

REQUEST FOR PROPOSALS

(Notice of Development Opportunity)

For the Development of Affordable Housing at
Wood Street

(part of the Wood Street Planned Unit Development)

Release Date: Tuesday, May 15, 2018

Deadline for Submissions: Monday, July 16, 2018



-----CITY OF OAKLAND

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I.

SUMMARY OF OFFERING

<p>OPPORTUNITY</p>	<p>Develop approximately 140-170 units housing, with an emphasis on affordable housing development, and a preference for development including homeownership units. Projects may also incorporate market rate and affordable units, as long as the project contains a minimum of 125 long-term affordable units.</p>
<p>LOCATION</p>	<p>The site for this Project is known as Vesting Tentative Parcel Map (VTPM) 8555, Parcel 1 (the “Project Site”) in the Wood Street Development District.</p> <p>This is a 3.12-acre site located between Wood Street and the Frontage Road between 18th Street and 20th Street across from Raimondi Park. Due to easements, the net developable acreage is approximately 1.9 acres. The site is currently vacant. The property is part of the Wood Street Zoning District, and is located within the Oakland Army Base Redevelopment Project Area.</p> <p>Parcels: 18-310-7-7 and 18-310-14</p>
<p>USES</p>	<p>Land uses allowed rental and ownership housing. Ancillary community space is encouraged, as is small supporting retail if feasible.</p>
<p>TENURE STANDARDS AND UNIT SIZES</p>	<p>Although the primary focus of the Project has been on the development of long-term affordable home ownership units, proposals that incorporate both affordable rental housing and home ownership housing are also encouraged. Projects incorporating limited equity co-ops or other alternative housing models are also encouraged.</p> <p>Per the City's current affordable housing development program, a minimum of 15% of the units must be 3-bedroom or larger units. Priority will be given for projects that exceed the 15% minimum.</p>

<p style="text-align: center;">AFFORDABILITY</p>	<p>The Project must include at least one hundred twenty-five (125) affordable units. Market rate units may be included in the project, as long as the 125 minimum affordable units are provided. For affordable units, post-occupancy affordability restrictions will be enforced through a Regulatory Agreement or Declaration of Resale Restrictions recorded against the Project.</p> <p>Ownership Projects: Must be affordable to households at or below 120% of AMI, with an average affordability level of 100%. Affordable homeownership units must be permanently affordable.</p> <p>Rental Projects: Must have annual rents (less utility allowance) of no more than 30% of 60% of AMI and be reserved for households earning no more than 60% of AMI for at least 55 years. A minimum of 15% of rental units must have annual rents (less utility allowance) of no more than 30% of 30% of AMI.</p>
<p style="text-align: center;">DEVELOPMENT TEAM</p>	<p>Respondent team should at a minimum include an experienced housing developer, property management company (if rental), an architect, legal expertise, <u>all of which should have experience with restricted affordable housing development</u>. Joint venture teams of parties with suitable experience in developing ownership/rental affordable housing are encouraged.</p>
<p style="text-align: center;">FINANCIAL REQUIREMENTS</p>	<p>Each respondent will need to demonstrate its ability to successfully finance, construct and operate the project.</p>
<p style="text-align: center;">SELECTION PROCESS</p>	<p>Respondents must submit qualifications, a rehabilitation and design concept, development budget sources and uses, 30 year operating pro forma, and financial information. An evaluation panel will evaluate proposals against the evaluation criteria contained in this RFP and may interview select respondents. The panel's recommendation of a respondent will be forwarded to the City Council for independent review and action.</p>

<p>PLANNING & ENVIRONMENTAL CONSIDERATIONS</p>	<p>The Project Site has approvals of a tentative map with the City of Oakland for high-density multi-family residential development of 170 units, or 54.5 dwelling units per acre, with a maximum height of 90 feet. Development of each site within the Wood Street Zoning District requires submittal and approval of preliminary and final development plans. Please review the details contained in the Zoning Regulations, Standards, and Guidelines.</p> <p>Due to previous uses, the site does have environmental contaminants that will require remediation. See Section III C for additional information.</p>
<p>EXCLUSIVE NEGOTIATIONS</p>	<p>After City Council action, City staff will work with the selected development team to prepare an Exclusive Negotiations Agreement (“ENA”). The selected team will be required to provide a non-refundable deposit of \$25,000 within 30 days after the execution of the ENA.</p>
<p>LEASE DISPOSITION AND DEVELOPMENT AGREEMENT</p>	<p>During the ENA period, the City and the selected development team will negotiate terms of an LDDA and form lease with the City. The agreements will appropriately reflect the proposed uses, capital investment and market conditions. Exact duration and financial terms of the lease to be negotiated.</p>
<p>SUBMITTAL DEADLINE</p>	<p>Proposals are due Monday, July 16th, 2018 at 4:00 p.m. to the Contracts and Compliance Office of the City Administrator, City of Oakland, 250 Frank Ogawa Plaza, Suite 3341 (Third Floor), Oakland, CA 94612.</p>
<p>CONTACTS</p>	<p>Questions concerning this Request for Proposals should be directed to:</p> <p>Christia Katz Mulvey, Housing Development Coordinator City of Oakland HCDD - Housing Development Section 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3623 cmulvey@oaklandnet.com</p>

II.

INTRODUCTION

The City of Oakland is pleased to issue this Request for Proposals (RFP) seeking qualified respondents (“Respondent”) to plan, design, construct, market, sell, and/or operate an affordable housing project (the “Project”) in the Wood Street Development District (the "District") located within the Oakland Army Base Redevelopment Project Area in Oakland, California. The Redevelopment Agency purchased the Project Site for \$8,000,000 in early 2008 with the intent of transferring it to a qualified developer/owner for the development of affordable housing.

The City intends to enter into an Exclusive Negotiating Agreement (“ENA”) and a long-term ground lease for the project to the respondent deemed most qualified, based on the evaluation criteria contained in this RFP. Currently the City is limited to a maximum ground lease term of 66 years, but it currently taking action to permit ground leases of up to 99 years.

In 2012, the City assumed ownership of the Project Site as affordable housing successor to the Redevelopment Agency as part of the dissolution of Redevelopment Agencies statewide. The City's goals are to fulfill the former Redevelopment Agency's obligation to provide affordable housing within the Redevelopment Project Area, to limit the City's subsidy to the Project as much as possible through leveraging of other public and private funds, and to create a high-quality development that addresses community needs and is compatible with the surrounding neighborhood and the new developments currently underway in the District.

Although the primary focus of the Project has been on the development of long-term affordable home ownership units, given the financing challenges with developing large scale affordable homeownership developments, proposals that incorporate both affordable rental housing and home ownership housing are also encouraged. Projects incorporating limited equity co-ops or other alternative housing models are also encouraged. Projects may also incorporate market rate and affordable units, as long as the project contains a minimum of 125 long-term affordable units.

The key dates for this offering and anticipated schedule for the selection of Respondent are below.

RFP Release Date:	Tuesday, May 15, 2018
Pre-Submittal tour:	Wednesday, May 23, 2018, at 10:00 a.m. at the Project site (18 th and Wood Streets)
Mandatory Pre-submittal Conference:	Thursday, May 24, 2018 at 10:00 a.m. at One City Hall, Hearing Room 1
Written questions deadline:	Friday, June 15, 2018 at 4:00 p.m.
Submittal deadline:	Monday, July 16, 2018 at 4:00 p.m.

Table 1: Schedule

Interested development teams are responsible for reviewing and becoming familiar with the contents of all portions of this RFP including all attachments, all background materials referenced in this RFP and all addenda to this RFP. Interested development teams must submit qualifications, a design concept, and a financial proposal. A selection panel led by City staff will evaluate all proposals, conduct interviews with the top finalists and select a qualified development team based on the selection criteria included in this RFP. Following this process, staff will recommend a development team for review and approval by the City Council, in its sole and absolute discretion.

Amendments to RFP

Amendments or clarifications to the RFP will be published on the City of Oakland Housing and Community Development Department website, <https://www.oaklandca.gov/departments/department-of-housing-and-community-development>. The City reserves the right to suspend, amend, or modify the provisions of this RFP, to reject all proposals, to request additional information as deemed necessary and appropriate, or to negotiate modifications of proposals.

III.

PROPERTY DESCRIPTION

A. Location and Size

The site for this Project is known as Vesting Tentative Parcel Map (VTPM) 8555, Parcel 1 (the "Project Site") in the Wood Street Development District. This is a 3.12-acre site located between Wood Street and the Frontage Road between 18th Street and 20th Street across from Raimondi Park. The property is located within the Oakland Army Base Redevelopment Project Area. The site is identified with two APNs, 18-310-7-7 and 18-310-14.

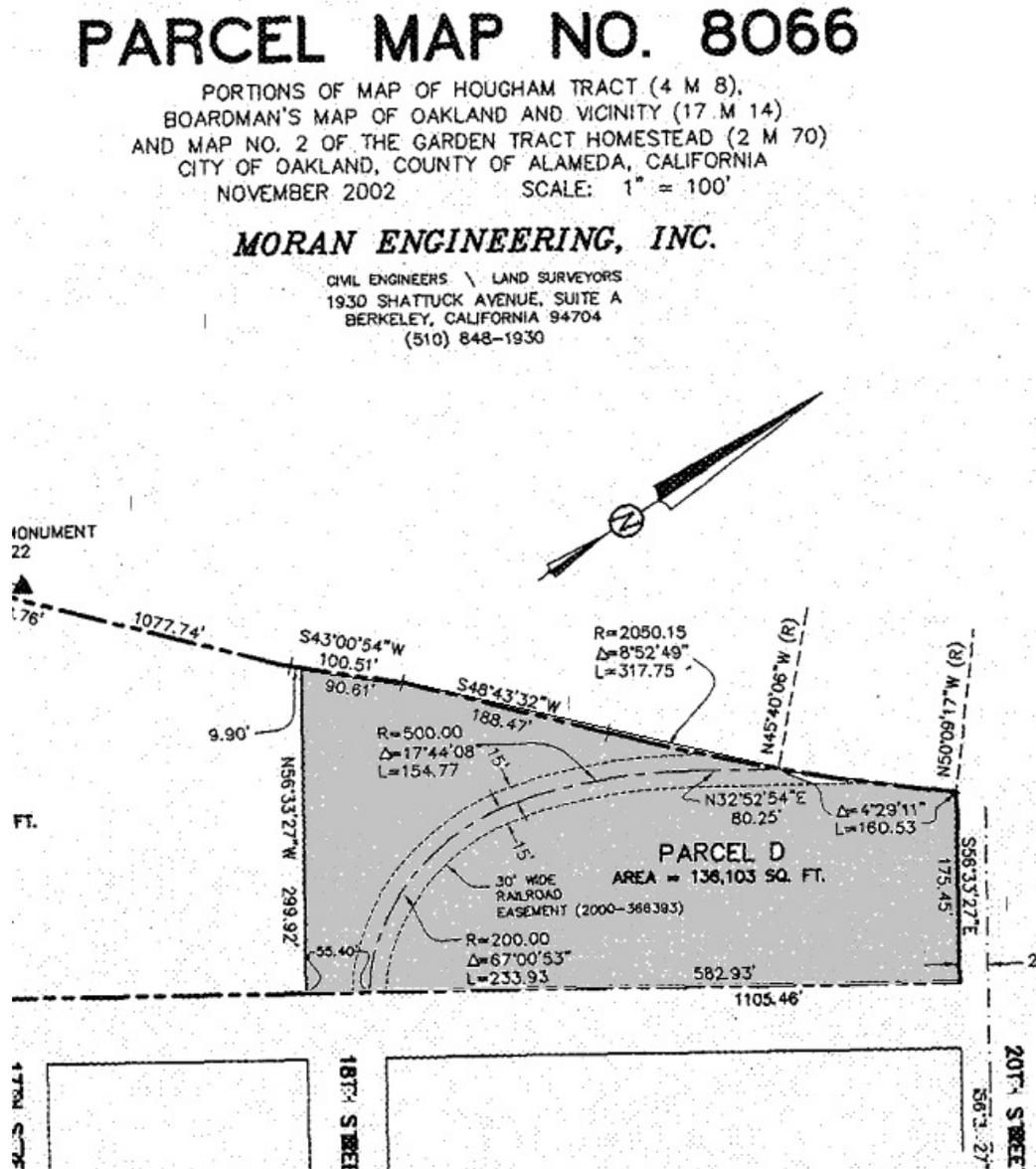


Figure 1: Parcel Map

B. Current Use and Site Availability

The site is currently vacant, and ready for remediation and development.

C. Environmental Contamination

According to previous discussions with the Water Board, the Project Site once contained an underground storage tank, above ground storage tanks, and an auto repair garage. An oil sump existed on the adjacent site and to the northwest corner of the subject site. Previous environmental investigations have revealed the existence of arsenic, lead, total petroleum hydrocarbons (TPHd) as diesel and polycyclic aromatic hydrocarbons in site soils at levels exceeding the Environmental Screening Levels (ESLs) established by the Water Board. In addition, the groundwater samples collected from the subject site showed concentrations of TPHd exceeding the ESLs. (According to the Water Board, there wouldn't be any need for groundwater remediation at the subject parcel. However, the Water Board is requiring soil remediation prior to the commencement of construction.)

Any available Environmental Documents can be reviewed upon request. Contact Christia Katz Mulvey at cmulvey@oaklandnet.com.

In 2008, it was estimated that remediation costs would be approximately \$300,000 dollars. Developers are encouraged to conduct their own due diligence regarding cleanup costs.

The property will be leased on an "As-is" basis.

D. The Existing Neighborhood

Greater West Oakland & Oakland Army Base Redevelopment Area

The Greater West Oakland area is a series of vibrant neighborhoods that include over 3,500 acres of residential and industrial land, located at the geographic center of the Bay Area. The area is bound roughly by Interstate 80 and the San Francisco-Oakland Bay Bridge (to the north), Interstate 980 (to the east), and the Oakland Estuary (to the west and south).

West Oakland boasts a rich and powerful history, originating as the western terminus of the transcontinental railroad in the 1860s, and later serving as a major World War II-era shipbuilding center. In the recent past, the area has been challenged by crime, poverty, and other issues, including the collapse of the Cypress Freeway structure in the 1989 Loma Prieta Earthquake. Today, however, the area is an up-and-coming residential area with a diverse mix of people who are actively engaged in enhancing their quality of life. West Oakland is anchored by the Port of Oakland—the fourth largest container seaport in the United States—and is supported by a network of interstate freeways, warehouses and intermodal rail yards.

West Oakland includes the 1,800-acre Oakland Army Base Redevelopment Project Area, which was created in 2000 in response to the closure of the Oakland Army Base. Although Redevelopment Agencies were dissolved legally from a funding perspective in 2012, the Project Areas created still exist under state law, as do the associated requirements for affordable housing production. The Army Base Project Area's only housing is within a limited area along Wood Street.

Wood Street Zoning District

In June 2005, the Oakland City Council approved the Wood Street Zoning District, which covers a 29.2-acre area in West Oakland, located along Wood Street between 10th Street and West Grand Avenue. Until recently, the area was a blighted, vacant industrial area. At the center of the District, at 16th & Wood, stands an elegant historic train station – which has been shut down for 30 years but which is being redeveloped into a major new mixed-use development that may include retail, educational, office, and civic uses, along with a 0.75-acre plaza. In the area immediately surrounding the Train Station and plaza, three developers are currently building or have recently completed housing developments. More than 1,500 new housing units, plus commercial space, have been approved for the District.

The 2014 West Oakland Specific Area Plan supports the implementation of the 2005 Wood Street Zoning District.

Completed Portions of the Wood Street Zoning District				
<i>Phase (Developer)</i>	<i>Units</i>	<i>Tenure</i>	<i>Affordability</i>	<i>Date Completed</i>
Ironhorse Apartments (BRIDGE Housing)	99	Rental	Affordable	2009
Zephyr Gate (Pulte Homes)	130	Ownership	Market	2009
Pacific Cannery Lofts (PCL Associates)	163	Ownership	Market	2009
Subtotal Completed Units	392			
Phases in Progress				
<i>Units</i>	<i>Tenure</i>	<i>Affordability</i>	<i>Last Update</i>	
2011-2195 Wood St (Holliday Development)	235*	TBD	Market	Planning Commission approval 12/3/14
Station House (City Ventures)	176*	Ownership	Market	Planning Commission approval 8/6/14
City's Wood Street Parcel	125 – 170	Mixed Tenure; Ownership preference	At least 125 affordable units	Subject of this RFP
Subtotal Units in Progress	536 – 581			
Total Units	928 - 973			
*also includes minor commercial space components				

Table 2: Wood Street Zoning District

More information about the Wood Street Zoning District is available at the following web address:
<http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak046606.pdf>

More information about the West Oakland Specific Area Plan is available at the following web address:
<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/DOWD008410>

E. Transit and Transportation Access

The Project site is just under a mile from the West Oakland BART Station, and is served by several nearby AC Transit bus lines, including Transbay service within 0.25 miles. It offers easy access to the I-880 freeway from West Grand Avenue. Bicycles and pedestrians can access the site from many points.

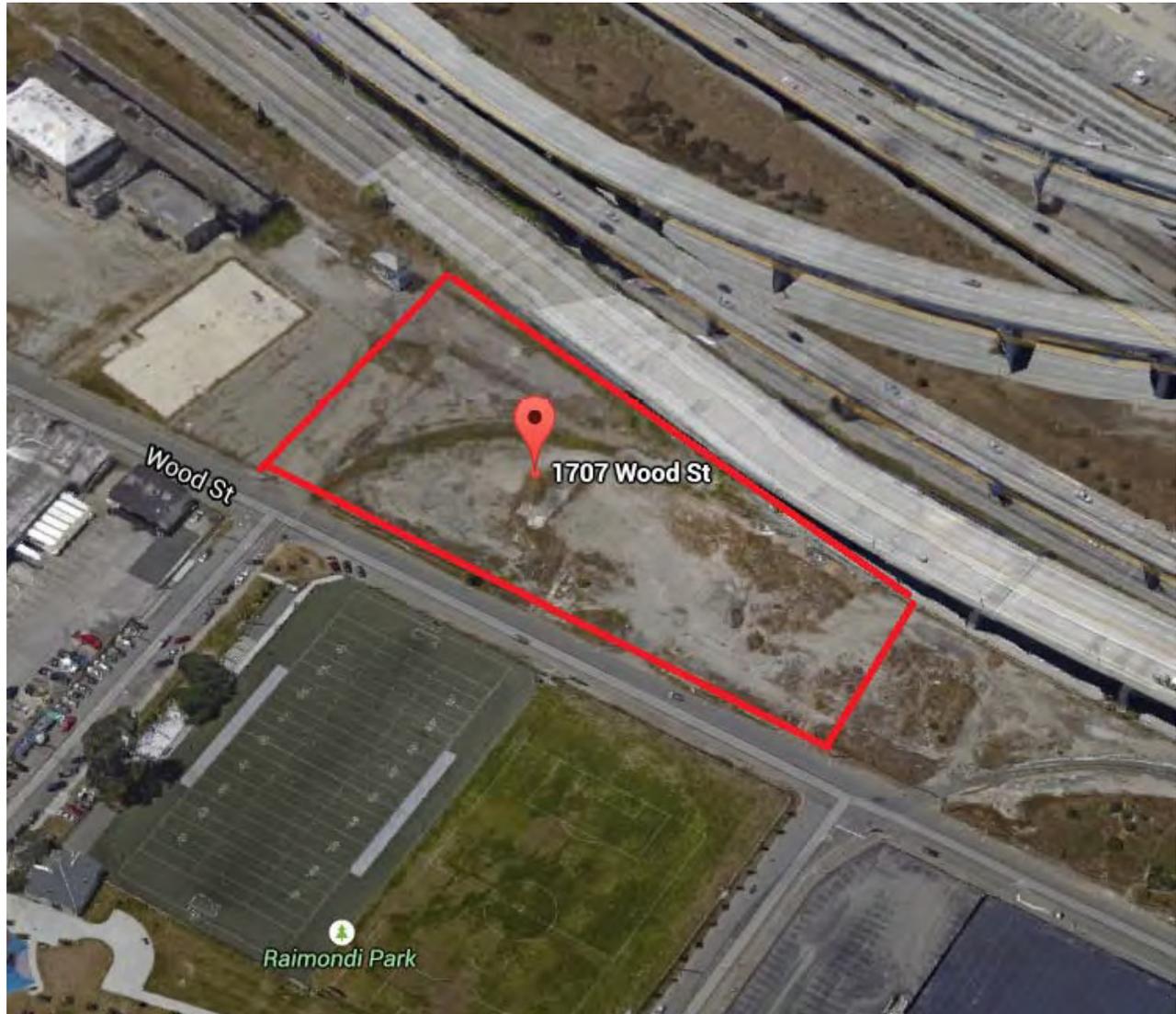


Figure 2: Project Site and Vicinity

IV. DEVELOPMENT CONCEPT AND OBJECTIVES

A. Public Improvements and Cost Sharing Agreements

A number of the Wood Street Conditions of Approval have financial impacts and shared benefits for the District as a whole. Owners of parcels in the District have therefore entered into Cost Sharing Agreements addressing the process of designing, constructing and paying for the public improvements that benefit the whole district, or for improvements that are shared between two or more parcels.

These Agreements are recorded on the property, and the selected Owner/Developer must assume these Agreements as a condition of taking title to the City parcel. The Agreements include estimated costs for various improvements and the percentage allocation that the developer of the Project Site will be responsible for. All applicants should read and understand the Cost Sharing Agreements.

Please review *Addendum 11: Cost Sharing Agreements*, to be released at the following web address: <https://www.oaklandca.gov/services/contracts-and-compliance/contracting-opportunities>.

B. Community Facilities District

The Conditions of Approval require owners within the Wood Street District to provide for the maintenance of public access areas (COA 33). Toward this end, a Community Facilities District (CFD) has been created. Each unit for this Project Site is estimated to be committed to an annual assessment of approximately \$100 per unit per year. This assessment has been included in the calculation of estimated Affordable Sales Prices provided in *Addendum 3*, available at the following website: <http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak030845.pdf>. Rental projects should include this annual assessment in their operating budgets.

Please review *Addendum 12: Community Facilities District Resolution*, to be released at the following web address: <https://www.oaklandca.gov/services/contracts-and-compliance/contracting-opportunities>.

C. Project Design and Components

The project design must be compatible with, and of the same finish quality as the near-by housing developments in the Wood Street District and will be a factor in evaluating proposals for this RFP. The Conditions of Approval require the Project not interfere with, or have a detrimental effect on the public use of Raimondi Park (COA 7).

The selected developer should anticipate hosting community meetings with neighbors and presenting to local organizations (such as the Neighborhood Crime Prevention Council (NCPC), Beat 5Y) to inform them about the planned design of the project.

D. Project Financing Requirements

Gap Financing

The City will transfer title to the Project Site to the selected owner/developer. The \$8,000,000 purchase price will become part of the City financing for the Project with associated loan and

regulatory agreements.

Should the selected developer require additional local subsidy, they will be expected to apply through the City's Notice of Affordable Housing Funding Availability (NOFA). The next NOFA is not scheduled to be released until Fall of 2019. The City has a preference for developments that would minimize or eliminate the need for additional City funding. City staff commits to working with the selected developer to secure outside sources of financing (e.g. tax credits, cap and trade funds, etc.).

Maximum City Subsidy Limits

Ownership Projects: The maximum City loan amount is fifty percent (50%) of the total residential development cost of the project's affordable units (those units subject to long term affordability restrictions).

Rental Projects: The maximum City loan amount is forty percent (40%) of the total residential development cost of the project's affordable units (those units subject to long term affordability restrictions).

Loan Terms

Ownership Projects: The City intends for its investment to enable new homeownership projects to remain permanently affordable. Under the terms of the City funding and by State law, all assisted ownership units must be sold to qualified homebuyers at an affordable housing cost. This requires that the assisted unit be sold at an affordable sales price. Each time the assisted unit is sold, it must be sold at not more than the affordable sales price, which is set by formula and is dependent on the Area Median Income (as determined by HUD) and prevailing interest rates for first mortgages at the time of sale.

The Agency will provide a forgivable construction loan to the developer. For mixed tenure projects, the loan amounts will be divided proportionally between the ownership and rental units. Loans for ownership projects are typically provided at a simple interest rate of three percent (3%) per annum, for a term of four (4) years. The Agency will forgive and convert to a grant that portion of its development loan equal to the difference between the total development cost and the total sales proceeds plus any other subsidies to the project.

Please review *Addendum 2: Affordable Homeownership Development Program*, and use the provided estimated Affordable Sales Prices in your budget projections.

Rental Projects: Loans for rental projects are typically provided at a simple interest rate of three percent (3%) per annum, for a term of fifty-five (55) years. Payments of interest and principal will be due from excess cash flow from operations after payment of operating costs, senior debt, reserves, and deferred developer fee. To the extent payments cannot be made, they will be deferred for the term of the loan. All loans are due on sale, refinancing, or transfer (except to a related entity, such as a limited partnership, subject to City approval).

City loans will be evidenced by a promissory note secured by a deed of trust on the project. A loan agreement will specify all development obligations. Post-occupancy use restrictions will be enforced through a regulatory agreement recorded against the project. The minimum term for affordability restrictions is 55 years.

Developer Fee Policy

See *Addendum 3: Guidelines for Developer Fees for Housing Development Projects* for a detailed breakdown of allowable fees and the disbursement schedule.

Subordination

The City will no longer subordinate its affordability covenants to the deeds of trust securing other lenders' financing, except in extraordinary circumstances. The affordability covenants control, among other things, the maximum income of tenants or buyers of project units, and the maximum rents or sales prices allowed for project units. The City deeds of trust may be subordinated to private financing on a case by case basis.

E. Sustainability and Green Building

Proposed projects are required to score at least the minimum points in each required category of GreenPoint Rated or LEED, and must certify the project during the design and construction process according to the chosen method. Preference points will be awarded to projects that score higher than 160 points on the Green Points Checklist or at the Gold or above level for LEED.

F. West Oakland Community Comments and Concerns

A meeting with stakeholders in the West Oakland community was held in early 2008. Below are some of the priorities and concerns voiced at that meeting that should be taken into account when applicants plan projects.

- Thorough land cleanup,
- Construction trucks to be covered,
- Determine the air quality impacts from the freeway and provide environmental records including testing records. A report prepared for the community regarding air quality at the Project Site is provided electronically,
- Support models for lower income residents to own their units (i.e. land trust, limited equity cooperative, Section 8, Habitat for Humanity self-help model, etc.),
- Build mix of low income ownership and rental units that are physically integrated with the rest of the project,
- Build family-friendly projects with kid-friendly community amenities,
- Provide creative financing to help residents purchase units,
- Conduct on-going community outreach to West Oakland residents throughout development of Wood Street Affordable Housing Project,
- Hiring West Oakland contractors and utilizing West Oakland small businesses.

During the 2014 West Oakland Specific Area Plan process, in addition to the above concerns, additional related concerns regarding development in this area at community meetings included:

- Strong concern regarding displacement
- Desire for access to youth facilities, child care and financial services
- Preservation/inclusion of opportunities for the arts

The selected developer should anticipate an on-going collaborative community process. Community members are anticipated to participate in the selection panel.

G. Encouraged Land Uses and Activities

The Project Site was purchased with funds for the acquisition and development of affordable housing, and City Council has previously provided direction that a major focus of development on the site should ideally be affordable homeownership development.

Although the primary focus of the Project has been on the development of long-term affordable home ownership units, proposals that incorporate both affordable rental housing and home ownership housing are also encouraged. Projects incorporating limited equity co-ops or other alternative housing models are also encouraged. Projects may also incorporate market rate and affordable units, as long as the project contains a minimum of 125 long-term affordable units.

This list is not intended to be exhaustive and the City is open to new ideas and creative uses, as long as the minimum thresholds of affordable units are met.

V.

REGULATORY SETTING

Below is a brief overview of the local regulatory framework applicable to the project. Additional requirements may apply. The proposed development must comply with all applicable local, regional and State regulations and requirements. *It is the responsibility of the developer to secure all necessary regulatory approvals regardless of what is noted in this RFP.*

A. General Plan, Wood Street Development District Zoning and the West Oakland Specific Area Plan

Wood Street Development District and *Conditions of Approval*

The Wood Street Development District was approved with extensive Conditions of Approval (COA), some of which are standard Conditions, others which are specific to the Wood Street District. Owners will be required to submit proof of compliance with the Conditions to the Planning Department prior to receiving the Certificate of Occupancy.

Some Conditions that applicants should be aware of are mentioned briefly below:

- Traffic mitigation payments estimated at \$11,500 for this parcel (COA 25, 26, 27, 28);
- Public street and pocket park improvements to 18th St., 20th St., and Wood Street along the length of the Project Site (COA 31, 82. Also see the Cost Sharing Agreements, described below);
- Use of a Construction Labor Partner to solicit, interview, test, select, train and prepare for construction work residents of West Oakland (COA 7A);
- BART shuttle or improved transit access to the District, to be provided within three months after the 300th unit in the District is issued its Certificate of Occupancy. This is currently being discussed jointly between the District's property owners and with AC Transit, without clear resolution of the impact at this time.

Please review Addendum 13: Conditions of Approval for VTPM 8555 parcel 1, available at the following website: <http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak046607.pdf>

Objectives and the West Oakland Specific Area Plan

In addition to being located within the Wood Street Planned Unit Development area, the Project Site sits within the boundaries of the West Oakland Specific Area Plan (the "Plan"). The Plan and its environmental impact report ("EIR") were adopted in the summer of 2014. The Plan was the result of years of community outreach and input. More information about the Plan, including the current draft, the EIR, schedule and all background materials can be found at:

<http://www2.oaklandnet.com/Government/o/PBN/OurOrganization/PlanningZoning/OAK028334>

The Plan defines several key objectives for housing within the Plan Area, including:

Goal: Expand upon, improve and stabilize the range of available housing opportunities.

Objectives

1. Avoid displacement of existing residents;

2. Stabilize rents;
3. Expand opportunities for affordable home ownership without concentrating low income housing;
4. Locate new housing near transit, including restricted affordable units where appropriate;
5. Improve existing housing stock;
6. Reduce conflicts between neighborhoods and industrial uses and limit the intrusion of truck routes and heavy traffic into residential areas;
7. Build a better relationship with the Oakland Housing Authority.

The Respondent is expected to understand and comply with all current zoning and General Plan regulations applicable to the site.

B. Environmental Review

CEQA Compliance

The Wood Street District developments received California Environmental Quality Act (CEQA) clearance on May 17, 2005. The proposed development Project will be subject to additional environmental review pursuant to CEQA and other City of Oakland environmental guidelines. Final determination of what constitutes compliance will be made by the City of Oakland as the Lead Agency under CEQA. The selected development team will be required to work with the City to determine whether a given project proposal is in compliance with the District's CEQA clearance.

Please review the Environmental Impact Report available on the CEDA Planning & Zoning Major Projects website:

<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/DOWD008410>.

NEPA Compliance

If the developer elects to use federal funds, the Project must also be assessed in accordance with the provisions of the National Environmental Policy Act of 1960 (NEPA) prior to loan closing.

Choice-Limiting Actions are prohibited during NEPA review. Applicants must refrain from undertaking activities that would have an adverse environmental impact or would otherwise limit the choice of reasonable alternatives between the time of funding application submittal and when the City has completed its environmental review process. Such activities include acquiring, rehabilitating, converting, leasing, repairing or constructing property, or committing or expending either Federal or non-Federal funds. Federal funds may not be used to reimburse an applicant for project related costs incurred after the applicant has submitted the application for these funds and before the completion of the NEPA environmental review process except for activities that are excluded and not subject to federal environmental review requirements, and for certain relocation costs.

The prohibition against choice-limiting actions begins on the date that the application for federal funding is submitted to that funding agency. Applicants are encouraged to check with the funding agency regarding eligible expenditures. Failure to comply with this requirement could result in a project being ineligible for that funding.

If you anticipate seeking federal funds, please contact staff at that federal funding agency prior to submitting your RFP application to discuss additional materials that may be required, such as a noise

study, for a NEPA review. If your proposal is selected and you are applying for federal funds for the project, contact City staff to begin the NEPA review process. City staff will seek to obtain NEPA approval in a timely manner. Completing the NEPA review, including local and federal noticing periods, takes a minimum of 8-12 weeks after receipt of all necessary information.

VI. MINIMUM QUALIFICATIONS & EVALUATION CRITERIA

SELECTION PROCEDURE

A. Description of Procedure

All proposals submitted in response to this RFP will be reviewed and evaluated based on information contained in the application, interviews, an investigation of the developer's past projects and performance, and other pertinent factors. Additional information from applicants may be requested.

Proposals will be reviewed by City staff. It is anticipated that some or all of the applicants will be asked to also make oral presentations to a Selection Committee made up of City staff, community members, and other stakeholders. Based on the staff evaluations, interviews, and review by the Selection Committee, staff will recommend the developer who demonstrates the best qualifications and commitment for producing a successful project to the Oakland City Council.

Minimum Qualifications

The City will not consider or evaluate submittals from Respondents that do not meet these minimum requirements:

1. Developers must have completed at least three housing projects (at least one of which is similar to the proposed project) to qualify. Developers who have successfully completed more than the minimum number of required projects within the last five years will be given preference.
2. Strong credit history and demonstrated ability to finance the project proposed on commercially reasonable terms from equity or debt from bona fide financial institutions.
3. A development team that includes, at a minimum, an experienced affordable housing developer, affordable housing property manager (if rental) an architect, and the technical experts necessary to rehabilitate the building.
4. A proposed project of 125 minimum residential units.

B. Evaluation Criteria

When it is determined that the applicant and project meet basic thresholds for experience, financing, income targeting, and other criteria described in this RFP, the projects will be ranked based on information provided in the application and in the oral interview. Factors to be considered in the selection process include but are not limited to (not in order of importance):

- Developer's relevant experience, particularly related to affordable housing development projects of approximately equivalent type, size, and complexity as the proposed Project.
- Proven ability of the applicant to implement projects quickly, effectively, and on budget.
- Financial strength of the applicant and the ability of the applicant to obtain equity and debt capital for the Project.
- Quality and appropriateness of site and development concept and Project design and relationship to the surrounding neighborhood.

- Demonstrated design and aesthetic understanding and appreciation, as demonstrated in previous Projects
- General financing approach to the Project and amount of non-City funds leveraged.
- The affordability mix and depth offered by the Project.
- Ability of the project to serve large families (3 bedroom and larger units).
- Extent the project addresses community concerns and goals.
- Proven ability to work with public agencies and communities.
- Extent project implements sustainability and green building practices. Applicant has the proven ability to incorporate green building practices into affordable housing projects.

SCORING CRITERIA

Complete applications will be scored in the following categories. Maximum points in each category are noted. The discussion following contains a more detailed description of the criteria. Some categories are not applicable for certain types of projects. As a result, scores are calculated as the percentage of points attained out of the total points possible for each project type. Please note that points will be rounded to the nearest ¼ point. **In all cases, points are awarded for exceeding, rather than meeting, the threshold requirements for the category.** See Discussion for further information.

	<i>Rental</i>	<i>Self Score</i>
I. Financial Characteristics	22 pts	
A. Leveraging	8	
B. Funding Commitments	14	
II. Homeownership Component	25 pts	
III. Target Population and Project Attributes	25 pts	
Income Targeting	10	
B. Unit Size	5	
C. Units for People with Special Needs	5	
D. Homeless - Permanent Supportive Housing Units	5	
IV. Developer Experience and Capacity	27 pts	
A. Developer Experience Exceeds Minimum	10	
B. Developer Capacity	8	
C. Developer Financial Strength	6	
D. Strength of the Development Team	3	
V. Readiness	5 pts	
VI. Sustainability	10 pts	
VII. Penalty for Nonperforming Previously Funded Projects	-10 pts	
Total Possible Points	114	

Table 3: Scoring Criteria

I. Financial Characteristics (22 points)

A. Leveraging: Degree to which outside funding will be pursued (8 points).

- Points will be awarded for projected financial resources excluding City of Oakland resources and tax credit equity as a percentage of the total development costs. $[(\text{leveraged financial resources}/\text{TDC}) \times 100]$
- City resources include loan and grant funds received by or committed to the project and land donations.
- Failure to be awarded funds from proposed resources after two rounds of application shall require reevaluation of feasibility. If the project's feasibility is in question, it may lose City funding upon expiration of the City's commitment.
- The higher the percentage of leveraged funding sources, the higher the score. Points will be awarded based on the following table:

Percentage of Leveraged Financial Resources Greater than:	Points
20%	2
25%	3
30%	4
35%	5
40%	6
45%	7
50%	8

Table 4: Leveraged Funding Points

B. Funding Commitments: Degree to which outside funding has been committed (14 points).

- Points will be given based on non-City financing currently committed to the project, as follows:
 - a. Up to 5 points will be awarded for each commitment of construction and permanent soft loans, grants, or tax credit financing of \$500,000 or more (e.g. TCAC, TOD/Infill, AHP, Oakland Housing Authority). **In order to receive points based on a tax credit award, project must have an award from TCAC. Letters of interests from investors will not receive points;**
 - b. Up to 5 points will be awarded for each commitment of operating subsidy.
 - c. Up to 3 points will be awarded for a commitment of construction or permanent hard debt mortgage financing of \$500,000 or more. To receive points, commitment letters from private sources must not require subordination of the City Regulatory or Affordability Agreement;
 - d. Up to 2 points will be awarded for each commitment of predevelopment or acquisition bridge loans of \$100,000 or more;
 - e. Up to 2 points will be awarded for other grant or soft loans of less than \$500,000.
- Other previously committed City funds, developer equity, homebuyer sales proceeds, or deferred developer fee will not be counted for points.
- Enforceable funding commitments must be provided to receive points. Letters of Interest are not sufficient.

- Enforceable loan commitments from private financing sources that require subordination of the City Regulatory Agreement, Affordability Agreement, or Resale Restrictions will not be counted for points.

II. Homeownership (25 points)

- One point per homeownership unit (Minimum 5)

III. Target Population (25 points rental, 21 points ownership)

A. Income Targeting: (10 points rental, 12 points ownership)

Rental Projects: Points are awarded for rental projects providing more extremely-low income rental units than the threshold requirement that 15% of units have rents no more than 30% of 30% of AMI.

- One point will be awarded for each additional full one-percent of affordable units with restricted rents at or below 30% of 30% of AMI.
- To score points for units with Project Based Section 8 or other rental subsidy contracts, it is assumed that those units will be kept affordable at or below 30% of AMI for the full 55-year loan term, regardless of whether the rental subsidy contract is renewed.

Ownership Projects: Points are awarded for ownership projects providing units for households earning less than 80% of AMI (all projects are required to have an average affordability level of 100% AMI).

- One point awarded for each one full percentage point of units with affordable sales prices based on an annual housing payment of 30% of 70% of AMI (targeted to households up to 80% of AMI).

B. Unit Size: Number of larger units (5 points rental, 9 points ownership).

Points are awarded for the number of units provided with 2, 3, or more bedrooms. Family projects are required to include a threshold minimum 15% of 3+ bedroom units.

- ½ point will be awarded for each 20% of units that have 2 bedrooms.
- 1 point will be awarded for each additional 5% of units with 3 bedrooms or larger (above the minimum threshold).

C. Housing for Households with Special Needs (5 points, rental projects only).

- One point awarded for each 5% of units set aside for households with special needs, up to a maximum of 5 points (see definition of Special Needs in the Program Description).
- To receive points, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded. Providing accessible units will not in and of itself be sufficient to score points.

D. Permanent Housing for Homeless Households (5 points, rental projects only).

- One point awarded for each 5% of permanent housing units set aside for formerly homeless families or individuals or those at risk of homelessness, up to a maximum of 5 points (see definition of Homeless and At Risk of Homelessness in the Program Description).
- Units must be permanent supportive housing (not transitional) to receive points in this category.
- To receive points in this category the owner/property manager must agree to incorporate the EveryOne Home Property Management Guidelines into the Management and

Marketing Plans for the property. See *Addendum 8* for the EveryOne HOME Property Management Guidelines.

- To receive points, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded.

IV. Developer Experience and Capacity (27 points rental, 26 points ownership)

Applicants should refer to the Minimum Developer Qualifications available in *Addendum 1* for minimum requirements to qualify for funding. Points are awarded on the following basis:

A. Developer Experience Exceeds Minimum (10 points).

- Points are awarded for completing more than three affordable housing projects on time and within budget in the last ten years (by the Developer, not other team members). 2 points will be awarded for each additional project completed within the last 5 years (up to 6 points).
- Points will be given for completing more than one project similar to the proposed project by the Developer within the last ten years. 2 points will be awarded for each additional similar project completed within the last 5 years (up to 4 points).
- If the developer is a joint venture, projects will be scored based on the experience of the lead developer. Where partners have approximately equal participation, the individual scores of each partner will be averaged.

B. Developer Capacity & Staffing (8 points).

- Points are awarded based on evidence that the lead staff, including the Project Manager and supervisory staff, proposed to work on the current proposal have the necessary experience and that the organization has adequate staffing capacity to undertake the project.

C. Developer Financial Strength (6 points).

- Points are awarded based on evidence that the Developer is financially sound and will be able to sustain the costs of effectively following through with the current proposal, based on review of current interim and previous two years' audited financial statements. Financial statement review will evaluate the organization's net assets, debt equity ratio, current assets and liabilities ratio, and other factors, using the Organizational Underwriting tool developed by Alameda County.

D. Strength of Development Team (3 points rental, 2 points ownership).

- Points are awarded based on evidence that the Development Team members (Property Manager, Attorney, Architect, Financial Consultant, etc.) exceed the minimum requirements.

V. Readiness (5 points)

- Projects that have submitted an executed MOU with a service partner to provide services to residents at the property will be eligible for 2.5 points per MOU up to 5 points. To receive points, in addition to the MOU, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be addressed.

VII. Sustainability (10 points)

- Maximum points will be awarded to new construction projects scoring higher than 160 110 points on the Green Points Checklist or at the Gold or above level for LEED (see the Application Instructions).
- New construction projects are required to score at least the minimum points in each required category of GreenPoint Rated or LEED and must certify the project during the design and construction process according to the chosen method.

VIII. Penalties for Nonperforming Previously Funded Projects (-10 points)

Within 24-months preceding a funding application, events occurring in connection with projects with City funding under the control of the sponsor will be used as the basis for penalties. Events will not result in negative points if they have been fully resolved as determined by, or to the satisfaction of the City as of the date of application.

Two points may be deducted at the City's discretion for each occurrence below with a maximum deduction of 10 points.

- Projects that have received City/Agency development funding and are returning for additional gap financing.
- Failure to properly maintain a project as determined by the City's property site inspections.
- Failure to comply with prevailing wage/Davis-Bacon, living wage, or other City contracting and employment programs.
- Unresolved defaults under any City agreement or on any agreement for a project that has City funding.
- Unjustifiable increases in City subsidy after the initial funding commitment or demonstrable failure to maximize non-City funding sources.
- Significant delays to a project schedule, as proposed in the initial application or per the schedule set forth by the City funding commitment or loan documents, that are under the control of the sponsor. Inability to meet deadlines imposed by external funding sources.
- Other significant violations of requirements of the City's housing development programs, programs of other public agencies, or agreements with private lenders (such as inadequately maintaining books and records; failure to comply with fair housing requirements; failure to achieve sustainability criteria; failure to properly certify tenant income eligibility; failure to adequately qualify prospective first-time homebuyers, etc.) that haven't been cured within a reasonable time period as determined by the City.

VII. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

A. Submittal Instructions

1. Schedule

RFP Release Date:	Tuesday, May 15, 2018
Pre-Submittal tour:	Wednesday, May 23, 2018, at 10:00 a.m. at the Project site (18 th and Wood Streets)
Mandatory Pre-submittal Conference:	Thursday, May 24, 2018 at 10:00 a.m. at One City Hall, Hearing Room 1
Written questions deadline:	Friday, June 15, 2018 at 4:00 p.m.
Submittal deadline:	Monday, July 16, 2018 at 4:00 p.m.

2. Pre-Submittal Site Tour and Respondent Conference

Interested parties are strongly encouraged to attend the pre-submittal site tour and required to attend the RFP respondent conference. The site tour will be held on Wednesday, May 23, 2018, from 10:00 a.m. to noon at the site (meet at 18th Street and Wood Street). City staff will address questions and offer a tour of the building. All parties will be required to sign liability waivers. The respondent conference will be held on Thursday, May 24th at 10:00 a.m. at One City Hall, Hearing Room 1, in order to address any questions regarding the RFP requirements.

3. Questions Regarding RFP

Any requests for information concerning, or clarification of, this RFP must be submitted in writing before 4:00 p.m. on Friday, June 15, 2018, to: Christia Katz Mulvey, 250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612 or by e-mail to cmulvey@oaklandnet.com.

Responses to all questions directed to staff either at the pre-submittal meeting or in writing prior the date above will be posted on the City's web page for this RFP. Respondents are presumed to have received any and all information contained and referenced in this RFP, transmitted to interested parties and posted on the City's web page for this RFP. Responses will be available at the following website:

<https://www.oaklandca.gov/services/housing-index-a-z/services-for-developers-and-contractors>

4. Number and Form of Submittals

Please submit 1 original and 4 copies of the submittal in the following format:

- Submittals must be prepared and submitted in an organized manner. Information must be printed double-sided to the extent possible. Page numbers and a table of contents are required and tab dividers are encouraged. Submittals must be submitted in 8½ x 11 inch, 3-hole punched format. The submittal can include 11 x 17 inch paper, folded, as necessary.

5. Submittal Delivery

The proposals are due to Housing and Community Development Department, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612 no later than 4:00 p.m. on Wednesday, July 11, 2018.

B. Submittal Requirements

The submission deadline is **Monday, July 16, 2018, at 4:00 p.m.** Applications submitted after this deadline will not be considered.

Submit **one original and four copies** of your proposal, including all necessary attachments and schedules, to:

Attn: Housing Development Unit
 Re: Wood Street Development District RFP
 City of Oakland – Housing & Community Development Department
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612

Applications should be submitted in 3-ring binders, with each item described in the Submission Requirements below contained in a separately tabbed section. The budgets and GreenPoint or LEED Checklist must be submitted electronically on disk or by email to cmulvey@oaklandnet.com. Please note the language of this RFP is subject to change pursuant to City of Oakland rules and regulations.

Introductory Information

1. Narrative Cover Letter

All proposals must include a cover letter that provides a basic description of the Project, including but not limited to the following:

- Proposed development concept and components (ownership/rental mix, the number and type of buildings and units, square feet, income targeting, amenities, etc.),
- Description of financing plan and any anticipated need for City gap financing,
- Proposed development schedule and phasing,
- Proposed character and quality of the development,
- Brief summary of how the Project achieves community and public objectives (demonstrated success in complying with Local and Small Business participation requirements, ability to work with the community, affordability of the units, integration of green building practices, and meeting concerns of West Oakland community, etc.),
- Brief summary of how the proposed Project interfaces with its surrounding environment and other adjacent developments,
- Brief description of common facilities and amenities, including computer technology, tenant and social services programs, and project specific open space,
- Potential project challenges,

- Any desired variance in standard loan terms.

2. Application Form

Complete the *Application Form* provided. The form can be downloaded from the web or requested via email from cmulvey@oaklandnet.com.

Developer Qualification Submissions

3. Developer Experience

Please review *Addendum 1: Minimum Developer Qualifications* for more information regarding developer requirements.

Provide the following information, in the provided *Developer Experience Worksheet*, or in roughly the same format, for all completed projects developed within the last five years. Developers must have completed at least three housing projects (at least one of which is similar to the proposed project) to qualify. Developers who have successfully completed more than the minimum number of required projects within the last five years will be given preference. The form can be downloaded from the web or requested by email from cmulvey@oaklandnet.com.

If a project is a joint venture, the lead developer must meet the experience thresholds and projects will be evaluated based on the experience of the lead developer. Where partners have approximately equal participation, the experience of each partner will be taken into account.

Project Name:	Completion Date:
City:	Total Project Cost:
Number of Units:	Rental or Ownership:
New Construction or Rehabilitation:	

Major Funding Sources

Project References - Individual in Local Governing Body most familiar with project.

(Include Name, Organization, Title or Relationship to Project, Address, and Phone)

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Completion (Relative to schedule and budget at start of construction)

Budget

On time, delayed (by ___ months), etc.	Project over budget by ___%
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If applicable, explain why project was delayed or over budget:

Project Key Staff	Name	Current Title	Role in Current Project
Project Manager			
Director of Real Estate Development			
Executive Director			
Other			
Other			

4. Developer Capacity

Provide the following information in the *Developer Capacity Worksheet*, or an equivalent format, documenting staff experience, and providing resumes for the key staff that will be assigned to the proposed project. The form can be downloaded from the web or requested by email from cmulvey@oaklandnet.com.

Project Staff	Name	Role in other current or planned developments (List role, project name, number of units, beginning and completion dates)	Years of Hsg Dev't Experience	Years with this Developer
Project Manager				
Director of Real Estate Development				
Executive Director				
Other				

5. Developer Financial Capacity

The City requests evidence that the development entity has the financial capacity to carry out the proposed project. Please provide:

- Audited Financial Statements from the past two years for all project sponsors, and current interim financial statements

- Letters from lenders (and investors, if the project involves tax credits) attesting to the developer's capacity to obtain financing to undertake the project.
- For the developer entity or any named individual, provide the following:
- Is the development entity or any named individual in the proposed project involved in any litigation or disputes that could result in a financial settlement having a materially adverse effect on the ability to execute a project? If yes, please explain.
- Has the development entity or any named individual ever filed for bankruptcy or had projects that have been foreclosed? If yes, please list the dates and circumstances.
- Is the development entity currently involved with the development of a competing project in the market area? If so, please identify the project and its status.

6. Development Team Experience

As a cover page to this Exhibit, identify the following members of the development team. If not yet selected, please indicate.

- Developer, if different from applicant
- Architect(s)/Engineer(s)
- Attorney(s) and/or Tax Professionals
- Property Management Agent and or Sales Manager
- Financial and Other Consultant(s)
- General Contractor

For each Team Member other than the developer, provide the following supplemental information. See *Addendum 1: Minimum Developer Qualifications* for specific requirements for each type of participant.

- Descriptions of at least 3 previous housing projects, including the address, number of units, total cost, completion date and funding sources.
- Resumes of the assigned project staff.

7. Joint Venture Agreement (if applicable)

If the applicant is a Joint Venture, a Joint Venture Agreement is required, clearly describing the roles and responsibilities of each partner, who is the lead partner, or if the responsibilities are approximately equally split between the partners and the term of the partnership.

Project Description Submissions

8. Project Concept Narrative

Provide a narrative describing the design concept of the proposed project, how the project complements the Wood Street Development District and the neighboring West Oakland community, how the development will address resident needs, and any particularly unique or innovative plans for the project.

9. Preliminary Design Sketches

All proposals should include conceptual architectural plans and preliminary design sketches, including a site plan with building footprint, a three-dimensional conceptual site plan, elevations or massing for the building(s), and the basic unit configurations and/or plans. Indicate the location and layout of housing units, common areas, parking, and entry/exit points (auto and pedestrian).

Renderings or photographs from the architect's previous work on similar developments should be included. A rendering for the proposed Project may be included, but is not required.

10. Project Schedule

Provide a project schedule indicating the timeline for design, financing applications, local planning and building approvals, construction start and completion, marketing, sales and/or lease up, and other significant development milestones.

11. Community Benefits and Involvement Summary

Describe how the project will address the West Oakland Community Concerns and Comments provided in this RFP. Describe how you will involve the community in the proposed project. Provide examples of previous projects that have involved community input and participation.

12. Market Conditions

Proposals shall identify the target market and project characteristics appropriate to that market. For ownership projects, proposals shall include a description of the sales prices in the area and describe the feasibility of the Project based upon market comparables. For rental projects, Proposals shall include a description of rents in the area and waiting lists for comparable projects in order to justify the developer's pro forma cash flow assumptions and income targeting.

13. Sustainability Plan

Applicants must submit an initial checklist for either the GreenPoint Rated (<http://www.builditgreen.org/greenpoint-rated>) or LEED (<http://www.usgbc.org/leed>) certification. All projects are required to be either GreenPoint Rated or LEED certified.

Other rating or certification systems may also be acceptable, but the equivalency of the proposed system and the score to be achieved must be reviewed and approved by City Staff prior to application submittal.

Applicants should download the appropriate Green Point or LEED Checklist or request via email. Applicants should submit a hard copy of the Checklist, and also should provide an electronic copy either on disk with your application or via email to cmulvey@oaklandnet.com.

It is understood that project designs are in early stages of development, and therefore, applicants are asked to complete the GreenPoint or LEED checklists based on their intent to incorporate green building components. The selected project will be evaluated for the actual design prior to start of construction and will be required to achieve approximately the same GreenPoint or LEED score range as was achieved for this RFP.

14. Resident Services Plan (rental projects only)

Projects that include a rental housing component should include a Resident Services Plan. The Plan should be well defined, identify committed or proposed funding sources (projects with committed funding receive preference), have an identified provider, and show evidence of consultation with established service providers. Service coordination reasonable for the programs provided and size and type of population being served may be funded as an operating cost.

Services may include free or sliding-scale services such as computer classes and the provision of a common computer room, credit counseling, child care, employment and training programs, ESL classes, after school programs, individual case management, counselors, health services, or other services relevant for the community served.

15. Preliminary Marketing Plan

See the *Addendum 4: Affirmative Fair Marketing Procedures* for guidelines. For ownership projects, also see *Addendum 2: Affordable Homeownership Development Program*. Marketing plans for ownership projects must at a minimum provide information on the marketing process, method for educating buyers on resale restrictions, and a description of the proposed homebuyer counseling program (pre- and post-purchase). The City must be involved in reviewing and presenting the City's affordability restrictions to potential buyers. A Final Marketing Plan will be required 180 days prior to construction completion (for rental projects) or prior to beginning of marketing units (for ownership projects) and must be approved before marketing can begin.

Financing Plan Submissions

Use the City's Excel spreadsheets for the below Financing Plan submissions. The spreadsheets can be downloaded from the web or requested by email from cmulvey@oaklandnet.com.

Please note that there are separate budget formats for rental and ownership housing. If the project includes both rental and ownership components, please provide separate budgets for each. Applicants should submit a hard copy of each completed spreadsheet under the appropriate exhibit, and provide an electronic copy either on disk with your application or via email to cmulvey@oaklandnet.com.

If the Project proposes to request additional City funds, please round requested City loan amounts to \$1,000 increments. Further instructions for completing the spreadsheets are included with the electronic files.

16. Development Budget (ownership and rental)

Complete the Development Budget worksheet in the City's provided format. Please note that there are separate budget formats for rental and ownership housing. If the project includes both rental and ownership components, please provide separate budgets for each component. Submit a hard copy and provide electronically on disk or by email to cmulvey@oaklandnet.com.

17. Operating Budget (rental only)

If the project includes a rental component, complete the Operating Budget worksheet in the City's provided format. Submit a hard copy and provide electronically on disk or by email to

cmulvey@oaklandnet.com.

18. Financial Summary (ownership and rental)

Complete the Financial Summary worksheet in the City's provided format. If the project includes both rental and ownership components, please provide separate spreadsheets for each component. Submit a hard copy and provide electronically on disk or by email to cmulvey@oaklandnet.com.

19. Unit Size and Affordability Worksheet (ownership and rental)

Complete the Unit Size and Affordability Worksheet in the City's provided format. Please note that there are separate budget formats for rental and ownership housing. If the project includes both rental and ownership components, please provide separate spreadsheets for each component. Submit a hard copy and provide electronically on disk or by email to cmulvey@oaklandnet.com.

Please review the 2018 Income and Rent Limits and the Affordable Homeownership Development Program description.

Submit a hard copy and provide electronically on disk or by email to cmulvey@oaklandnet.com.

20. Operating Proforma (rental only)

For rental proposals, provide a 30-Year Pro-Forma analysis following the format below which should be submitted electronically in Excel. Gross Potential Residential Income used here for the initial year must match that figure calculated in the Unit Size and Affordability Analysis. Additionally, use the following assumptions:

- 5% annual vacancy/collection loss for family, senior, and preservation projects
- 3.5% annual increase for expenses (other than property taxes and replacement reserves deposit). A higher annual increase of 5% is recommended for utilities.
- 2% annual increase for property tax
- 2.5% annual increase for income
- First year operating expenses should equal annual total shown in the Operating Budget
- Annual replacement reserves deposit of at least 0.6% of the replacement cost of the structure up to a maximum of \$600 for family projects and \$500 for senior projects
- Annual deposits of not less than 2% of annual gross rental income are required until an operating reserve has been capitalized at a level equal to six months operating costs and debt service. The operating reserve must be maintained at the level of six months of operating costs during the term of the Regulatory Agreement.
- Partnership/Asset Management fees (for tax credit projects only) may not exceed a combined total of \$25,000 annually but may increase by 3% per year.

Gross Potential Residential Income	
plus Commercial Income	
plus Laundry and Other Income	
Gross Scheduled Income	
(Less Vacancy Allowance and Collection Loss)	
Effective Gross Income	
(Less Operating Expenses)	
Net Operating Income	
(Less Debt Service)	
(Less Operating Reserves)	
(Less Replacement Reserves)	
(Less Deferred Developer Fee - if applicable)	
(Less Partnership/Asset Management Fee - if applicable)	
Cash Flow	
City Loan Residual Receipts Payment (50%)	
Incentive Management Fee (50%)	
Debt Coverage Ratio	

Table 5: Pro Forma

VIII. SELECTION PROCESS, AWARD AND NEXT STEPS

A. Completeness Review

City will review all submittals to determine whether they are complete and responsive to this RFP. Only submittals that are complete, responsive and meet all requirements of this RFP will be evaluated during the selection process. The City will deem a submittal non-responsive and ineligible for consideration for any of the following reasons:

1. The submittal does not include all information specified in Section VIII of this RFP.
2. The submittal is not responsive to the City's development objectives and key terms (Sections IV and V).
3. The Respondent does not meet the minimum qualifications (Section VII).
4. The submittal is submitted after the deadline.
5. The submittal is submitted without the earnest money deposit.
6. The submittal is submitted with incomplete or missing forms or attachments.
7. The submittal includes information that is false or misleading.
8. The submittal is only transmitted by electronic mail.

The City will send a letter to any Respondent whose submittal is deemed non-responsive and will indicate the reason(s) that the submittal is deemed non-responsive.

B. Evaluation and Recommendation

Complete and responsive submittals from qualified Respondents will be reviewed in detail by staff. If warranted, the City reserves the right to request clarification or additional information from individual Respondents. Staff will contact references and industry sources and investigate previous projects and current commitments. Staff will review the confidential Financial Capacity Materials provided to assess the financial capability of each Respondent to undertake the project proposed.

The submittals (except for the Confidential Financial Materials) will then be reviewed and evaluated by an evaluation panel consisting of city staff and possibly community stakeholders and professionals with experience in real estate economics, land use planning, architecture/urban design or other relevant fields. Respondents, or a subset of respondents deemed most responsive to the requirements and terms of this RFP, will be asked to present their proposal to the evaluation panel in the form of an interview. Respondents may be asked to present proposals to other interested stakeholders for input during the evaluation process. The evaluation panel will score submittals according to the evaluation criteria in Section VII.

C. City Council Determination

Staff will recommend to the City Council one Respondent to advance to exclusive negotiations to

refine a development project for the building. The staff report supporting the recommendation may include information gathered during the evaluation process, including the results of reference checks, as well as information provided by the Respondent. The City Council may elect to direct staff to enter into negotiations with the recommended Respondent. The City Council, in its sole and absolute discretion, will make such decision.

The City Council's selection of a Respondent for exclusive negotiations will not imply the City's acceptance of all terms of the selected Respondent's submittal or that a final agreement with Respondent will be executed, which will be subject to further negotiations and approvals before the City may be legally bound.

D. Exclusive Negotiations and Non-Refundable Deposit

Upon City Council selection of Respondent, City staff and the selected Respondent will negotiate the terms of an Exclusive Negotiations Agreement to further refine the development project, negotiate required transaction documents and secure approvals. The ENA will contain time and performance benchmarks, including provisions for Respondent's payment of liquidated damages and termination for non-performance, and possibly provide for the Respondent to fund the City's costs associated with project planning and review. If a satisfactory ENA cannot be negotiated with a selected Respondent, the City, at its sole discretion, may terminate negotiations with the selected Respondent and begin exclusive negotiations with another qualified Respondent, conditioned on the City's receipt of a new earnest money deposit from that Respondent.

Assessing the feasibility of developing 125 units of affordable housing on the Project Site may require more extensive due diligence than Respondents might be able to undertake in preparing a RFP submittal. The first milestone of the ENA will be refinement of the Development Concept into a more specific proposal. The "Project Proposal" will define the proposed development program

(including any phasing), development costs, land uses, business terms, private investment, etc. If agreement cannot be reached on a feasible Project

Proposal by the time specified in the ENA, the City may terminate the ENA and commence negotiations with another qualified respondent.

The selected Respondent should anticipate, and participate in, substantive discussions with staff, community stakeholders and other interested parties and policy makers during the term of the ENA. The Respondent also should anticipate revisions to their Rehabilitation Concept and, later, their Project Proposal as a result of negotiations with the City and as a result of the public regulatory review process. The period of exclusive negotiations may be extended solely at the City's discretion for an extension period as determined by the City Council, in its sole and absolute discretion, provided that the selected Respondent has met certain benchmarks as otherwise required in the ENA.

During the period of exclusive negotiations, the following events are anticipated:

1. Negotiation of a lease disposition and development agreement ("LDDA") defining parameters for development, a performance schedule, development standards and requirements and conditions to be satisfied before the City will enter into a lease of the project site.
2. Negotiation of a form lease and related documents for the lease of the building in a final form

approved by the City Attorney's Office incorporating specific terms, including the City's and selected Respondent's respective responsibilities and the economic parameters.

3. The selected Respondent will secure financial commitments for the proposed project from lenders and/or equity sources and, if applicable, preliminary sublease commitments from proposed anchor and other tenants.

4. The selected Respondent, with the City's cooperation and prior approval, will initiate and complete the project approval processes.

5. The selected Respondent will undertake any required environmental review.

Within 30 days of executing an ENA between the City and the Respondent, the City will require a non-refundable deposit of \$25,000, which will be considered a Project Expense Payment (PEP), to cover City costs associated with managing the project.

E. LDDA and Other Transaction Approvals

Upon completion of any required environmental review and negotiations by staff, the City Council may, but is not required to, approve a lease, LDDA and any related documents.

IX. CITY OF OAKLAND REQUIREMENTS AND PROGRAMS

A. REQUIREMENTS APPLICABLE TO ALL PROPOSALS

Applicant shall submit a completed combined contract schedules form, which includes the following specific schedules:

- Schedule B-1 – Declaration of Compliance with the Arizona Resolution 82727
Applicant agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarter for the duration of the agreement with the City of Oakland or until Arizona rescinds SB 1070.

Applicant acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

- Schedule C-1 – Declaration of Compliance with The Americans With Disabilities Act
- Schedule D – Ownership, Ethnicity and Gender
- Schedule K – Pending Dispute Disclosure

All entities are required to disclose pending disputes with the City when bids, proposals or applications are submitted for a City contract or transaction, involving, but not limited to:

- Contracts with project developments, including Disposition and Development Agreement, Lease Disposition and Development Agreement, and other participate agreements;
 - Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
- Schedule M – Independent Contractor Questionnaire
 - Schedule N – Living Wage – Declaration of Compliance

The City of Oakland Living Wage Ordinance requires that, unless specific exemptions apply, or a waiver is granted, all recipients of \$100,000 or more in any twelve-month period from the City or ORSA (including recipients of land write downs), shall pay employees at or above the current applicable living wage rate set forth by the City of Oakland. As of July 1st, 2018, the applicable living wage rate shall be \$13.75 per hour if health benefits of at least \$2.03 per

hour are offered. If no health benefits are offered, a pay rate of \$15.78 per hour is required. Such rates shall be adjusted annually pursuant the terms of the City's Living Wage Ordinance. These requirements will also apply to service contractors who receive service contracts of \$25,000 or more. The Ordinance also requires submission of the Declaration of Compliance, Schedule N.

Under the provisions of the City's Living Wage Ordinance (Oakland Municipal Code 2.28), the City shall have the authority, under appropriate circumstances, to terminate and seek remedies as set forth therein for violations of the Policy.

More information can be found at the City of Oakland's website at:
<https://www.oaklandca.gov/departments/contracts-compliance>

- Schedule N-1 – Equal Benefits – Declaration of Nondiscrimination

The applicant may be subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following entities are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

The Equal Benefits Ordinance requires among other things, submission of Schedule N-1.

- Schedule P - Nuclear Free Zone – Ordinance 11474 C.M.S.
- Schedule U - Compliance Commitment Agreement
- Schedule V - Affidavit of Non-Disciplinary or Investigatory Action
- Oakland’s Minimum Wage Law certification
- Affirmative Action certification

In addition, the following City requirements and policies are applicable to all proposed projects. Note that Schedules E, O and K described below must be submitted as part of Respondent’s proposal.

2. Project Consultant Team (Schedule E): Respondent shall submit information concerning the ownership and workforce composition of Contractor’s firm using Schedule E, Project Consultant Team, as part of the proposal, which can be found at:

www2.oaklandnet.com/w/oak023379

3. Limitation on Campaign Contributions (Schedule O)

The Oakland Campaign Reform Act prohibits parties doing business or seeking to do business with the City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion or termination of negotiations. Respondents are required to submit the Acknowledgement of Campaign Contributions Limits form attached as Schedule O as part of the proposal. Schedule O can be found at:

www2.oaklandnet.com/w/oak023287

4. Contracting and Employment Requirements and Programs

- 50% Local and Small Local For-Profit and Not-For-Profit Business Enterprise Program (L/SLBE)
- 50% Local Employment Program
- 15% Oakland Apprenticeship Program
- City of Oakland Equal Benefits Ordinance
- Electronic Certified Payroll Submittals (for construction)
- Additional contracting requirements and instructions include:
 - The use of contractors that appear on the federal government’s list of suspended and debarred contractors is expressly prohibited.
 - The Developer must require Prime Contractors and all subcontractors to enter ALL certified payroll reports into the Labor Compliance Program (LCP) tracker in accordance

with Special Provision Section 7 subsection 7-2.2.1. The LCP tracker is a web-based program that monitors the payment of Davis Bacon and State of California prevailing wages. The prime contractor will be charged a monthly fee for this service (subcontractors will not be charged).

- The 50% L/SLBE requirement must be met on both the professional services and construction phases of each project. A minimum of 25% of this requirement must be met with SLBE participation.

Applicants are strongly encouraged to contact the Contract Compliance and Employment Services Division at (510) 238-3970 or visit the website, <https://www.oaklandca.gov/departments/contracts-compliance>, for any questions regarding specific requirements of the City's contracting and employment programs. Please note this language is subject to change pursuant to City of Oakland rules and regulations.

5. Prevailing Wage Requirements

Projects that are subsidized will be subject to the City's prevailing wage policy, which requires all workers performing construction work on a project be paid prevailing wages as determined under the California Labor Code and implementing regulations.

The general contractor selected must comply with the State of California Prevailing Wage as determined by the Department of Industrial Relations. General prevailing wage rates can be obtained via www.dir.ca.gov/DLSR.

6. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States - Mexico border.

All vendors seeking to do business with the City of Oakland must are complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

7. Insurance (*Addendum 9: Insurance Requirements*) Applicant may be required to submit insurance coverage relating to construction services. All policies must name the City as an additional insured. For more information on insurance requirements for construction services,

please review *Addendum 9*.

8. Subcontractor, Supplier, Trucking Listing (Schedule R)

Applicant may be requested to submit a list of all subcontractors and supplies using Schedule R with values in excess of one-half of 1 percent of the prime contractor's (or general contractor's) total bid or ten thousand dollars (\$10,000), whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project.

9. Recycling & Waste Reduction (Jobsite Waste Reduction & Recycling Plan Form)

The Waste Reduction and Recycling Plan (WRRP) must be completed for any new construction, any demolition (excludes single family & duplex) and any addition or alteration with a construction value exceeding \$50,000 (excludes single family & duplex). WRRP must be submitted and approved prior to issuance of building permits. Incomplete forms will be returned to applicant and may delay issuance of permits

10. Insurance

Commencing on the date that the City Council approves an ENA and for the life of the project, Respondent must obtain comprehensive general liability and property (hazard) insurance coverage of at least \$2 million. The City also requires property damage or builder's risk insurance in an amount equal to 100% of the replacement cost of the structure, with a lender's loss payable endorsement in favor of the City. Construction contractors will be required to obtain liability and builder's risk insurance in an amount equal to \$2 million. Automobile insurance, professional liability, workers' compensation and employer's liability coverage are also required.

All policies must name the City as an additional insured. For more information on insurance requirements, please review *Addendum 9*.

11. Indemnification

Commencing on the date the City Council approves the ENA and for the life of the Project, the selected development team shall, to the fullest extent allowable by law, hold harmless, defend at its own expense and indemnify the City, and their 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, including reasonable attorney's fees, directly or indirectly arising from all acts or omissions to act of the development team or its officers, agents or employees connected with the performance of the ENA and any of the contractor's development team's operations or activities related thereto, excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts.

12. Environmental Review and Assessment - CEQA

Developer should consult with Oakland's planning department to determine CEQA requirements for this project. Information about the Wood Street CEQA process is available at the Wood Street development's web address:

<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/DOWD008410>

The City cannot enter into any LDDA for development of the property until environmental review under the California Environmental Quality Act ("CEQA") is complete. Changes to the proposed project may occur or be required during the course of public review of the proposed project, during the extensive approval processes that will follow CEQA review, and in response to other City and public concerns that may arise, and those changes may require additional CEQA review if the changes have not already been analyzed. If a project is found to cause significant adverse impacts, the City retains absolute discretion to require additional environmental analysis, and to: (1) modify the project to mitigate significant adverse environmental impacts; (2) select feasible alternatives that avoid significant adverse impacts of the proposed project; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the project, as identified upon environmental evaluation in compliance with applicable environmental law; (4) reject the project as proposed if the economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or (5) approve the project upon a finding that the economic and social benefits of the project outweigh otherwise unavoidable significant adverse impacts.

13. Nondiscrimination

All respondents must agree not to discriminate on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis.

14. Public Record

Respondents should understand that under the California Public Records Act and the City's Sunshine Ordinance, all documents that are submitted in response to this RFP, including financial information, are considered public records and will be made available to the public upon request, unless specifically exempted under the law.

15. Conflict of Interest

No public official of the City who participates in the decision-making process concerning selection of a developer or a project may have or receive a direct or indirect economic interest in the developer or the project.

16. Sustainability – Green Building Ordinance

In 2005, the City adopted a Green Building Ordinance that will apply to all projects. For more information about the Ordinance, go to the following website:

<http://www2.oaklandnet.com/Government/o/PBN/OurServices/GreenBuilding/index.htm>

Continuing this leadership, the City Council, on October 19, 2010, pursuant to Ordinance No. 13040 C.M.S. adopted a comprehensive green building ordinance for private development projects. In addition to Oakland's local green building ordinance, the state of California adopted a Green Building Code known as CALGreen in 2010. Both the City's local ordinance and the 2013 amendments to CALGreen are now in effect. Follow the link below to visit the City's policies and

requirements page:

<http://www2.oaklandnet.com/Government/o/PBN/OurServices/GreenBuilding/OAK022992>

Green Building Guidelines and Technical Assistance:

Additional information regarding green building techniques can be found at the following locations:

- Oakland's Green Building Resource Center (2nd Floor, 250 Frank Ogawa Plaza), or <http://www2.oaklandnet.com/Government/o/PBN/OurServices/GreenBuilding/index.htm>
- StopWaste.org, at www.stopwaste.org
- Build It Green, at www.builditgreen.org, especially for information about the GreenPoint Rated program.
- Leadership in Environmental Energy and Design: LEED: www.usgbc.org/leed

X. ADDITIONAL TERMS AND CONDITIONS

A. Development Team Expenses

Development teams responding to this RFP do so at their own expense. The City will not reimburse development teams for any costs related to this RFP or any activities conducted during the negotiation period.

B. Liability Waiver

By responding to this RFP, every member of each development team waives any claim, liability or expense whatsoever against the City and its respective officers, commissioners, employees and volunteers.

C. Development Team's Responsibility

After transfer or execution of a ground lease for the property, the selected development team will be solely responsible for construction of all improvements according to the City-approved construction documents, and in accordance with applicable City building codes. This includes, but is not limited to, all on-site improvements and any changes from existing conditions, including site remediation, underground utilities, street lighting, curbs, gutters, street trees and sidewalks.

D. City Non-Responsibility

The Property will be conveyed to the selected development team in an "as is" condition without warranties. The City has no obligation to perform any site remediation; demolish any improvements on the site; remove, relocate or install utilities; complete on-site or off-site preparation work or improvements or make any changes whatsoever to existing conditions prior to conveyance of the Property to the developer.

E. Geotechnical and Environmental Investigations

All geotechnical and environmental investigations prior to transfer of the Property must be conducted by licensed companies retained by developer for that purpose, which investigations may only occur upon the issuance of a Right of Entry by city staff, which may be included in the ENA.

F. Right to Modify or Suspend RFP

The City's issuance of this RFP is not a promise or an agreement that the City will actually enter into any contract. The City reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to do the following:

- Modify, suspend or terminate any and all aspects of the selection process, including, but not limited to this RFP and all or any portion of the developer selection process from the date on which this RFP is issued until the parties approve a ENA;
- Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions;

- Reject any and all submittals;
- Request some or all Respondents to revise submittals;
- Waive any defects as to form or content of the RFP or any other step in the selection process;
- Reject all proposals and reissue the RFP;
- Procure the desired proposals by any other means or not proceed in procuring the proposals;
- Negotiate and modify any and all terms of an agreement;
- Accept or reject any respondent for exclusive negotiations.

The City may modify, clarify and change this RFP by issuing one or more written addenda. Addenda will be posted on the City's website, and notice of the posting will be sent by electronic mail to each party that attended the pre-bid meeting and signed-in. The City will make reasonable efforts to notify interested parties in a timely manner of modifications to this RFP but each Respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the City. Therefore, the City strongly encourages interested parties to check the City's web page for this RFP frequently.

G. Public Records

Applicants should understand that under the California Public Records Act and the City's Sunshine Ordinance, all documents that are submitted in response to this Notice, including financial information, are considered public records and will be made available to the public upon request.

H. Respondent's Duty to Investigate

It is the sole responsibility of the selected respondent to investigate and determine the condition of the Property and the suitability of the conditions for any proposed improvements and use.

The information presented in this RFP and in any report or other information provided by the City is provided solely for the convenience

of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City provides no representations, assurances or warranties pertaining to the accuracy of the information.

Respondents are responsible for reviewing all portions of this RFP and any other information provided by the City in relation to this RFP.

Respondents are to notify the City in writing of any ambiguity, discrepancy, omission or other error in this RFP promptly after discovery, but in no event later than fifteen (15) business days before the deadline to submit submittals. Any concerns over ambiguity, discrepancy, omission or other error in this RFP from an interested party not provided to the City in a timely fashion will not be able to be accommodated or addressed.

The City's failure to object to an error, omission or deviation in any submittal will in no way

modify this RFP or excuse Respondents from full compliance with the requirements of this RFP.

XI. ADDENDA

A. Addenda 1-10: Affordable Housing Development Financing Program

These addenda are part of the 2017-2019 City of Oakland Housing Development NOFA, and are available at the following web address:

<http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak065437.pdf>. The link contains the following sections:

Addendum 1: Minimum Developer Qualifications

Addendum 2: Affordable Homeownership Development Program

Addendum 3: Guidelines for Developer Fees for Housing Development Projects

Addendum 4: Affirmative Fair Marketing Procedures

Addendum 5: Income Limits, Rent Payment Limits, and Utility Allowance

Addendum 6: Census Tracts with Poverty Rates below the City Average

Addendum 7: Census Tracts with Poverty Rates below the City Average

Addendum 8: EveryOne HOME Property Management Guidelines

Addendum 9: Insurance Requirements

Addendum 10: Oakland Displacee, Neighborhood Resident, Oakland Resident and Oakland Worker Preference Regulation for Multifamily Affordable Housing

B. Addendum 11: Cost Sharing Agreement

This addendum will be available for download at the following web address:

<https://www.oaklandca.gov/services/contracts-and-compliance/contracting-opportunities>.

C. Addendum 12: Community Facilities District Resolution

This addendum will be available for download at the following web address:

<https://www.oaklandca.gov/services/contracts-and-compliance/contracting-opportunities>.

D. Addendum 13: Conditions of Approval for VTPM 8555 Parcel 1

This addendum can be downloaded from the following web address:

<http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak046607.pdf>.

E. Addendum 14: Combined Contract Schedules form

This addendum can be downloaded from the following web address:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak050306.pdf>. **A completed form must be submitted with proposal.**

XII. ATTACHMENTS

A. SCHEDULE E: PROJECT CONSULTANT TEAM LISTING

See below. This form can also be downloaded from the Contracts and Compliance section of the City of Oakland's website:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf>. A copy may also be requested from Paula Peav at ppeav@oaklandnet.com or 510-238-3190.

B. SCHEDULE E-2: OAKLAND WORKFORCE VERIFICATION

See below. This form can also be downloaded from the Contracts and Compliance section of the City of Oakland's website:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf>. A copy may also be requested from Paula Peav at ppeav@oaklandnet.com or 510-238-3190.

C. SCHEDULE O: CAMPAIGN CONTRIBUTION LIMITS

See below. This form can also be downloaded from the Contracts and Compliance section of the City of Oakland's website:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf>. A copy may also be requested from Paula Peav at ppeav@oaklandnet.com or 510-238-3190.

D. SCHEDULE W: BORDER WALL PROHIBITION FORM

See below. This form can also be downloaded from Contracts and Compliance website:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak069730.pdf>.

A copy may also be requested from Paula Peav at ppeav@oaklandnet.com or 510-238-3190.

E. Combined Contract Schedule

See below. This form can also be downloaded from Contracts and Compliance website:

[http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak050306.p](http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak050306.pdf)

[df](http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak050306.pdf). A copy may also be requested from Paula Peav at ppeav@oaklandnet.com or 510-238-3190.



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an Original Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) Bid Proposal Qualification Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

_____/_____/_____
Signature Date

Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ____/____/____ By _____

Date Entered on Contractor Database: ____/____/____ By _____

SCHEDULE W
BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator’s Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called “Border Wall”.

I declare that I understand Ordinance #13459 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner) (Date)

(Name of Business Entity) (Street Address City, State and Zip Code)

(Name of Parent Company)

Combined Contract Schedules



Business Name _____ Phone (____) _____ Email: _____
 Address _____ City _____ State _____ Zip _____ Federal ID # _____
 City of Oakland Business License Number _____ Completed by: _____ Phone if different _____

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because _____

- I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

Schedule D – (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
- Partnership, General or Limited _____ Names of Partners _____
- Joint Venture, Names of Participants _____

Ownership Interests
 All owners must be listed
 in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male					Female						
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please circle one)** **Yes** **No**
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 _____ Issues: _____ (check) _____ *Additional Disputes listed on Attachment*

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__ ? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). _____		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>un-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		

		Yes	No
20.	Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. _____		

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

_____ City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage – Declaration of Compliance) applicable to professional services contracts over \$25K only

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to “Compensated Days Off” of the Living Wage Ordinance)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm **(Please circle one)** Yes No (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. _____ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? **(Please circle one)** Yes No (4) Union name(s) _____

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please circle one) Yes No**
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please circle one) Yes No**

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health					
Dental					
Vision					
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because
-

Schedule U – (Compliance Commitment Agreement)

- I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland’s Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed “Exit Report and Affidavit form” located on the City’s website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:** _____

Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial:** _____

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** _____

By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: _____ **Title:** _____

Signature: _____ **Date:** _____

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>