Oakland Housing Authority

Quote #20-001
Procurement Training Webinar and Consulting Services

Addendum #1
Issued and Released
September 3, 2020

Changes to the Quote:
The following section has been added to the Scope of Work.

SCOPE OF WORK

Qualifications
The selected Consultant must meet the following minimum requirements:

1. Must have experience providing procurement consulting to at least three (3) other Public Housing Authorities.
2. Must have experience leading at least one (1) Procurement Training Seminar for a Public Housing Authority.

Please list references for the above minimum requirements in your Quote response.

The following section has been updated:

SCOPE OF WORK

Procurement Training Webinar
The Procurement Training Webinars should be conducted live and recorded for OHA's future reference and use. The webinar must also include a procurement training manual that can be distributed electronically and used for reference after completion of the training webinar. Approximately thirty (30) students will attend each live session. The webinars should last ~~2-3~~ 2-5 days and should thoroughly cover:

- HUD's Procurement Policy per HUD Handbook 7460.8 REV 2
- OHA's Procurement Policy and guidelines
  - Please factor in the necessary time to review OHA's Procurement Policy (50 pages in total) and collaborate with OHA's Contract Compliance and General Services (CCGS) team on incorporating OHA policy and guidelines into presentation
- Different types of Procurements
- Procurement Ethics
- Preparing an In-House Cost Estimate (ICE)

- Utilizing Cooperative Agreements
- Section 3 requirements
- Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs)

All materials for the webinar must be digital so that they can be distributed to and accessed by students who are working remotely. The Consultant is expected to provide answers to follow-up questions directly resulting from the Webinar at no additional cost to OHA.

Responses to Questions:

The following questions were submitted by the deadline and are answered in this addendum.

Question #1: How many live sessions does OHA require?
Answer #1: The consultant should offer two (2) live webinar "sessions", each consisting of 2-5 days, and thoroughly covering the topics listed under the Procurement Training Webinar heading on page 3 of the Quote.

Question #2: How long should each webinar session last?
Answer #2: Each webinar "session" should last 2-5 days.

Question #3: Does the statement that "webinars should last 2-3 days" mean that the eight (8) subject areas should be covered over a 2 to 3-day period?
Answer #3: This addendum has expanded the timeframe to 2-5 days (see "Changes to the Quote" section above); all subject areas should be covered over the 2-5 day timeframe.

Question #4: How many hours of actual training does OHA expect over the 2-5 day period?
Answer #4: OHA anticipates 3-6 hours of training per day in order to thoroughly cover all of the topics listed under the Procurement Training Webinar heading on page 3 of the Quote. However, the exact amount of time needed will vary per consultant.

Question #5: Can webinars be broken into smaller modules (i.e., 2 hours blocks) so all subject areas are covered over 4 to 5 webinars?
Answer #5: Modules can be organized however the consultant feels fit, however there must be two (2) live webinar sessions, each session lasting 2-5 days and thoroughly covering the topics listed under the Procurement Training Webinar heading on page 3 of the Quote.

Question #6: What are the anticipated dates for the webinar?
Answer #6: TBD.

Question #7: Will OHA provide collaboration, support and input during the material development period?
Answer #7: Per page 3 of the Quote, OHA will collaborate on incorporating OHA policy and guidelines into presentation. OHA will review, but not assist in, the development of material.

Question #8: In order to provide an accurate quote, can OHA provide sample questions and/or requests that will be made under the consulting services portion of the Request for Quotes?
Answer #8: Questions come up on an as-needed basis and cannot be anticipated beforehand.

Question #9: Can OHA provide the OHA Procurement Policy and guidelines in order to provide an accurate quote for both the training webinar and the consulting services.
Answer #9: The OHA Procurement Policy can be found on OHA's website: http://oakha.org/WorkingOHA/Procurement/Pages/default.aspx or go to: www.oakha.org / Business Opportunities / Procurement / OHA Procurement Policy (located under OHA Procurement Documents).

Question #10: Can OHA provide a sample contract so respondents can review the material ownership right for the webinar training material?
Answer #10: Yes, please see Exhibit A of this addendum.

Question #11: To clarify the first bullet under the Procurement Training Webinar in the Scope of Work, does HUD's Procurement Policy per HUD Handbook 7460.8 REV 2 refer to the Office of Management and Budget regulation 2 CFR 200 sections relevant to PHA procurement? If the first bullet does not refer to 2 CFR 200, please clarify what the first bullet refers to.
Answer #11: HUD Handbook 7460.8 REV 2 is not an OHA document. Please refer to HUD for questions regarding their documents.

Question #12: What business license or work permission requirements for California and/or Oakland must vendors meet in order to provide the webinar and consulting services?
Answer #12: Vendors must provide the Authority with a W-9, and must be registered with the Secretary of State if they are a corporation, limited liability company (LLC) or limited liability partnership (LLP).

Question #13: For the training, can the 2-5 days be split into modules over a period more than 2-5 days consecutively?
Answer #13: No; all material should be covered within 2-5 days.

Question #14: Does the agency want the capability to have the training recorded?
Answer #14: Yes.

Question #15: Should it be assumed that there will be 30 separate call-in locations for the training?
Answer #15: Yes.

Question #16: For section 3, does your agency have a training fund?
Answer #16: No, the Oakland Housing Authority does not have a specific Section 3 training fund.

Question #17: How long after the training should the consultant be available for questions resulting from the webinar?
Answer #17: The consultant is expected to respond to questions throughout the term of the contract.

Question #18: Is OHA expecting a training manual to be presented, or would a power point presentation be acceptable?
Answer #18: Please present a procurement training manual that can be distributed electronically. The training manual should be factored into the lump sum cost of the Procurement Training Webinar on page 4 of the Quote. OHA is open to whichever additional methods the consultant recommends in order to thoroughly cover the eight (8) topics listed on page 3 of the Quote.

Question #19: Regarding the 2-3 days listed, what are the time(s) allocated for any training session(s) for OHA for this project? (Ex: Mon., Tues., Wed. from 9am - 4pm PST each day)
Answer #19: Training sessions can be held Monday through Thursday, 9AM – 4PM PST.

Question #20: The solicitation lists general liability insurance. Is professional liability insurance, with the coverage limit listed, considered acceptable for this service?
Answer #20: Yes.

Oakland Housing Authority

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Procurement Training Webinar and Consulting Services

Addendum #1
Issued and Released
September 3, 2020

Bidder hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum must be included with your response.

EXHIBIT A

Sample OHA Contract

OAKLAND HOUSING AUTHORITY

SERVICES CONTRACT

This SERVICES CONTRACT ("Contract") is entered into as of **[effective date]**, by and between the OAKLAND HOUSING AUTHORITY, a public body, corporate and politic (the "Authority"), and **[name of contractor]**, **[legal status (e.g., "a California corporation," or "a sole proprietor")]** ("Contractor").

RECITALS

WHEREAS, **[In paragraph style tell a brief story of the background, necessity and purpose of the Contract. This is the appropriate place to recite (hence, the title "recitals") any special circumstances or consideration related to the Contract.];** and

NOW, THEREFORE, the Authority and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on Exhibit A, "Scope of Services."

2. TIME OF PERFORMANCE

The term of this Contract shall begin on **[starting date]** and end on **[Contract ending date]**.

[For Option Terms]

a. **Initial Term.** The Initial term of this Contract will begin on ____, and end on _____, unless earlier terminated as provided herein.

b. **First Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of ____ through ____ (“First Option Term”) by giving written notice to the Contractor prior to the expiration of the Initial Term, unless earlier terminated as provided herein.

c. **Second Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of ___ through ___ (“Second Option Term”) by giving written notice to the Contractor prior to the expiration of the First Option Term, unless earlier terminated as provided herein.

d. **Third Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of ___ through ___ (“Third Option Term”) by giving written notice to the Contractor prior to the expiration of the Second Option Term, unless earlier terminated ad provided herein.

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3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is _____ Dollars ($_____).

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Authority on behalf of Contractor. Authority will not treat Contractor as an employee with respect to the contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. Authority will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of Authority which exists solely for the benefit of Authority employees during the Contract Term.

D. Billings. Billings are to be directed to:

Oakland Housing Authority
Finance Department – Accounts Payable
1805 Harrison Street
Oakland, CA 94612

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of the Authority.

6. STANDARD OF PERFORMANCE

The work provided hereunder shall be performed and completed in an accurate and professional manner. All services shall be performed in the manner and according to the standards observed by the competent practitioner of the profession in which Contractor and any subcontractors are engaged.

7. HUD REQUIREMENTS

Contractor agrees to comply with all relevant HUD Requirements, including those set forth in the General Conditions for Non-Construction Contracts, Form HUD-5370-C (01/2014), attached hereto as Exhibit C and incorporated as if fully set forth herein. In

SAMPLE

the event of a conflict between the provisions in the body of this Contract and Exhibit C, the provisions set forth in Exhibit C shall prevail.

8. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the Authority. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, Workers' Compensation Requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 00 01).

(2) Insurance Services Office Form number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance.

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(4) Errors and Omissions Liability Insurance appropriate to the Contractor's profession covering all negligent acts, error and omissions. Architects' and Engineers' Insurance is to be endorsed to include contractual liability.

(5) Fidelity Bond appropriate to the on/off site personnel – coverage is to be endorsed to include indemnification for misconduct and dishonesty of contractors/consultants personnel.

(6) Cyber Security Insurance coverage is to be endorsed to include indemnification from breach of contract and unauthorized client data access.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

(1) General Liability: One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

(2) Automobile Liability: One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage.

(3) Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the State of California and Employer's Liability Limits of One Million Dollars ($1,000,000) for bodily injury by accident and One Million Dollars ($1,000,000) per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees.)

(4) Professional Liability Insurance: One Million Dollars ($1,000,000) per occurrence.

(5) Cyber Insurance: One Million Dollars ($1,000,000) per occurrence to cover both 1st and 3rd party claims through the entire contract; $200 per record per occurrence in the amount not to exceed the cost of the full contract.

(6) Builder’s Risk Insurance: One Million ($1,000,000) per occurrence for direct physical property damage.

SAMPLE

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Authority, and its respective commissioners, members, officers, agents and employees; or 2) Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The General Liability and Automobile Liability Policies are to contain, or be endorsed to contain, the following provisions:

(1) The Authority and its respective commissioners, members, officers, agents and employees are to be covered as insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to the Authority, and its respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Authority, and its respective commissioners, members, officers, agents or employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority and its respective commissioners, members, officers, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by Certified Mail, Return Receipt Requested, has been given to the Authority.

F. Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against the Authority and its respective commissioners, members, officers, agents and employees for losses arising from work performed by Contractor or for the Authority.

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G. Claims Made Coverage. If General Liability and/or Errors and Omissions coverages are written on a claims-made form:

i. The "Retro Date" must be shown, and must be before the date of the Contract or the beginning of Contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "Extended Reporting" Coverage for a minimum of five (5) years after completion of Contract work.

A copy of the claims reporting requirements must be submitted to OHA for review.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI.

I. Verification of Coverage. Contractor must furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsement may be on forms provided by the Authority. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

J. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. RECORDS, REPORTS AND AUDITS

A. Records

(1) Records shall be established and maintained in accordance with Authority Requirements, and U.S. Department of Housing and Urban Development ("HUD") Requirements with respect to all matters covered by this Contract. Except as otherwise authorized by the Authority, such records shall be maintained for a period of four (4) years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four (4)

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years or until such audit findings have been resolved, whichever is later.

(2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information. At such times and in such forms as the Authority may require, there shall be furnished to the Authority or its designated representative such statements, records, reports, data and information as the Authority may request pertaining to matters covered by this Contract.

12. CONFLICTS

No employee, agent, contractor, officer or official of the Authority who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "Contractor" also includes the employees, officers (including Board Members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this section.

13. CONFIDENTIALITY/PROPERTY OF AUTHORITY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Authority. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the Authority.

14. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code, Section 7550. Government Code, Section 7550 provides in part that when the total cost for work performed for a local Authority by nonemployees of such Authority exceed Five Thousand Dollars ($5,000), any document or written report

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prepared in whole or in part by nonemployees for such Authority shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

15. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES

A. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

16. TERMINATION

Authority may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including, but not limited to, convenience of Authority, default by the Contractor, or circumstances beyond the control of the Contractor. In the event of such termination, Authority shall compensate the Contractor for work completed to the satisfaction of Authority as of the date of such notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, Authority shall be under no further obligation to the Attorney, financial or otherwise.

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17. MISCELLANEOUS PROVISIONS

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, First Class Postage Prepaid, Return Receipt Requested, addressed as follows:

If to the Authority:
Oakland Housing Authority
1805 Harrison Street
Oakland, CA 94612
Attn: [contact],[title]

If to the Contractor:
[name]
[mailing address]
Attention: [contact], [title]

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

(1) Time is of the essence in the performance of all the terms and conditions of this Contract.

(2) All performance and cure periods expire at 5:00 p.m., Oakland, California time, on the applicable date.

(3) A performance or cure date which otherwise would be a Saturday, Sunday or Authority Holiday shall be extended to the next Authority working day.

C. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Authority and the Contractor. Where the term "Contractor" or "Authority" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that the Authority shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where Authority approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the Authority and Contractor.

E. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and the Authority affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements,

SAMPLE

agreements and understandings between Contractor and the Authority with respect to the subject matter hereof.

F. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law. This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. Attorneys' Fees. In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

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K. Designated Representative. The initial designated representative for the Authority for this Contract is _____. The initial Contractor-designated representative for this Contract is _____.

IN WITNESS WHEREOF the Authority and Contractor have executed this Contract as of the date first above written.

[CONTRACTOR]

By:_____Date:_____
[SIGNATORY]
[TITLE]
Federal Tax Identification No. _____

OAKLAND HOUSING AUTHORITY, a public body
Corporate and politic

By:_____ Date:_____
Patricia Wells
Executive Director

SAMPLE

EXHIBIT A
Scope of Services

SAMPLE

EXHIBIT B
Payment Schedule

SAMPLE

EXHIBIT C
General Conditions for Non-Construction Contracts
Section 1
HUD-5370-C (01/2014)

SAMPLE