



Oakland Housing
Authority

REQUEST FOR PROPOSALS (RFP) #11 - 006

Vehicle Repair and Maintenance

RFP Issued	Thursday, June 16, 2011
Pre-Proposal Conference	Monday, June 27, 2011, at <i>1801 Harrison St.</i> , Oakland, CA 94612 at 10:00 AM PST. Please note new address.
Written Questions Due	Wednesday, July 6, 2011 by 4:00PM PST via Email to Loren Morgan at lmorgan@oakha.org .
Responses to questions and Addendum Issued and posted on OHA website (if necessary)	Friday, July 8, 2011 by 4:00 PM PST
Proposal Due	Friday, July 15, 2011 by 10:00AM PST to the Contract Compliance and General Services (CCGS) office at <i>1801 Harrison St.</i> , Oakland, CA 94612. Sealed proposals must be delivered, no postmarks will be accepted.
To be determined	OHA Board of Commissioners to consider selected contractor(s) for approval.

**Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority (OHA)
1801 Harrison St., Oakland, CA 94612
e-mail: CCGS@oakha.org**

**Contact person for the above RFP: Loren Morgan
Email: lmorgan@oakha.org
Phone: [510-535-3115](tel:510-535-3115)**

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VEHICLE REPAIR AND MAINTENANCE

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Documents (in the order of the RFP package)		MUST be submitted with Proposal.
PROPOSAL SUBMISSION REQUIREMENTS (in Section 3 of RFP)		
	<p>1. Proposal Format</p> <p>A. Letter of Interest B. Demonstrated Experience and Past Performance C. Technical Capabilities D. Approach to Project E. Proposed Cost (See Exhibit A)</p> <p>2. Required Forms/Certifications</p> <p>A. Profile and Certification Form B. Section 3 Requirement Form and Action Plan (See Section 3 Requirements attached) C. Subcontractor List (Sample only) D. Form HUD-5369-C (See Form attached) E. Copy of Contractors ASE Certification #</p>	√
ATTACHMENTS – EXHIBITS/ FORMS/ DOCUMENTS		
1.	<u>Attachment A</u> - Cost Form	√
2.	<u>Attachment B</u> - Qualifications Statement	√
3.	Article I and Article II Profile and Certification Form	√
4.	Section 3 Requirements Form and Action Plan <ul style="list-style-type: none"> - New Hire Section 3 Information Form (if applicable) - Baseline Employment Reporting for Section 3 – For informational purpose only - to be completed by awarded contractor(s) 	√
5.	Oakland Housing Authority Economic Opportunities Policy	
6.	New Hire Section 3 Information Form	
7.	Subcontractor Form	√
8.	Article III Addendum #1 Sample	
9.	OHA Insurance Requirements for Contractors	
10.	Vendor Reference Survey	√

Documents (in the order of the RFP package)		MUST be submitted with Proposal.
11.	Sample Consultant Agreement	
12.	Non-Collusion Affidavit	√
13.	Vendor Protests and Claims Procedures	
14.	U.S. Department of Housing and Urban Development – Instructions to Bidders of Contracts – Public and Indian Housing Projects (Form HUD-5369)	
15.	U.S. Department of Housing and Urban Development – Representations, Certifications, and Other Statements of Bidders (Form HUD-5369-A)	√
16.	U.S. Department of Housing and Urban Development – Instructions To Offerors-Non-Construction (Form HUD-5369-B)	
17.	U.S. Department of Housing and Urban Development – Certifications and Representations of Offerors – Non-Construction (Form HUD-5369-C)	√
18.	U.S. Department of Housing and Urban Development – General Conditions for Non-Construction Contract Section II (Form HUD-5370-C Section 1)	
19.	U.S. Department of Housing and Urban Development – General Conditions for Non-Construction Contract Section II (Form HUD-5370-C Section 2)	
20.	List of OHA Vehicles	

1. GENERAL INFORMATION

1.1 RFP Introduction

The Oakland Housing Authority (“OHA”) invites proposals to establish a list of firms for vehicle repair and maintenance services (“Services”) to be performed under a contract (“Contract”) with OHA by a firm(s), individuals, or team of consultants (“Proposer”) who have experience in providing vehicle Repair and Maintenance services.

1.2 OHA Background and Information

The Oakland Housing Authority was established on April 28, 1938 to provide low-income residents of the City of Oakland with access to affordable, decent, and safe housing. Currently, the Authority provides (1,606) Public Housing units consisting of (1,299) units at large developments and three hundred and seven hundred and seven (307) units in mixed-finance. There are 12,660 Section 8 Housing vouchers (rental assistance to private owners) including 1,528 vouchers as a replacement for the disposed public housing.

OHA created a number of non-profit affordable housing affiliates to develop and operate affordable housing. OHA is engaged in affordable housing development with a number of active sites in development. Development activities are carried out directly and through a variety of affiliates and partnerships. All current developments make use of, or are expected to apply for, funding from US tax credits.

OHA is federally funded and regulated primarily under the U.S. Housing Act of 1937 as amended. The majority of OHA’s funding is governed by HUD regulations. OHA was selected to be a “Moving to Work” housing authority by the U.S. Department of Housing and Urban Development and entered into an MTW agreement in 2004. The agreement has since been amended extending the MTW agreement to June 30, 2018.

OHA is governed by a seven-member Board of Commissioners appointed by the Mayor of the City of Oakland, with the approval of the Oakland City Council. The Executive Director, who reports to the Board of Commissioners, has a budgeted staff of 350 in four major divisions: The Office of the Executive Director, including the Departments of Human Resources and Police Services, the Office of Real Estate Development, the Office of Finance and Program Administration, and the Office of Property Operations.

Currently OHA has approximately 300 employees and they are located at six separate facilities within the City of Oakland: 1619 Harrison Street, 1805 Harrison Street, 1801 Harrison Street, 1180 25th Avenue, 935 Union Street, and 1327 65th Avenue.

OHA’s mission is to assure the availability of quality housing for low-income persons and to promote the civic involvement and economic self-sufficiency of residents and to further the expansion of affordable housing within Oakland.

1.3 OHA Reservation of Rights

- OHA 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, if deemed by OHA to be in its best interests.
- OHA reserves the right not to award a contract pursuant to this RFP.
- OHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
- OHA reserves the right to negotiate the fees proposed by the proposer entity.
- OHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- OHA shall reserve the right to 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 and/or by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CCGS contact person in writing within five (5) business days of the discovery of any item listed herein or of any item that is issued thereafter by OHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the OHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- OHA is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted proposals to OHA.

2. SCOPE OF WORK

2.1 Project Description

OHA fleet consists of about 200 vehicles as follows:

Automobiles:	78
Types:	Sedans, station wagons, compacts, mid size, full size, hybrids.
Model Years:	1994 through 2011
Manufacturers:	Chevy, Dodge, Ford, Toyota
Vans and Trucks:	112
Types:	Cargo vans, mini-vans, dump trucks, ¾ ton vans & pick-ups, SUVs, mobile command, personnel lift.
Model Years:	1965 through 2011
Manufacturers:	Ford, Dodge, General Motors (GM), Chevrolet, Toyota.

OHA's fleet composition is constantly changing. The above information is presented for information only. The contractor shall accept all vehicles for repair and be the OHA's contact for vehicle repair and maintenance services.

(A detailed list of vehicles with the assigned OHA departments will be provided to the Selected Contractors).

Pick Up/Delivery Of Vehicles

Work shall be performed at the contractor's facility. Orders for vehicles to be repaired will be telephoned, faxed, e-mailed or delivered to the Contractor. The location of the vehicle and the vehicle's contact person will be provided in the requisition and/or work order request.

The Contractor shall pick-up (tow if necessary) the vehicle and return it to its user location upon completed repairs. Towing of vehicles must be done by the Contractor.

Cleanliness of Work:

The Contractor shall make sure that before the vehicle is returned to OHA, its interior and exterior are free of marks and stains from products used in the service of the vehicle, such as grease, motor oil, etc.

Roadside Repair:

If the vehicle cannot be driven to the Contractor's facility and the Contractor has roadside repair capabilities, the Contractor shall perform the repair at the roadside, provided it is safe to do so, and only if it would be less expensive than towing the vehicle to the Contractor's facility. This is primarily for jumpstarting vehicle, repairing flats, changing tires, gas delivery, and lock out services.

Work Order/ Requisition

The Contractor shall diagnose and prepare a work order for each vehicle picked up for repair work. The work order shall indicate the purchase order number, requisition number, OHA's vehicle asset number, vehicle's license plate number, vehicle's identification number, vehicle's description, reason for the repair, parts used in repairing the vehicle, and the mechanic's time spent on repairing the vehicle.

(Please do not perform work without an approved requisition from OHA.)

The cost of troubleshooting will be absorbed by the Contractor if the work is performed at the shop. The contractor may charge OHA for all labor related to troubleshooting if the suggested work is not performed.

Repairs exceeding \$400, requiring more than one work-day to complete or not included in the original scope of work order MUST BE approved by the Authority's buyer prior to the end of the first work-day the vehicle is in possession of the Contractor.

Invoicing:

All valid invoices are to be matched to a copy of the vehicle's work order and a requisition copy given to the Contractor by the Requisitioner at OHA. Invoices are to include the following information:

1. Date work was performed;
2. Invoice number and date of invoice;
3. OHA purchase order number;
4. OHA requisition number;
5. OHA's vehicle asset number;
6. Vehicle's license plate number;
7. Vehicle's identification number;
8. Detailed description and breakdown of the repair cost including itemized listing of parts and charges;
9. All invoices must be submitted within thirty-days of the date of service.

Estimated Quantities:

The uncertain and varying needs of the Authority makes it impossible to determine the quantity of services described in the specifications that may be required during the contemplated period of the contract. The estimates given are only for the information of the bidder. Services will be ordered by the Authority from time to time during the period of the

contract in such greater or lesser quantities, and shall be delivered to such place or places within the Authority's properties, as the needs of the Authority may require unless the specifications specifically provide otherwise.

Guarantee: All workmanship and parts shall be guaranteed according to the manufacturer's warranty or a minimum of **90 calendar day period**. Work performed under guarantee shall be at no cost to the Authority including pick-up (or tow) and delivery.

Contractor Personnel: All servicing contractor personnel shall conduct themselves in a professional and business-like manner while on OHA premises. All contractor personnel shall be fully qualified to perform the required maintenance work. All repair or service personnel shall refrain from using abusive or obscene language while on OHA property.

Capability of Bidders: Only bidders who are deemed capable of performing repairs to motor Vehicles will be considered for an award. The Authority will determine a capable bidder using the following criteria. The criteria are:

1. Site visit to the bidder's vehicle repair facility.
2. Bidder's experience in repairing motor vehicles including police vehicles, diesel fuel vehicles, and performing some body work with decals and/or logos.
3. Bidder's satisfaction of any applicable State and Local licensing requirements to operate a motor vehicle repair facility.
4. Bidder's capability to perform (or cause to be performed) repairs of the following motor vehicle systems: Electrical, Exhaust, Suspension, Brake, Fuel, Cooling, Drive train, Air conditioning/Heating, and Mechanically related systems.
5. Bidder's capability to provide pick-up (including tows) and delivery of vehicles.
6. Bidder's capability to provide prompt efficient and courteous services.
7. OHA intends to retain the successful proposer(s) pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the OHA will consider factors other than just cost in making the award decision). Therefore, so that the OHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum. *Bidders will be determined capable in order of low to high bid. Not all bidders will be investigated. Bidders will have two working days to submit references after the request to do so is made by the Authority.*
8. Bidder's business references.

Damages: The Contractor shall take precautions to safeguard OHA vehicles at all times while in the Contractor's possession. The vehicles must be stored in a secure location over night. The Contractor will be responsible for all damages due to negligence by the Contractor and its subcontractor (if applicable), and any vandalism while the vehicles are in the Contractor's possession.

Insurance Requirements:

The successful bidder shall be required to furnish to OHA a liability insurance and worker's compensation certification in accordance with OHA insurance requirements as follows:

1. Auto and General Liability Insurance in the amount of at least \$1,000,000.
2. Worker's Compensation Insurance (statutory limits)
3. Garagekeepers Liability Insurance in the amount of at least \$1,000,000.

The bidder should name the Oakland Housing Authority (OHA) as an additional insured, provide a 30-day notice of cancellation and be primary to any other insurance carried by OHA.

Coverage will be in a form and with carriers acceptable to OHA.

Since bidder will be performing work on OHA property or on property not owned by OHA, the bidder's insurance must agree to cover all injuries caused to bidder and/or its employees while performing work for OHA. Bidder further agrees that any spills of oils or fluids shall be considered the responsibility of the bidder and shall provide proper clean-up, transport and disposal in accordance with all local and state regulations.

Term of Contract:

The term of the awarded contract will be for one year from award date, with the option to renew for an additional two years for one-year periods. The pricing, terms and conditions will remain the same during the contract extension. The Contractor will have the right to accept or reject the proposed contract extension.

Auditor's Statement:

The Authority may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to this bid specification, to the extent that such books and records relate to such cost or pricing data. Contractor must make the books and records available to OHA and its auditor.

Award:

The Authority will award the bid to the lowest, responsible, and responsive bidder(s).

Bidder's Certification Statement:

The selected Contractor must be ASE Certified. The Contractor shall complete and submit Attachment B - Qualifications Statement with the returned bid.

2.2 Subcontractors:

Should the contractor require the services of subcontractors, the contractor shall identify the use any subcontractors for this job, if awarded. The OHA reserves the right to audit the financial records of the contractor and its subcontractor(s). The Subcontractor List (refer to Attachments) will be required prior to the Notice to Proceed being issued for each job.

3. PROPOSAL SUBMISSION REQUIREMENTS

OHA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the OHA will consider factors other than just cost in making the award decision). Therefore, so that the OHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

The firm(s), individuals, or team of consultants selected must be fully qualified to perform the services described above and must possess the appropriate business license. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the consultant and / or the OHA must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The Proposer's firm must also comply with all OHA contract requirements.

3.1 Proposal Format

To provide objective criteria that can be used in determining various Proposers' abilities, please address the following items in the order presented.

Exhibits, such as resumes, proposed fees, or any other documents of a related nature developed by the Proposer may be attached. The Proposer may include any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

The Authority will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

- A. **Letter of Interest.** A letter of interest on the firm's letterhead, which includes the location of the primary office. Provide a narrative that gives a brief description of the firm, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.

Provide a brief history of the Proposer's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications, and other relevant information.

The proposer entity must provide a concise description of its managerial capacity and financial viability to deliver the proposed services.

This page should also include the name and contact information (address, phone and fax numbers, and email address) of the proposal contact and the proposed staff member(s) for this assignment, branch office location(s) and contact information.

- B. **Demonstrated Experience and Past Performance.** OHA seeks firm(s) with the following attributes:

Demonstrated ability to provide Vehicle Repair and Maintenance services for a Public Housing Authority or other government entity;

Information describing the firm's demonstrated experience in performing similar work and the firm's past performance (including meeting cost, schedule and performance requirements) of contract work substantially similar to that required by this solicitation as verifiable by reference checks or other means.

Information describing the firm's knowledge and experience in the scope of services described in this RFP;

Provide a list of three (3) or more former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein.

The listing shall, at a minimum, include: the client's name, contact name, telephone number, email address, a brief description and scope of the service(s), and the dates the services were provided.

- C. **Technical Capabilities.** Describe the Proposer (s) technical capabilities (in terms of personnel, equipment and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and other relevant experience with the proposed scope of services.
- D. **Approach to Project.** Briefly describe how the Proposer(s) intends to develop a comprehensive plan for this project, including identifying all tasks to be completed and staff assigned. Describe the firm's demonstrated understanding of the requirement. Explain the Proposer (s) technical approach (including, if appropriate, labor categories, estimated hours and skill mix) and proposed Work Plan to provide the required services. Provide a timeline for accomplishment for all tasks.
- E. **Proposed Cost.** Proposer(s) must state the proposed costs for the services described in this RFP. See attached "**Exhibit A – Cost Form**". Cost of supplies used for restocking should be itemized.
- F. **Required Forms.** See section 3.2 Required Forms/Certifications.

3.2 Required Forms/Certifications

The following forms must be submitted with your proposal in the following order:

- A. Profile and Certification Form
The form must be completed and signed. (See "Attachments" section).
- B. Section 3 Requirements Form and Action Plan
The Section 3 Requirements Form and Action Plan attached must be completed and signed.
OHA expects the selected Contractor to make a good effort to comply with the Section 3 policy. Refer to Attachment "Section 3 Requirements - Oakland Housing Authority Economic Opportunities Policy" in this RFP. Contractor must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of OHA public housing, and a certified statement that the contractor will make a good effort to comply with the Section 3 policy. The OHA Project Manager and Contract Compliance staff will monitor Contractor's compliance with Section 3 requirements.
- C. Subcontractor Form
The Subcontractor Form for review only. (See "Attachments" section). The list will be completed for each job assigned.

- D. Form HUD-5369-C
Contractor must complete the U.S. Department of Housing and Urban Development – Representations, Certifications, and Other Statements of Bidders (Form **HUD-5369-C**). (See "Attachments" section).
- E. Applicable License
A copy of the Contractors ASE certification.

4. PROCESS FOR SELECTING PROPOSER

4.1 RFP Timeline. The following are proposed dates relating to this contractor selection process:

June 16 th , 2011	RFP Issued
June 27 th , 2011	Pre-Proposal Conference @ 10 AM Pacific Standard Time (PST) Contract Compliance & General Services (CCGS) <u>1801 Harrison St.</u> Oakland, CA 94612 <u>NOTE NEW ADDRESS</u>
July 6 th , 2011	Questions in writing via email, due by 4:00 PM PST
July 8 th , 2011	Responses to questions and Addendum issued and posted on OHA website if necessary by 4:00 PM PST
July 15 th , 2011	Proposals due by 10:00 AM PST. To be submitted to Contract Compliance and General Services (CCGS) at <u>1801 Harrison St.,</u> Oakland CA 94612. Proposals must be delivered; postmarks will not be accepted.
To be determined	OHA Board of Commissioners to consider selected contractor(s) for approval.

4.2 Pre-Proposal Conference. The Pre-Proposal Conference will be held on June 27th, 2011 at 10 a.m. PST, in the Oakland Housing Authority CCGS office, located at **1801 Harrison St.**, Oakland, California.

4.3 Questions/Answers. All questions must be submitted in writing via email to ccgs@oakha.org no later than 4:00 p.m. PST, July 6th, 2011. All questions will be answered in writing and an addendum issued and posted on the OHA website, if applicable, by 4:00 PM, July 8th, 2011. No questions will be responded to after the question and answer period has expired. (OHA Website at www.oakha.org/ Select Procurement/ OHA Vendor Center).

Addendum:

CCGS will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. contractors or individuals that have obtained the RFP Documents).

4.4 Proposal Due Date. Responses to this solicitation will be accepted in OHA's Contract Compliance and General Services (CCGS) Office, located at **1801 Harrison St.,** Oakland, California 94612 until 10:00 a.m. PST on July 15th, 2011.

Respondents must provide one (1) original copy, clearly marked "ORIGINAL," and three (3) copies clearly marked "COPY," of the required submission. These must be submitted in envelopes or boxes marked "RFP #11-006 Vehicle Repair & Maintenance." **Late proposals will not be accepted;** postmarks will not be considered in determining if a proposal is submitted on time. Proposals will be date and time stamped by CCGS staff and a receipt provided for the proposal.

Contract Compliance & General Services Office
 Oakland Housing Authority
 1801 Harrison St.
 Oakland, CA 94612
 Phone: (510) 535-3115
 Fax: (510) 535-3118
 E-mail: CCGS@oakha.org

4.5 Selection Process

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed and rated. Only the highest rated contractors will be placed on the Qualified List. The selection will be the sole responsibility of OHA. OHA reserves the right to reject any and all proposals, and shall select a service provider based on the most advantageous conditions for OHA.

4.6 Evaluation Criteria. The following criteria will be used to evaluate all proposals:

No.	Criteria	Points
1.	<u>Experience:</u> Respondent's demonstrated experience with vehicle repair and maintenance, in particular, working with government entities such as public housing authorities.	30
2.	<u>Quality of Service:</u> Capacity to provide professional services in a timely and quality manner as evidenced by past performance.	20
3.	<u>Approach to the Project:</u> Relevance of respondent's approach and narrative summary of delivering anticipated services.	20
4.	Fees: Proposed fee structure including employee hourly rates, mark-up fees and over-time rates, method and material and equipment costs.	30
	Total	100

A. Evaluation Criteria. The following criteria will be used to evaluate all proposals:

The Authority will evaluate each Proposal to determine responsiveness to the Authority's needs. The Authority reserves the right, at any time, to reject any or all Statements of Proposals. Award of a contract, if made, will be to the respondent(s) responsive to all requirements of the RFP and that receives the highest overall number of points in accordance with the stated evaluation criteria.

5. CONTRACT REQUIREMENTS

5.1 Proposer(s) Requirements

The Proposer(s) selected must be fully qualified to perform the services described above and must possess the appropriate business license. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Proposer(s) and / or the OHA must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The firm must also comply with all OHA contract requirements.

Prior to award, the *successful proposer* will be required to provide the proper license documents and insurance certificates. See **OHA Insurance Requirements for Consultants** under *Attachment section of the Table of Contents*.

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

5.2 Contract Award.

A. Negotiations. Once proposals have been evaluated and ranked, OHA will use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed contract will include tasks with a Scope of Services and a Fee-Schedule.

The Authority reserves the right to enter into discussions with the firm whose proposal is deemed most advantageous and in the Authority's best interest for the purpose of negotiations. The Authority reserves the right to enter into negotiations with the responsible and responsive firms within the competitive range without the need to repeat the formal solicitation process. The Authority reserves the right to develop a qualified list if deemed advantageous to the Authority.

OHA reserves the right to award without discussions.

B. Meetings. Once the contract is awarded, the Proposer(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

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

1. By completing, executing and submitting a proposal, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the OHA, including the contract clauses already attached in the 'Sample Consultant Agreement' under the Attachment section of the Table of Contents. Accordingly, the OHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.3 Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by the OHA pursuant to this RFP:

1. **Contract Form:** The OHA will not execute a contract on the successful proposer's form--contracts will only be executed on the OHA form (please see **Sample Consultant Agreement**) and by submitting a proposal the successful proposer agrees to do so (please note that the OHA reserves

the right to amend this form as the OHA deems necessary). However, the OHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the OHA to do so; but the failure of the OHA to include such clauses does not give the successful proposer the right to refuse to execute the OHA's contract form. It is the responsibility of each prospective proposer to notify the OHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The OHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the OHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal. **Please note: OHA 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 RFQ.**

2. **Assignment of Personnel:** The OHA shall retain the right to demand and receive a change in personnel assigned to the work if the OHA believes that such change is in the best interest of the OHA and the completion of the contracted work.
3. **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 the OHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the OHA shall be void and may result in the cancellation of the contract with the OHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the OHA.

5.4 **Contract Terms:** OHA intends to enter into a one-year agreement with the selected firm, with the option to extend for two additional one-year periods.

5.5 **Contractor's Breach:** Contractor failure to provide dependable and consistent service in accordance with the Bid Specification and Terms and Conditions of the contract, which in the event of non compliance will constitute a breach of the agreement between OHA and the contractor. Additional breach conditions include the failure of the Contractor to maintain insurance requirements.

5.6 **Remedies in Case of Breach:** If at the end of five (5) service days from the date of a written notice, the Contractor has not taken the necessary corrective action, OHA will send notification to the Contractor of its' intent to proceed with termination of the contract. Termination will occur 30 calendar days from the date of the termination notice. The termination notice will not be rescinded without the written authorization of the Contract Compliance and General Services Division Manager.