II, and Linnet Corner) should prepare and submit an effective, clear, and concise proposal. E-mail submission must contain “06132024 Security NHBA RFP - proposer name.” in the subject line. The deadline for delivery and delivery locations are described above.

Corrections or modifications received after the specified proposal submittal date will not be accepted. All proposals, including attachments and supplementary materials will become the property of the NORTH HOUSING BLOCK A LP’S and will not be returned to the Respondents.

Proposals will not be opened publicly. Once the NORTH HOUSING BLOCK A LP’S has completed its review of the proposals and a decision has been made on whether to award a contract to which Respondents, this information will be recorded, and this document will become a public record.

Proposals must include the following minimum information:

### **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.

## ***PROPOSAL FORMAT***

### **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 NORTH HOUSING BLOCK A LP'S 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 the public disclosure of proposal provided in Section I.

### **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.

- How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
- How many people in total are employed by your company? Delineate between employees and consultants.
- 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:

- Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.
- 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.
- Please include any comments to the attached proposed contract. Comments and changes may not be accepted at a later date.

### **Part 7 – Customer Service:**

In the event of a problem, who is to be contacted within your organization?  
In the event of the identification of a problem by NORTH HOUSING BLOCK A LP'S, describe how you will address such problems and the timeframe for addressing them.

### **Part 8 – Cost Analysis and Budget for Primary Services:**

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 Exhibit 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

NORTH HOUSING BLOCK A LP'S's Travel procedures, included as Attachment I.

- 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 of other public and private entities that it has provided these same or similar services, that must include one permanent supportive housing reference.

### **Part 10 – Other Company Information (Optional):**

The Proposer may include hereunder any other general information that it believes is appropriate to assist NORTH HOUSING BLOCK A LP'S in its evaluation. Additional information is limited to pages.

### **Part 11 – Conflict of Interest Information**

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

**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.

### **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 Sylvia Martinez at [Smartinez@alamedahsg.org](mailto:Smartinez@alamedahsg.org) with a copy to Jocelyn Layte at [Jlayte@alamedahsg.org](mailto:Jlayte@alamedahsg.org). The subject line must denote the following: "06282024 SECURITY NHBA RFP." 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.

### **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 NORTH HOUSING BLOCK A LP'S by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, NORTH HOUSING BLOCK A LP'S decides that any such entry has not

changed the intent of the proposal that NORTH HOUSING BLOCK A LP'S intended to receive, NORTH HOUSING BLOCK A LP'S may accept the proposal and the proposal shall be considered by NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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.

### **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 NORTH HOUSING BLOCK A LP'S, 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.

### **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 NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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. NORTH HOUSING BLOCK A LP'S 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.

### **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.)

**Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Alameda.

**Proposer's Responsibilities--Contact with NORTH HOUSING BLOCK A LP'S:**

It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RFP MANAGER contact only. Proposers must not make inquiry or communicate with any other NORTH HOUSING BLOCK A LP'S, AHA, ICD 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 NORTH HOUSING BLOCK A LP'S to not consider a proposal submittal received from any Proposer who may has not abided by this directive.

**Addenda.**

All questions and requests for information must be addressed in writing to the RFP MANAGER (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, NORTH HOUSING BLOCK A LP'S staff will NOT conduct any ex parte (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between NORTH HOUSING BLOCK A LP'S and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.

**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:

<b>Attachment /Exhibit</b>	<b>Description</b>
<b>A</b>	Proposal Submittal Checklist
<b>B</b>	Form of Proposal
<b>C</b>	Form of Profile of Proposer
<b>D</b>	Scope of Services
<b>E</b>	Narrative Description of Properties
<b>F</b>	Architectural Drawings
<b>G</b>	Low Voltage Plans
<b>H</b>	References Form

<b>I</b>	Travel Accommodations Expense Requirements-Consultants
<b>J</b>	Additional Federal Requirements
<b>K</b>	If HUD funded, the HUD Forms 5369-A , 5369-B ( Non Construction) , 5370 (Construction)
<b>L</b>	Conflict of Interest Certification
<b>M</b>	Sample Services Contract (Note: This contract is being given as a sample only. NORTH HOUSING BLOCK A LP’S 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)

**PHASED TIMELINE:**

<b>PROJECT MILESTONE</b>	<b>DATES (estimated)</b>
Proposals Due	<b>7/29/24</b>
Final selection and contracting	<b>8/26/24</b>
Installation of camera equipment at Estuary I, and Linnet Corner	<b>6/2025-7/2025</b>
Review and approval of procedures protocol; monitoring contract signed	<b>1/2025-3/2025</b>
Remote guard monitoring begins at Estuary I and Linnet Corner	<b>6/2025 – 7/2025</b>
Installation at Estuary I; monitoring at Estuary II	<b>TBD</b>

**NORTH HOUSING BLOCK A LP’S BREAK DOWN:**

The Estuary I  
 500 Mosley Avenue, Alameda, CA 94501  
 Lakehurst and Mosley LP  
 Island City Development (Sole manager)

The Estuary II  
 520 Mosley Avenue, Alameda, CA 94501  
 Mosley and Mabuhay LP  
 Island City Development (Sole manager)

Linnet Corner  
 2000 Lakehurst Circle, Alameda, CA 94501  
 Mabuhay and Lakehurst LP  
 Island City Development (Sole manager)

For more information on these buildings and population served, see Exhibit E.

**SECTION III. SELECTION PROCESS**



## ***EVALUATION***

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

### **EVALUATION FACTORS:**

The following criteria will be utilized to evaluate each submission:

The following factors will be utilized by NORTH HOUSING BLOCK A LP'S 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: 35

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 particularly permanent supportive housing clients.

B. **Proposed Approach:**

Maximum Points: 25

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

the Proposer's approach to customer service and coordination with the NORTH HOUSING BLOCK A LP'S.

D. **Cost Analysis and Budget for Primary Services:**

Maximum Points: 15

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: 15

a comprehensive list of the Proposer's references for other public and private entities that it has provided these same or similar services, that must include one permanent supportive housing reference, and that NORTH HOUSING BLOCK A LP'S may contact, the result of which will be verified and scored accordingly by NORTH HOUSING BLOCK A LP'S.

### EVALUATION METHODS

- A. Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). NORTH HOUSING BLOCK A LP'S reserves the right to reject any proposals deemed by NORTH HOUSING BLOCK A LP'S not minimally responsive (NORTH HOUSING BLOCK A LP'S will notify such proposers in writing of any such rejection).
- C. 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.
- D. Evaluation Committee: NORTH HOUSING BLOCK A LP'S anticipates that NORTH HOUSING BLOCK A LP'S'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 NORTH HOUSING BLOCK A LP'S 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.
- E. Evaluation: The selection criteria set forth in Section 5.1 herein will be used by NORTH HOUSING BLOCK A LP'S 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.
- F. 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.)

- G. 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 NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. NORTH HOUSING BLOCK A LP'S 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. NORTH HOUSING BLOCK A LP'S's Executive Director, or designee, shall issue a written decision on the matter. NORTH HOUSING BLOCK A LP'S'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.

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

NORTH HOUSING BLOCK A LP'S intends to retain the successful respondent(s) pursuant to a "Best Value" basis, not a "Low Costs" basis. Best Value in that NORTH HOUSING BLOCK A LP'S will consider other factors described above in making the award decision.

NORTH HOUSING BLOCK A LP'S will be the sole and exclusive judge of quality and compliance with proposal requirements. The NORTH HOUSING BLOCK A LP'S reserves the right to award one or more contracts in any manner it deems to be in the best interest of the NORTH HOUSING BLOCK A LP'S and make the selection(s) based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the respondents. the vendor will be contracted individually by each LP for each building.

This RFP is a solicitation and not an offer to contract. NORTH HOUSING BLOCK A LP'S reserves the right to issue clarifications and other directives concerning this RFP, to require clarification or further information with respect to any qualifications received, and to determine the final scope and terms of any contract for services, and whether to enter any contract.

## **SECTION IV. TERMS AND CONDITIONS**

### ***WITHDRAWAL OF RFP:***

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

### ***RFP COSTS:***

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

### ***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 NORTH HOUSING BLOCK A LP'S, in hard copy, including an agreement to execute the standard NORTH HOUSING BLOCK A LP'S contract form. Accordingly, NORTH HOUSING BLOCK A LP'S has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, NORTH HOUSING BLOCK A LP'S shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, NORTH HOUSING BLOCK A LP'S will forward the contract or a summary to NORTH HOUSING BLOCK A LP'S's Board of Directors 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 Directors, 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 NORTH HOUSING BLOCK A LP'S's Board of Directors, then the contract will be executed by the Executive Director or Designee.

**CONTRACT CONDITIONS:**

The following provisions are considered mandatory conditions of any contract award made by NORTH HOUSING BLOCK A LP'S pursuant to this RFP:

- A. **Contract Form:** NORTH HOUSING BLOCK A LP'S will not normally execute a contract on the successful Proposer's form. Contracts will only be executed on NORTH HOUSING BLOCK A LP'S's form (please see the Sample Contract under Attachment N), and by submitting a proposal the successful Proposer agrees to do so (please note that NORTH HOUSING BLOCK A LP'S reserves the right to amend NORTH HOUSING BLOCK A LP'S Sample Contract form as NORTH HOUSING BLOCK A LP'S deems necessary). Please note that NORTH HOUSING BLOCK A LP'S 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:** NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S believes that such change is in the best interest of NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S'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 NORTH HOUSING BLOCK A LP'S's President or designee, shall be void and may result in the cancellation of the contract with NORTH HOUSING BLOCK A LP'S, 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 NORTH HOUSING BLOCK A LP'S President or designee, in his/her sole and absolute discretion.

- D. Contract Period: NORTH HOUSING BLOCK A LP'S anticipates that it will initially award a contract for the period of three (3) years or the Services completion date, whichever comes first, with the option, at NORTH HOUSING BLOCK A LP'S'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:

**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 NORTH HOUSING BLOCK A LP'S data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP’S in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of NORTH HOUSING BLOCK A LP’S 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 NORTH HOUSING BLOCK A LP’S 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, NORTH HOUSING BLOCK A LP’S requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by NORTH HOUSING BLOCK A LP’S are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant’s insurance broker to determine adequate coverage for Consultant.

- **Additional Insured Status:** The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (NORTH HOUSING BLOCK A LP’S), 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 NORTH HOUSING BLOCK A LP’S, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by NORTH HOUSING BLOCK A



LP'S, 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 NORTH HOUSING BLOCK A LP'S.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by NORTH HOUSING BLOCK A LP'S. NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S.
- **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 NORTH HOUSING BLOCK A LP'S.
- **Verification of Coverage:** Consultant shall furnish NORTH HOUSING BLOCK A LP'S 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. NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S 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:** NORTH HOUSING BLOCK A LP'S reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

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.

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 NORTH HOUSING BLOCK A LP'S.

***RIGHT TO NEGOTIATE FINAL FEES.***

NORTH HOUSING BLOCK A LP'S 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 NORTH HOUSING BLOCK A LP'S's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after NORTH HOUSING BLOCK A LP'S has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, NORTH HOUSING BLOCK A LP'S shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. NORTH HOUSING BLOCK A LP'S 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).

**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.

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

**CONTRACT TERM:**

The Scope of Work procured under this solicitation shall be completed by **December 1, 2026**, with monitoring from three to five years, as contracted.

Housing Authority Contacts:

The designated individual responsible for coordination of the RFP is Sylvia Martinez, Director of Housing Development. Any technical questions relating to this RFP should be directed to Sylvia Martinez, Director of Housing Development via email at [smartinez@alamedahsq.org](mailto:smartinez@alamedahsq.org). Ms. Martinez will be responsible for administering the contract after the award is made.

Authorization to Distribute:

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Sylvia Martinez, Director of Housing Development      Date

EXHIBITS ATTACHED:

- EXHIBIT A Proposal Submittal Checklist
- EXHIBIT B Form of Proposal
- EXHIBIT C Form of Profile of Proposer
- EXHIBIT D Scope of Services
- EXHIBIT E Narrative Description of Properties
- EXHIBIT F Architectural Drawings
- EXHIBIT G Low Voltage Plans
- EXHIBIT H Proposed Fee Schedule
- EXHIBIT I References Form
- EXHIBIT J Travel Accommodations Expense Requirements-Consultants
- EXHIBIT K Additional Federal Requirements
- EXHIBIT L Conflict of Interest Information
- EXHIBIT M Sample Contract (Note: This contract is being given as a sample only.)

**EXHIBIT 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:

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

**EXHIBIT 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 AHA 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:** [Example pricing table below – 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]

Respondent to include breakdown of all fees and costs associated with the scope of work.

DESCRIPTION	QTY	UNIT MEASURE	FEE FY 2024	FEE FY 2025	FEE FY 2026	FEE FY 2027
Design Fee						
Materials Fee						
Labor and Services Fee						
Any Additional Fees (list)						
Monitoring fee per camera						
Monitoring fee for initial scope						
Monitoring fee for proposed alternate scope						
Inflation factor for Years 2-5 for monitoring						
<b>TOTAL PROPOSED FEES \$</b>						

[SIGNATURES ON FOLLOWING PAGE]

**EXHIBIT B Form Proposal Signature Page:**

By signing, I confirm that the installation costs include state prevailing wages.

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Date Company

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Print Name Signature

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Office Phone Mobile Phone Email Address

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Business Address

### EXHIBIT C: Form 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 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 AHA?

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:

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

EXHIBIT C PROFILE OF PROPOSER SIGNATURE PAGE

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D: Scope of Services

Island City Development has two permanent supportive housing (PSH) projects and one senior housing project coming online. NORTH HOUSING BLOCK A LP'S (owned by Island City Development) are procuring for safer and more efficient security options to ensure resident safety and security. While the population of PSH are typically higher in need (often chronically homeless and living with a disability), the type and level of security required is often contingent on the location and layout of the development. Security options involve remote monitoring of properties by an off-site team using smart cameras and technologies. Systems provided for the bid should be cloud based and allow the client to access the feed from anywhere, such as on a mobile phone or desktop. Property Management will be monitoring the live feeds during business hours and the client will be assigning account access and management as needed.

NORTH HOUSING BLOCK A LP'S are seeking remote guard monitoring for after hours and when requested at all three properties. NORTH HOUSING BLOCK A LP'S are looking for the flexibility to shift or increase hours of monitoring as needed for all three properties. Camera systems and services proposed should be live feed and active monitoring in order to assist with emergencies or address tenant safety in a timely manner. Respondents should assume that conduit/wiring will be done by others, under their design, in their cost projections. These cameras are to be strategically placed and with monitoring detect unusual activities, such as prolonged presence in hallways, lying down, sudden movements, and more. When such activities are detected, it is intended that a remote monitoring team follow a predefined "Procedures Protocol," which is developed in collaboration with the client (NORTH HOUSING BLOCK A LP'S, 3rd party property management, service providers, etc.) and the security firm. In specific locations (minimum of 2), the cameras should feature voice-down capabilities, allowing guards to communicate with individuals on-site. The cameras should not record any sound at any time.

Respondents should review the provided specs and bid on those items as is. Respondents are encouraged to suggest alternate, reduced or expanded system proposals based on expertise and submit the alternate bid along with the original bid for specifications provided. This alternate service is considered independently of the original bid specs and is not required for a respondent to be successful in this process. Respondents should clarify the types of cameras (fisheye, 180-degree, long range, etc.). NORTH HOUSING BLOCK A LP'S is looking for cost evaluation of 10 voice down cameras as an add/alternate.

Respondents should provide examples of each camera type acuity (for instance, a photo from each camera) and individual costs. All cameras should be able to show facial features, clearly show driver's licenses, etc. The cameras suggested need to have the ability to turn on/off the automatic facial recognition and license plates reading feature.

- Estuary I – 57 Cameras, including 2 voice down cameras at the two building entries. A per camera and overall monitoring cost for three years should be

bid. (include an alternate cost of 5 additional cameras and 10 voice down cameras)

- Estuary II – 40 Cameras, including 1 voice down camera. A per camera and overall monitoring cost for three years should be bid. (include an alternate cost of 10 voice down cameras)
- Linnet Corner – 61 cameras, including 1 voice down camera. A per camera and overall monitoring cost for three years should be bid. (include an alternate cost of 5 additional cameras and 10 voice down cameras)

The client (NORTH HOUSING LP'S, AHA, ICD, 3<sup>rd</sup> party property management and services partners etc.) will work with the respondent on a procedures protocol that will outline expected responses to different scenarios encountered while monitoring the property. Respondents should be prepared to provide their feedback and follow the final approved protocol, which will be established prior to the start of remote guard monitoring.

The client expects to receive reports of all incidents. Respondents should provide a sample report format for review and describe any additional information that would be provided when sending this report to the client.

***BIDDERS ARE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH THEIR PROPOSAL:***

- Bidders to assume the contract requires State Prevailing Wage for installation.
- A bid for current specs of Estuary I and Linnet Corner
  - Provide sample images from cameras being bid. (360, 180, fish eye, etc.)
- A bid for a 40 camera system on Estuary II
- A cost estimate for 10 voice down cameras, detailing cost per unit
- Advise on any add/reductions/alternates to best suit the project, including voice down cameras or other types of cameras
- Provide information on whether your services include purchase and monitoring of panic buttons in the buildings for tenant use
- Provide a schedule of ordering and implementation timelines for all scopes.
- Provide a detailed full description of monitoring services, how employees are trained, supervised, how they handle emergency situations and diffuse them.
  - Please describe the locations where you operate PSH (<50 units, 50-80 units, >80 units; urban/suburban; single building/multiple building projects)
  - tell us about your experience using remote guarding technologies?
  - What steps have you taken to maintain resident privacy?
  - Describe any challenges with visitors and resident's guests
  - What kind of reporting is provided to the owner?
  - Describe the retention policy for the footage.
  - How are staff absences and holiday coverage provided?

- Provide at least two Permanent Supportive Housing References. It is preferred that references are located in the California Bay Area.
- Provide costs for every camera, power requirements, and specs on the type of camera being bid.
- Provide cost of the Annual monitoring per camera and for the year for both the set scope and any revised proposed scope.
- Describe how the owner/property manager can access and review cameras on a 24/7 basis (by app or other means). Is there a limit on number of users to the system?

## **EXHIBIT E: Narrative Description of properties**

### **BLOCK A PARKING**

This area is the parking lot and walking pathways on and off the properties, located in the southwest corner of the plot, that services the Estuary I, Estuary II, and Linnet Corner. Cameras are expected to monitor car traffic and pedestrian traffic on the property. This area will be used by both communities of The Estuary and Linnet Corner. The lot contains 58 parking spaces, 3 ADA designated spaces, 6 Electric vehicle designated spaces with charging stations. There will also be bike storage on site.

### **ESTUARY I**

The Estuary I will provide the first new construction of affordable rental homes fully dedicated to formerly homeless households built within the city of Alameda. The Estuary I is owned by Lakehurst and Mosley LP. Residents are homeless or formerly homeless individuals and families who may face challenges in the shift of surviving every day to the new security and stability provided by their new homes.

The building hosts 45 apartments with a lobby, mail room, property management offices, services offices, conference rooms, laundry room, elevators, multiple indoor bike storage rooms, garbage rooms, and small corridor lobby at the northeast end of the building. The eastern wall of the building will eventually connect with The Estuary II creating a long hallway. Exterior areas of the building include a gated entrance to courtyards and outdoor seating areas, a small dog play and relief area, walking paths that lead to and from the building to the parking lot and streets surrounding the building.

Our service provider partnership provides a rich array of programming to help residents stabilize and achieve their goals. Services are offered to residents free of charge and include On-site community building activities; Intensive case management services including assessment, safety planning, domestic violence support groups, psycho-educational workshops, trauma-informed care, employment skill development, childcare resources, and more depending on household needs; and Individual service coordination by providing information and referral support, assessment and service plan development, tenant leadership development, lease counseling, life skills counseling/training, accessing primary and behavioral health services, employment skills development, benefit navigation, food assistance, and other needs that may be barriers to housing retention

Property management staff will be onsite throughout the business day. Residents will have access to community rooms, social services, computer rooms, Wi-Fi hotspots, central onsite laundry, beautiful water-conscious drought tolerant landscaping, and outdoor picnic gathering areas for intimate or communal gatherings, an outdoor roof terrace, a pet play and relief area, along with a community garden.

## **ESTUARY II**

This building is not yet under construction, but we are requesting bids up to 40 cameras. Bids should reference the existing Estuary II Architecture plans. The Estuary II is owned by Mosley and Mabuhay LP. The building consists of 44 apartment homes for homeless or formerly homeless individuals and families who may face challenges in the shift of surviving every day to the new security and stability provided.

The building hosts a lobby, mail room, property management offices, services offices, community room, conference rooms, elevators, shared laundry room with Estuary I, multiple indoor bike storage rooms, garbage rooms, and small corridor lobby at the northwest end of the building. The western wall of the building will eventually connect with The Estuary I creating a long-shared access hallway. Exterior areas of the building include a gated entrance to courtyards and outdoor seating areas, a small dog play and relief area, walking paths that lead to and from the building to the parking lot and streets surrounding the building.

Our service provider partnership provides a rich array of programming to help residents stabilize and achieve their goals. Services are offered to residents free of charge and include On-site community building activities; Intensive case management services including assessment, safety planning, domestic violence support groups, psycho-educational workshops, trauma-informed care, employment skill development, childcare resources, and more depending on household needs; and Individual service coordination by providing information and referral support, assessment and service plan development, tenant leadership development, lease counseling, life skills counseling/training, accessing primary and behavioral health services, employment skills development, benefit navigation, food assistance, and other needs that may be barriers to housing retention

Residents will have access to community rooms, social services, computer rooms, Wi-Fi hotspots, central onsite laundry, beautiful water-conscious drought tolerant landscaping, and outdoor picnic gathering areas for intimate or communal gatherings, an outdoor roof terrace, a pet play and relief area, along with a community garden.

Note: Estuary II is not under construction (the other two sites are actively in construction) but the bid is expected to cover this site for a future contract selection.

## **LINNET CORNER**

Linnet Corner will provide apartment homes dedicated to seniors 62+ as well as formerly homeless senior veterans. Linnet Corner is owned by Mabuhay and Lakehurst LP and consists of 64 apartment homes. Residents may face challenges stabilizing to stability and mental health issues. LifeSTEPS, who provides community engagement, case management counseling and health/wellness activities.

The building hosts a lobby, mail room, property management offices, services offices, community room, conference room and kitchen, laundry room, multiple indoor bike storage rooms, garbage rooms, 3<sup>rd</sup> floor terrace, elevators. Exterior areas of the building include a



gated entrance to courtyards and outdoor seating areas, a resident community garden on the eastern end, outdoor work out area, walking paths that lead to and from the building to the parking lot and streets surrounding the building.

Residents will have access to community rooms, social services, computer rooms, Wi-Fi hotspots, central onsite laundry, beautiful water-conscious drought tolerant landscaping, and outdoor picnic gathering areas for intimate or communal gatherings, an outdoor roof terrace, a pet play and relief area, along with a community garden.

## **EXHIBIT F: Architectural Drawings**

Find these plans added as separate documents to the RFP page:

<https://www.islandcitydevelopment.org/procurements/>

## **EXHIBIT G: Low Voltage Plans**

Find these plans added as separate documents to the RFP page:

<https://www.islandcitydevelopment.org/procurements/>

**EXHIBIT H: References Form**

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

1. Company \_\_\_\_\_  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Dates Provided: \_\_\_\_\_
  
2. Company \_\_\_\_\_  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Dates Provided: \_\_\_\_\_
  
3. Company \_\_\_\_\_  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Dates Provided: \_\_\_\_\_
  
4. Company \_\_\_\_\_  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
Dates Provided: \_\_\_\_\_

## **EXHIBIT I: Travel Accommodations Expense Requirements-Consultants**

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (AHA). Only necessary and reasonable business expenditures will be reimbursed. 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 AHA must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

### **Air Transportation**

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

### **Ground Transportation**

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on AHA business. Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

### **Corporate Automobile Liability**

Coverage shall 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 AHA. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

### **Accommodations**

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

### **Out-Of-Pocket Expenses**

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

### **Non-reimbursable Expenses**

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.). Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

## **EXHIBIT J: Additional Federal Requirements**

The work in this RFP is subject to the Davis-Bacon Labor Standards and Form HUD1040, as well as State Prevailing Wages

[https://www.hud.gov/sites/documents/DOC\\_12590.PDF](https://www.hud.gov/sites/documents/DOC_12590.PDF)

## **EXHIBIT K: HUD Forms**

### Non-Construction Projects:

HUD-5369-A – <https://www.hud.gov/sites/documents/5369-A.PDF>

HUD-5369-B – <https://www.hud.gov/sites/documents/5369-B.PDF>

### Construction Projects:

HUD 5370 - <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

## **EXHIBIT L: Conflict of Interest Certification**

Conflict of Interest Form available at: <https://form.alamedahsg.org/Forms/A4Gpo>

### **PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS**

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

#### **CONFLICT OF INTEREST**

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

Any present or former member or officer of the AHA (except a participant commissioner) or their immediate family member or business associate;

Any employee of the AHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;

Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

Any member of the Congress of the United States.

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

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



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

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

#### ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

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

being given an unfair competitive advantage;

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

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

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

The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the AHA which shall include a description of the action which the

Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The AHA may, however, terminate the contract for the convenience of AHA if it would be in the best interest of AHA, or if required to comply with local, state and federal laws and regulations.

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

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

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

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

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

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

#### WARRANTY & REPRESENTATION OF NON-COLLUSION

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

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

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

**PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR**

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

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

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

The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.

The Bidder/Proposer/Vendor has disclosed the following (by submitting an online form at:

<https://form.alamedahsg.org/Forms/A4Gpo>):

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

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

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

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.

**EXHIBIT M: Sample of Services Contract**

This contract is being given as a sample only. NORTH HOUSING BLOCK A LP'S 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

It is the respondents responsibility to review and ascertain any additional information needed from the NORTH HOUSING BLOCK A LP'S prior to execution of a contract if selected. Respondents should provide comments with their response.

[SAMPLE CONTRACT STARTS ON NEXT PAGE]