

REQUEST FOR PROPOSALS (RFP):
**AFFORDABLE HOUSING
DEVELOPMENT AT 36TH AVENUE
AND FOOTHILL BOULEVARD**

**SUBMISSION DEADLINE:
FRIDAY, MARCH 14, 2025, 11:59 PM (PST)**

For the latest updates on this project or additional resources related to this RFP, click here to visit the City's official project webpage for this site, or go to <https://www.oaklandca.gov/projects/36th-avenue-foothill-boulevard-parcels>.



Economic & Workforce Development Department

RFP PUBLICATION DATE: DECEMBER 31, 2024

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I. SUMMARY OF OFFERING

A. OVERVIEW

The City of Oakland (“City”) is seeking proposals from qualified development teams (the “Developer”) to design and develop permanently affordable housing on four City-owned parcels (the “Property”) located along the northeastern side of Foothill Boulevard and 36th Avenue. The City desires a project that will provide needed affordable housing and be a positive addition to the surrounding neighborhood and the larger Fruitvale District. The City seeks an affordable housing development of high architectural quality, which will also provide ground floor retail or other community-serving uses and/or community space.

The site contains four parcels which for purposes of this Request for Proposals (“RFP”) consist of two distinct development sites: Site A and Site B. The City will entertain proposals that include both Sites A and B in one proposal, or proposals that only address one site. Therefore, the City may select one developer for both sites or two different developers, one for each site.

The City will lease the Property to the selected developer(s) for up to 99 years. 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.

B. PROPERTY LOCATION

The Property is located in Oakland’s Fruitvale neighborhood, along 36th Avenue and Foothill Boulevard, within City Council District 5. The 36th Avenue Foothill properties consist of four parcels. Site A consists of two parcels fronting Foothill Boulevard between Crosby and 36th Avenue. Site B consists of two parcels situated at the corner of 36th Avenue and Foothill Boulevard. The addresses of the four parcels are 3550, 3566, 3600 and 3614 Foothill Boulevard. The site boundaries are shown on the aerial in the next section.

Foothill Boulevard is a neighborhood commercial corridor. The Property is within the vicinity of four bus lines and is within a ten-minute walk of the Fruitvale Avenue Bay Area Rapid Transit (“BART”) Station.

C. EXCLUSIVE NEGOTIATION AGREEMENT

Once a development team has been approved by the City Council, staff will work with the selected development team to finalize and execute an Exclusive Negotiation Agreement (the “ENA”), which will provide the development team an exclusive right to negotiate with the City for a specified period of time (the “ENA Period”). The selected development team will be required to provide a non-refundable deposit of \$25,000 (the “ENA Deposit”) within ten (10) days after the execution of the ENA.

During the ENA Period, the developer shall conduct environmental review for the proposed project to meet the requirements of the California Environmental Quality Act (“CEQA”) and pursue all entitlements, among other milestones.

D. LEASE DISPOSITION AND DEVELOPMENT AGREEMENT AND GROUND LEASE

During the ENA Period, City staff and the selected development team will also negotiate the terms of a binding agreement for the development of the Property commonly referred to as a Lease Disposition and Development Agreement (“LDDA”) and Ground Lease. Exact duration and financial terms of the LDDA and Ground Lease are to be negotiated.

II. PROPERTY BACKGROUND

A. LOCATION AND SIZE

The Property is in Oakland’s Fruitvale neighborhood along 36th Avenue and Foothill Boulevard. The property consists of four parcels creating two distinct development parcels, Site A and Site B. Site A is two parcels fronting Foothill Boulevard between Crosby and 36th Avenue. Site B contains two parcels at the corner of 36th Avenue and Foothill Boulevard. Site A and Site B are delineated on the aerial below.

B. SITE A AND SITE B

As shown in the Table 1 below, Site A consists of 3550 Foothill Boulevard and 3566 Foothill Boulevard. Site B

consists of 3600 Foothill Boulevard and 3614 Foothill Boulevard. The total area of the four parcels is 34,164 square feet, or approximately 0.78 acres.

The properties are currently vacant and fenced, with the 3614 Foothill Boulevard parcel directly abutting parcels owned by the Oakland Housing Authority at 3634 Foothill Boulevard.



IMAGE 1: AERIAL VIEW OF SITE A (OUTLINED IN RED) AND SITE B (OUTLINED IN GREEN)

TABLE 1: PROPERTY OVERVIEW (SITE A AND SITE B)

PROPERTY ADDRESS	APN	SQUARE FEET (SF)
SITE A		
3550 FOOTHILL BOULEVARD	032-2115-038-01	12,000
3566 FOOTHILL BOULEVARD	032-2115-037-01	6,541
TOTAL		18,541 SF
SITE B		
3600 FOOTHILL BOULEVARD	032-2084-051	10,625
3614 FOOTHILL BOULEVARD	032-2084-050	4,998
TOTAL		15,623 SF
GRAND TOTAL		34,164 SF



IMAGE 2: VIEW OF **SITE B** ON THE CORNER OF FOOHILL BOULEVARD AND 36TH AVENUE



IMAGE 3: VIEW OF **SITE A** ON CORNER OF 36TH AVENUE AND FOOHILL BOULEVARD

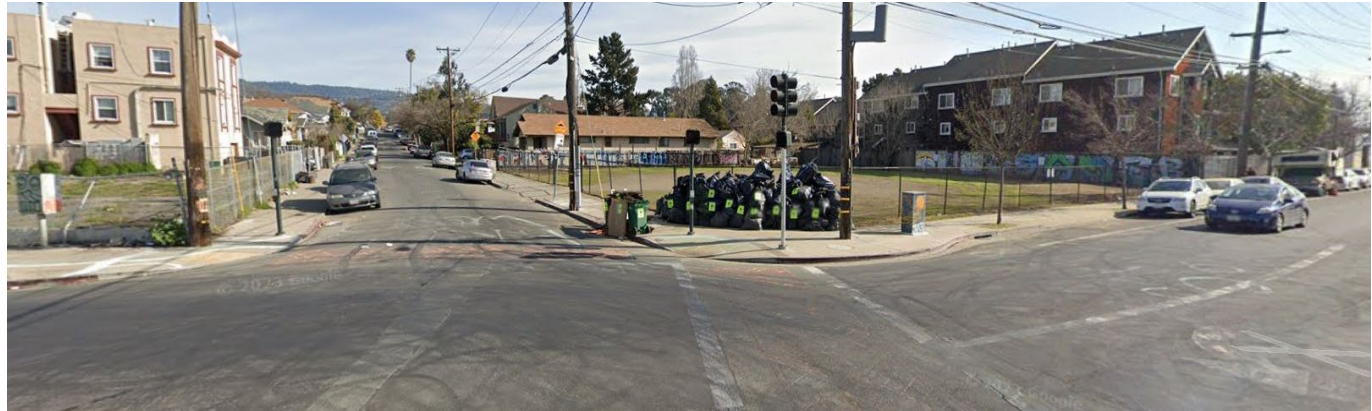


IMAGE 4: VIEW OF **SITE B** ACROSS THE STREET ALONG FOOHILL BOULEVARD AND 36TH AVENUE

C. ENVIRONMENTAL CONDITIONS

The City completed a Phase One (Historical Land Usage Study) and Phase Two (Soil & Groundwater Quality Investigation) Environmental Studies on both Site A and Site B of the property in 2009. A brief summary of the findings is below.

There is low to moderate contamination that would require some remediation activities but does not appear to be a significant hinderance to development. The soil and groundwater sampling performed to date indicates that low to moderate levels of petroleum hydrocarbons as diesel and oil (TPH-d and TPH-o) are present in soil and groundwater throughout both properties. However, with a few exceptions, the detected concentrations of hydrocarbons in soil are below the applicable screening levels for residential land use established by the California RWQCB.

The groundwater sample collected from boring also contained the highest levels of TPH-d (1,100 µg/L) and TPH-o (4,500 µg/L) detected during the investigation. These concentrations exceed the Tier 1 RWQCB ESLs for TPH in groundwater of 100 µg/L. Water samples from borings in this general area (B1, B7, and B8) also contained low levels of benzene, toluene, ethylbenzene, xylenes (BTEX), chloroform and TCE. However, the detected concentrations of toluene, ethylbenzene, xylenes are below their respective drinking water MCLs and ESLs for evaluating potential vapor intrusion into indoor air. The concentrations of benzene, chloroform and TCE exceeded their respective ESLs for evaluating potential vapor intrusion into indoor air for a residential setting.

Metals were detected in shallow soil samples at concentrations that appear to be generally representative of naturally occurring background levels, and do not appear represent a significant environmental concern. The City will lease the property on an "As-Is" basis and the selected development team(s) will need to update the environmental analysis for the site and be responsible for coordinating and implementing corrective actions plans. In the event that the updated analysis results exceed the appropriate screening criteria, an overseeing agency (typically Alameda County Department of Environmental Health, California Regional Water Quality Control Board or Department of Toxic Substances Control) will need to be involved for site cleanup.

D. NEIGHBORHOOD CONTEXT

The Property is in the Fruitvale district on Foothill Boulevard, a neighborhood commercial corridor. Immediate uses within the area include local markets, a Walgreens pharmacy, multiple community health clinics such as La Clinica De La Raza, Clinica Alta Vista and La Clinica Fruitvale Village, Native American Health Center, and parks such as Cesar Chavez Park and Josie de la Cruz Park along Foothill Boulevard and Fruitvale Avenue.



IMAGE 5 (ABOVE) & IMAGE 6 (BELOW): FOOHILL BOULEVARD COMMERCIAL CORRIDOR



IMAGE 7: MERCY RETIREMENT AND CARE CENTER (FOOHILL BOULEVARD AND 35TH AVENUE)



IMAGE 8: WALGREENS ON THE CORNER OF FRUITVALE AVENUE AND FOOTHILL BOULEVARD

E. TRANSPORTATION ACCESS

The Property is well served by public transit. It is less than one mile from the Fruitvale BART Station and is served by multiple AC Transit bus lines. AC Transit runs along Foothill Boulevard and the neighboring 35th Avenue. Bicycles can access the site via the sharrows that run along Foothill Boulevard.

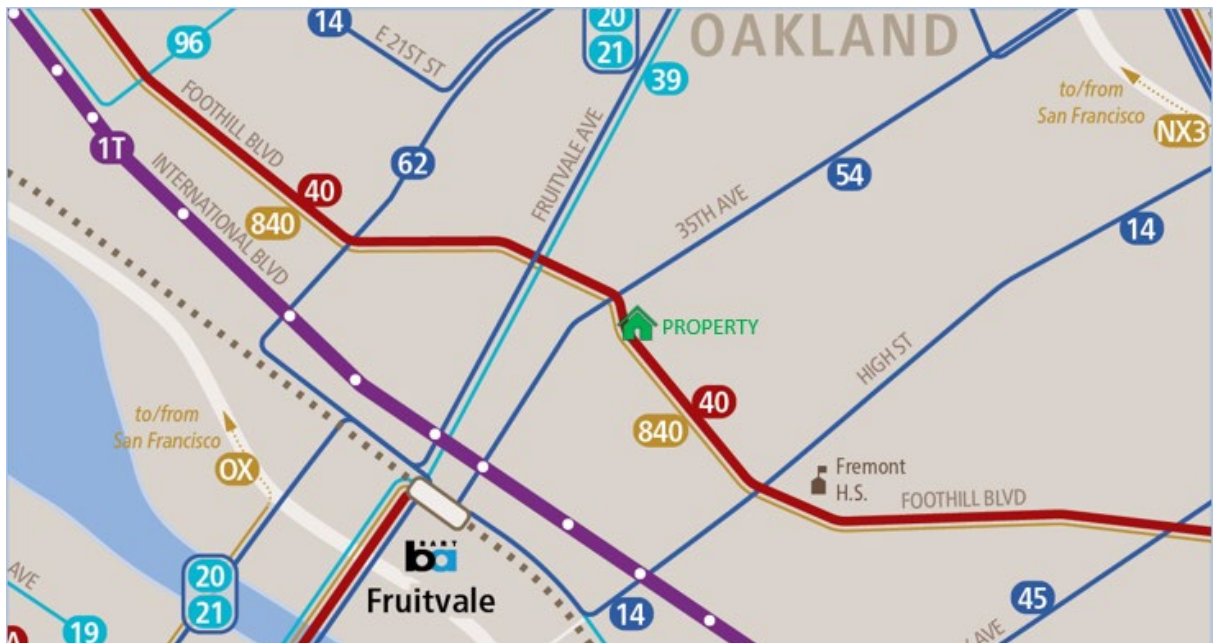


IMAGE 9: MAP OF LOCAL TRANSIT NETWORK

III. DEVELOPMENT OPPORTUNITY

A. DEVELOPMENT OBJECTIVES

The City is seeking proposals for **permanently affordable housing** on both Sites A and B. Development teams can propose a project across both sites or on just one site.

The City purchased the Property with Redevelopment Bond funds with the goal of developing affordable housing on the sites. The development of affordable housing on the Property will help the City meet the goals of its [adopted Housing Element](#) by increasing the supply of housing in Oakland and help address the City's homeless crisis. The City is also seeking a project or projects that will be positive additions to the neighborhood, providing well-designed and attractive infill buildings on these vacant parcels. Ideally, the project(s) will include active ground floor uses that provide neighborhood serving retail or other community serving uses and spaces. The final buildings should include green building techniques and be GreenPoint or LEED certified.

The selected developer(s) will be required to seek community input into the project design and should anticipate hosting community meetings with neighbors and local organizations, such as the Neighborhood Crime Prevention Council.

B. REGULATORY COMPLIANCE

The project must comply with all applicable local, regional, and State regulations, requirements, and fees. Respondents are strongly encouraged to review all applicable regulatory documents before submitting a proposal. Below are links to basic information about the Property, including its General Plan designation and Zoning. It is the sole responsibility of the selected developer(s) to secure all necessary regulatory approvals regardless of what is noted in the RFP.

GENERAL PLAN AND ZONING

The General Plan designation for the property is Urban Residential and the site is zoned RU-5 Urban Residential (5 Zone). The intent of the RU-5 zone is to create, maintain, and enhance areas of the City that are appropriate for multi-unit, mid-rise, and high-rise residential structures and ground floor neighborhood businesses on the City's major corridors with good access to transportation and other services. A description of the zoning can be found in the Oakland Planning Code [here](#).

CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

Prior to staff recommendation to the City Council for a LDDA and Ground Lease, the project(s) must be shown to meet the requirements of CEQA. Selected developer will eventually be required to submit a Preliminary CEQA Checklist, which covers materials needed for the CEQA determination, during the ENA process. Where specific environmental studies are needed, work should be done by a qualified consultant. All environmental documents shall be prepared within the time periods required by CEQA.

CITY FUNDING RESOURCES FOR AFFORDABLE HOUSING

The City's Department of Housing and Community Development (HCD) manages a New Construction Notice of Funding Availability (NC NOFA) process to make funding awards for affordable housing projects. This is a competitive process and projects chosen under this RFP are not guaranteed funding. HCD has indicated that it plans to release NOFAs on a semi-annual modified pipeline basis every 18-24 months, depending on funding availability and the project pipeline. The most recent NC NOFA round closed for

applications on November 4, 2024. The selected developer may apply to future NOFA rounds. More information about past NOFAs is available [here](#).

OAKLAND RENT RESTRICTIONS

The City of Oakland is required by local and state regulations to follow the California Health and Safety Code in setting income and rent limits for most City-assisted or City-restricted affordable housing projects. These limits may differ from those published by other agencies. More information can be located [here](#).

EXAMPLES OF OTHER FEES AND REQUIREMENTS

Subject to any applicable exemptions, waivers, or deferrals granted by the City, the Developer shall pay any and all required permit and regulatory fees including any applicable impact fees pursuant to Oakland Municipal Code (“OMC”) Chapters 15.68, 15.72 and 15.74. Developer shall also satisfy the “Public Art for Private Development” requirement under City Ordinance OMC Chapter 15.78.

STATE OF CALIFORNIA SURPLUS LAND ACT REQUIREMENTS

On July 21, 2020, the Property (Site A & Site B) was declared by the Oakland City Council as “surplus land” pursuant to the State Surplus Lands Act (SLA). A Notice of Availability (NOA) was issued in December of 2020 consistent with the requirements of the SLA. The NOA process did not result in a disposition of the Property, and on November 18, 2021, the California Housing and Community Development Department determined that the City had met all the requirements under the SLA for the purposes of disposing of the surplus land at 3550, 3566, 3600 and 3614 Foothill Boulevard. The City is permitted to proceed with the sale or lease of the properties.

IV. SUBMISSION PROCESS & REQUIREMENTS

A. SUBMISSION DEADLINE AND SUBMISSION PORTAL

ALL PROJECT SUBMITTALS MUST BE SUBMITTED VIA THE OFFICIAL CITY'S RFP SUBMISSION PORTAL BY FRIDAY, MARCH 14, 2025, BY 11:59 PM.

Click here to visit the [project webpage for the 36th Avenue and Foothill Boulevard property](#) on the City’s website to access the submission portal link or navigate to the following URL: <https://www.oaklandca.gov/projects/36th-avenue-foothill-boulevard-parcels>.

Follow the detailed instructions provided on the webpage to create an OakApps account and submit your project proposal. Ensure all required items are uploaded in accordance with the RFP guidelines.

We recommend familiarizing yourself with the submission portal well before the deadline to ensure you have enough time to create an OakApps account, complete all required tasks, and address any questions.

B. PRE-SUBMITTAL MEETING

A virtual pre-submittal meeting is scheduled for **Wednesday, February 12, 2025, from 11:00 AM to 12:00 PM** (subject to change—[please check the City's project webpage for updates](#)). The purpose of this meeting is to review all components and requirements of the RFP.

JOIN VIA TEAMS APP (ONLINE)	JOIN BY PHONE
<p>CLICK HERE TO JOIN TEAMS MEETING MEETING ID: 259 483 329 305 PASSCODE: RJ6oh7TB</p>	<p>DIAL-IN BY PHONE: +1 925-326-7518 PHONE CONFERENCE ID: 519 587 563#</p>

C. QUESTIONS REGARDING RFP

Any requests for information or clarification concerning the content of this RFP must be submitted via email no later than **Wednesday, February 19, 2025** to Kimani Rogers at krogers@oaklandca.gov.

Responses to all questions received by staff either at the pre-submittal meeting or in writing prior to the date indicated above will be posted on the City's web site for this RFP on Monday, February 24, 2025 by 5pm.

Respondents are presumed to have received any and all information contained in this RFP, transmitted to interested parties and posted on the City's website.

D. REQUIRED SUBMITTAL ITEMS

To be deemed complete, responses to this RFP must include the information described in more detail below and be organized in the general form and order indicated. If two or more firms are submitting as a joint venture, the project submittal must include the required information for **each** joint venture partner.

ITEM 1: TRANSMITTAL LETTER

Include a cover letter addressed to:

Kimani Rogers, Project Manager
Economic & Workforce Development Department
City of Oakland
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612

The transmittal letter must be signed by an officer of the development team. In case of a joint venture (i.e., one per site) or other joint-prime relationship, an officer of each venture partner shall sign.

The transmittal letter should state clearly if the proposal is for the entire Property (Sites A and B) or just for one of the sites, and if so, which one.

ITEM 2: DEVELOPMENT TEAM DESCRIPTION

Include a description of the following team members who will contribute to the project:

DEVELOPER ENTITY AND TEAM

- **Developer Entity:** Identify and describe the legal entity or entities that will develop the Property. Include each entity's name, mailing address, email address, contact phone number, type of organization (i.e. 501(c)3, LLC, etc.), anticipated role, and anticipated percentage ownership in the proposed project. Teams are encouraged to partner with an "emerging" developer, if feasible and practical. An emerging developer is considered a developer who has developed at least one but not more than four completed affordable rental housing developments, similar in scale and scope as to what is being proposed.
- **Authorized Personnel:** Identify person(s) with the authority to represent and make legally binding commitments for the entity.
- **Key Personnel:** Identify and describe the key personnel for each developer entity, including the person in charge of negotiations. Provide a resume for each individual, as well as each individual's name, title, role on the proposed project, address, telephone number, and email address.

DESIGN TEAM

- **Lead Architect/Architects:** It is expected that development teams will include a lead architect for the design of the proposed project. Identify the firm and provide information about the lead architect, including, but not limited to, a resume, telephone number and email address, that will design the project.
- **Key Personnel:** Identify and describe the key personnel of the architectural firm that will assist the lead architect during design, permitting and construction administration. Provide a resume for each individual, as well as each individual's title, role in the proposed project, address, telephone number and email address.

OTHER MEMBERS OF THE DEVELOPMENT TEAM

- **Description:** Identify any other critical partners, contractors, and/or consultants proposed for this project such as service providers, environmental remediation consultants, property management agents, general contractor, financial consultants etc. Include the name of the firm, the firm's role in the project, and the lead person with each firm.
- **Key Personnel:** Provide a resume for each key personnel for each firm, as well as each individual's title, role in the proposed project, address, telephone number and email address.

OAKLAND LOCAL/SMALL LOCAL BUSINESS ENTERPRISE PARTICIPATION (SLBE)

Provide a plan outlining how your team will engage Local Business Enterprises (LBEs) and Small Local Business Enterprises (SLBEs) as partners, consultants, and contractors.

DISCLOSURES

Please provide answers to the following questions on official letterhead paper, signed by the authorized personnel for the development entity:

- **Litigation or Disputes:** Is the development entity, proposed guarantor, or any named individual in the RFP involved in any litigation, administrative proceeding, investigations, or disputes (actual or

pending, or which have occurred in the last five years) that could result in a financial settlement having a materially adverse effect on the ability to execute a project? If yes, please explain.

- Bankruptcy or Foreclosure: Has the development entity, proposed guarantor, or any named individual ever filed for bankruptcy or had projects that have been foreclosed, or transferred to a creditor in lieu of foreclosure, or projects where the developer renegotiated or refinanced permanent project debt which resulted in a relaxation of either financial or other covenant or other terms and conditions of existing debt on the project? If yes, please list the dates and circumstances.
- Suspension: Indicate whether the development entity or individuals within the development entity have been suspended from performing work for any governmental agency within the past five years. If so, please explain the nature of the suspension.

If the response is yes to any of these questions, the City may follow-up for additional information from the Respondent.

ITEM 3: DEVELOPER EXPERIENCE

For each developer entity, please provide the following:

RECENT PROJECTS

A list of all projects developed by development team over the last 5 years, with an indication of the status of each project (e.g., design phase, development phase, etc.).

COMPARABLE PROJECTS

Provide details of at least three (3) projects completed within the last ten (10) years that are comparable to the proposed affordable housing development. Highlight your success in maintaining and operating high-quality, efficiently managed projects. Include information on your experience achieving local and small business subcontracting goals for these projects.

For these three projects, include dates of completion, location, size of project, size of development site (acreage), construction type, total development cost, financing sources, target resident population, the role of the developer in each development (such as contractor, developer, consultant, etc.), and references (including names, affiliations, and phone numbers).

Photographs of past or current projects may be included but are not required.

ITEM 4: ARCHITECT EXPERIENCE

For each architectural firm on the team, provide the following:

COMPARABLE PROJECTS

Describe a maximum of three (3) recently completed urban-infill developments that are comparable to the proposed project, including dates completed and client contact information for each. (If the Architect was not the sole architect, please describe the Architect's role in the project.).

Submit three (3) photographs of the interiors and exteriors of the comparable projects listed above to display architectural design features, relationships of buildings and relationships with adjacent uses (other buildings, streets, etc).

"GREEN" BUILDING EXPERIENCE

Describe green building design experience and evidence of current LEED professionals among the Key Personnel, if any.

ITEM 5: DEVELOPER’S FINANCIAL CAPACITY AND CAPABILITY

Please provide the following items to demonstrate your firm’s financial capacity and capability to execute the proposed project:

FINANCIAL STATEMENTS

In order to demonstrate access to equity and debt capital and other financing resources to carry out the proposed project, developer must provide audited financial statements for the past two years for each principal and joint venture partner, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units. Each developer entity that is part of the development team must submit separate financial statements.

Respondents must clearly designate those financial submittals which they in good faith determine to be a trade secret or confidential proprietary information protected from disclosure under applicable law. To the extent permitted by law, staff will attempt to maintain the confidentiality of financial submittals marked confidential and/or proprietary, provided that the City has no obligation to expend any funds to do so. Moreover, Respondents are cautioned that, in accordance with the Sunshine Ordinance (Admin. Code Sec. 67.24(e)), responses and other communications from interested parties must be open to inspection by the public upon request immediately after a contract is executed. Proprietary financial information submitted by a Respondent in response to this RFP will not be disclosed until and unless that Respondent executes the contract.

HISTORY OF FINANCING COMMITMENTS

Submit a detailed, recent history (at least five years) of obtaining financing commitments from debt and equity providers. Include the type of project, dates of commitment, name of financing source, amounts committed, etc.

ACKNOWLEDGMENT OF FUTURE GUARANTOR ENTITY

Indicate your acknowledgement that the City both requires a guarantor, and that the City must approve the guarantor’s financial capacity to complete the Project.

ITEM 6: DESIGN CONCEPT

Development teams must submit a Design Concept ("Design Concept") for the property that clearly communicates, at a pre-schematic level, the massing, building program, articulation, materials, and overall design character of the proposed project. The Design Concept must specify whether the proposal covers both Sites A and B or only one site.

The Design Concept must include the following:

PROJECT DESCRIPTION

Submit a narrative of not more than five (5) pages describing the proposed development program including an overview of the total number of affordable housing units, unit size, level of affordability, target populations, onsite service provision, and community amenities. The narrative should also describe the design approach, including a description of how the project will be constructed, the gross and net square feet for each proposed use, the construction type, building design and materials, and “green” building strategies and elements.

Include a description of the architectural vision, concept, and how the project will relate to and complement the surrounding neighborhood.

DESIGN CONCEPT DRAWINGS

Provide pre-schematic level drawings in color, including a site plan, sections, floor plans, and building elevations. Please ensure that submitted drawings are to the scale indicated.

SITE PLAN

At a scale of 1" = 50'-0", showing building massing and the relationship of proposed and surrounding buildings, open space, streets, and access paths. Indicate locations of retail frontages, community space, lobby entrances, and auto ingress/egress, etc., for the proposed development.

OVERALL GROUND FLOOR PLAN

At a scale of 1" = 50'-0", showing the internal organization of the project.

SECTIONS

At least two site sections at 1/32" = 1'-0", one longitudinal and one transverse, that best describe the Design Concept.

BUILDING FLOOR PLANS

Plans of all floors at 1/32" = 1'-0", showing proposed uses. Repetitive floors may be shown once with labeling indicating the range illustrated. Sufficient detail should be included to discern the internal circulation of occupants.

BUILDING ELEVATIONS

All elevations at a scale of 1/32" = 1'-0".

BUILDING RENDERINGS

Renderings or photographs from the architect's previous works depicting the direction of the proposed project should be included. A rendering for the proposed project may be included but is not required.

ITEM 7: UNIT MIX, POPULATION SERVED, AND DEPTH OF AFFORDABILITY

The proposal should provide a general breakdown of the total number of units by unit size (i.e. studio, one-bedroom, two-bedroom, three-bedroom, etc.) and clearly describe the targeted affordability levels, i.e. depth of affordability. It should also describe any specific populations that will be served by the project (for example, households with special needs, transitional age youth (TAY), veterans, seniors, teachers, and persons who formerly experienced homelessness or at-risk of homelessness.)

RESIDENT SERVICES PLAN

The proposal should describe, at a high level, what resident services the project will provide and any identified service providers. Describe proposed funding sources and of consultation with established service providers. Services may include free or sliding-scale services such as computer classes and the provision of a common computer room, credit counseling, childcare, employment and training programs, ESL classes, after school programs, individual case management, counselors, health services, or other services relevant for the community served.

ITEM 8: PROJECT FINANCIAL PLAN WORKSHEETS

Provide a detailed financial plan addressing the financial aspects of the proposed project. The financing plan for the project should use the Excel worksheets listed with the titles below, which are [available on the City's 36th Avenue & Foothill Boulevard Project webpage](#):

- Project Summary
- Development Budget (including sources and uses)
- 30-year Operating Cash Flow
- Development Schedule
- Affordable Units Breakdown

If your organization has worksheets or budgets similar to the ones within this application, the applicant is welcome to submit those to the City **in addition to completing and submitting these required worksheets.**

Financial proposals and operating budgets should document all assumptions and should reflect key assumptions such as:

- Asset monitoring fee of \$628.30 plus \$8.24 per unit per year (per City of Oakland Schedule of Fees for 2024-2025)
- 5% annual vacancy/collection loss for family and senior projects and 10% annual vacancy/collection loss for SRO or special needs projects
- 3.5% annual increase for expenses (other than property taxes and replacement reserves deposits)
- 2.5% annual increase for income
- Replacement reserves of 0.5% of the replacement cost of the structure annually, up to \$500 per unit
- Annual deposits of no less than 2% of annual gross rental income until an operating reserve has been capitalized. The operating reserve must be maintained at the level of three months of operating costs and must-pay debt service during the term of the City regulatory agreement.

The operating budget will be reviewed to ensure it is sufficient for proper maintenance and management but is not excessive compared to other similar properties.

ITEM 9: CITY CONTRACTING SCHEDULES

Schedules E and O described below must be submitted as part of Respondent's proposal to this RFP.

SCHEDULE E: PROJECT CONSULTANT TEAM

Respondents shall submit information concerning the ownership and workforce composition of the Developer's firm using Schedule E, Project Consultant Team, as part of the proposal. [Click here to download Schedule E.](#)

SCHEDULE O: CAMPAIGN CONTRIBUTION LIMITS

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. [Click here to download Schedule O.](#)

V. SELECTION CRITERIA, PROCESS, AND NEXT STEPS

A. SELECTION CRITERIA

The City will use the following criteria in assessing developer proposals. These are intended to be general guidelines.

CRITERIA	DESCRIPTION	POINTS
EXPERIENCE OF DEVELOPER TEAM	<ul style="list-style-type: none"> • Experience in designing and developing comparable projects, particularly in urban settings • Experience with local governments and public agencies • Proven success in maintaining and operating high-quality affordable housing • Completion of three or more affordable housing projects on time and within budget in the last ten years • Demonstrated capacity of lead staff and organization to manage the project • Strength of key personnel exceeding minimum requirements, including emerging developers 	30
FINANCIAL CAPACITY	<ul style="list-style-type: none"> • Ability to raise sufficient equity/debt capital for project completion • Financial strength of developers and team members, evaluated through financial statements (net assets, debt-equity ratio, current assets/liabilities ratio) • Commitment to fund pre-development activities • Strength of the guarantor for the Project Completion Guaranty 	20
PROJECT DESIGN	<ul style="list-style-type: none"> • High-quality architectural design consistent with City objectives • Integration into the existing neighborhood context • Use of green building techniques • Ground floor uses providing community-serving amenities 	30
PROJECT FINANCIAL FEASIBILITY	<ul style="list-style-type: none"> • Sound financial plan based on reasonable assumptions • Understanding of affordable housing financial resources • Realistic development schedule for project completion 	15
POPULATION SERVED AND DEPTH OF AFFORDABILITY	<ul style="list-style-type: none"> • Depth of affordability • Clear and feasible plan, including necessary resources and services, to support the population served by the project 	15

B. SELECTION PROCESS

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 may deem a submittal nonresponsive and ineligible for consideration for any of the following reasons:

- The submittal does not include all information specified in Section IV of this RFP.
- The submittal is not responsive to the City’s development concept and objectives.
- The submittal is submitted after the deadline.
- The submittal is submitted with incomplete or missing forms or attachments.
- The submittal includes information that is false or misleading.

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.

EVALUATION AND RECOMMENDATION

Complete and responsive submittals from qualified developers will be reviewed in detail by staff. The submittals will be reviewed and evaluated by an evaluation panel consisting of City staff and professionals with experience in affordable housing, real estate economics, land use planning, architecture/urban design or other relevant fields. If warranted, the City reserves the right to request clarification or additional information from individual Respondents. Respondents, or a subset of Respondents deemed most responsive to the requirements and terms of this RFP, may be asked to present their proposal to the evaluation panel in the form of an interview.

CITY COUNCIL DETERMINATION FOR AN EXCLUSIVE NEGOTIATING AGREEMENT (ENA)

Staff will recommend to the City Council a developer(s) to advance to exclusive negotiations in order to evaluate and refine a development project for the Property, based on the review and ranking by the evaluation panel. Prior to the recommendation to Council, staff will discuss proposed ENA terms with the recommended development team, such as the duration the ENA period, extension options, ENA fees, and other key terms. The ENA will contain time and performance benchmarks. If satisfactory ENA terms cannot be negotiated with a selected developer, the City, in its sole discretion, may terminate negotiations with the selected developer and begin exclusive negotiations with another qualified developer.

The City Council 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 developer. The City Council will then decide whether to authorize staff to enter into an ENA with the recommended developer. *The City Council, in its sole and absolute discretion, will make such decision.* The City Council’s selection of a developer for exclusive negotiations will not imply the City’s acceptance of all terms of the selected developer’s submittal or that a final agreement with developer will be executed.

EXCLUSIVE NEGOTIATION PERIOD

Following City Council action on the selection of a developer (s), the City and the selected developer will execute an ENA that contains the details described above and begin negotiating an LDDA and a ground lease. During the ENA period, the development team will be responsible for meeting key ENA milestones. Examples of these ENA milestones include:

- Revise the proposed project and finalize schematic designs informed by input from a public review process and assessment of the physical and environmental conditions on the Property.
- Negotiate the terms of an LDDA and ground lease with the City and any other related documents.
- Conduct at least two community meetings to present the project and receive comments from the public.
- Receive all project entitlements and approvals, including completing all environmental review.

The selected developer should anticipate discussions with City staff, community stakeholders and other interested parties and policy makers during the term of the ENA. The developer should also anticipate revisions to 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 developer has met certain benchmarks as otherwise required in the ENA.

ENA FEE

Within 10 days of executing an ENA between the City and the selected Developer, the City will require a non-refundable ENA fee of \$25,000. The ENA fee will be used by City staff to reimburse and fund its staff and third-party costs related to the ENA activities and RFP.

LEASE DISPOSITION AND DEVELOPMENT AGREEMENT AND GROUND LEASE

Once the Developer completes all milestones under the ENA, including completing CEQA environmental review and successfully negotiating the terms of an LDDA with staff, the City Council may, in its sole and absolute discretion, but is not required to, approve the LDDA and Ground Lease and any related documents with the Developer. The binding LDDA and Ground Lease will include, but not be limited to City and development team responsibilities, economic parameters, closing conditions, development standards and requirements, and performance benchmarks and schedules. Additionally, the LDDA and Ground Lease will include a construction commencement and completion requirement, which will be based on the detailed development schedule that will be submitted pursuant to this RFP and refined during the negotiation period.

VI. CITY OF OAKLAND REQUIREMENTS AND PROGRAMS

A. REQUIREMENTS AND PROGRAMS APPLICABLE AT A FUTURE DATE

Once a Developer is selected, the following City requirements and programs may be applicable to the project at future date. Relevant schedules and forms referred to below may be required at a later date, but do not need to be included in the proposal.

INSURANCE

Commencing on the date that the City Council approves an ENA and for the life of the project, the selected development team must obtain comprehensive general liability and property 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 builders risk insurance in an amount equal to \$2 million. Automobile insurance, professional liability, workers compensation, and employer's liability coverage are also required. The City reserves the right to increase the required insurance amounts, or to change or expand required coverage based on the Project specifics.

All policies must name the City as an additional insured. For more information on insurance requirements, [please review Schedule Q for Professional and Specialized Services](#) (Schedule Q is not required to be included in the proposal).

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.

LABOR STANDARDS AND BUSINESS INCLUSION PROGRAMS

Successful developers may need to comply with the following City of Oakland Labor Standards and Business Inclusion programs, as described in the following sections. Non-compliance may result in an assessment of penalties, liquidated damages, and/or other remedies. The City of Oakland's Department of Workforce and Employment Standards (DWES) Compliance Officers may engage in random inspections of job sites to ensure compliance. Successful applicants will be required to meet with DWES Staff to review how to comply with these requirements early in the predevelopment phase and at regular intervals during the pre-construction and construction phases. [For additional information regarding the City's Labor Standards and Business Inclusion programs, visit the City's Department of Workplace and Employment Standards webpage.](#)

50% LOCAL AND SMALL LOCAL FOR PROFIT AND NOT FOR PROFIT BUSINESS ENTERPRISE PROGRAM (L/SLBE)

For City-assisted private developments, prime contractors are required to seek competitive bids from subcontractors and comply with the program goals and objectives of the City's Local/Small Local Enterprise Program ("L/SLBE"). Prime contractors must give SLBE contractors a 5% bid discount and LBE contractors a 2% bid discount. Prime contractors are required to award to the lowest responsible bidder.

In general, there is a 50% local business participation requirement on all construction contracts at or over \$100,000; all professional services contracts at or over \$50,000; and all purchases of commodities, goods and associated services at or over \$50,000. This participation must be met with a minimum participation of 25% for Local Business Enterprises (LBE)/Local Not for Profit Business Enterprise (L/NFPBE) and 25% for Small Local Business Enterprises (SLBE)/Small Local Not for Profit Business Enterprise (S/LNFPBE). SLBE and SLNFPBE may meet the full 50% requirement. Where Very Small Local Business Enterprises (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement. The participation requirements may be adjusted if there are not at least three L/SLBEs in a major category of work.

50% LOCAL EMPLOYMENT PROGRAM

The City's Local Employment Program applies to the purchase of construction services by a City Financial Assistance Recipient ("CFAR"), defined for the program to include any business or individual that receives a City subsidy for a public works project, if the dollar amount of the projects exceeds \$50,000, or the project exceeds 30 days, or new hires are needed to perform the work on the project. Specifically, for such covered work, the LEP establishes a goal of 50% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 50% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. The LEP does not apply when the contract or subcontract is performed by an owner/operator; or the project requires less than 140 hours of work; or the project is performed as emergency work; or a job requires no more than two craft-persons to perform the duties of the entire project; or a contractor's core workforce includes 50% Oakland residents, and no additional employees will be hired.

If applicable, the Developer must achieve the goals of the LEP or secure an exemption from the City. The goals **MUST** be maintained for the duration of the project and part of all subcontracts, regardless of Tier of phase under the contract.

If applicable, the Developer must comply with the City's Apprenticeship Workforce Development Partnership System (Oakland Apprenticeship Program), which requires public works contracts with an estimated cost of \$15,000 or more have at least 15% of the total labor hours be performed by Oakland residents as apprentices, enrolled in a registered apprenticeship program approved or recognized by the State of California Division of Apprenticeship Standards.

PREVAILING WAGES

The Developer certifies and agrees that it will comply with the requirement to pay its employees prevailing wages for workers performing covered construction work, pursuant to the California Labor Code sections 1770 et seq. Under certain limited circumstances, City of Oakland funding may not trigger the requirement to pay prevailing wages pursuant to the exception set forth in California Labor Code Section 1720(c)(5)(E). However, other funding may trigger state and/or federal prevailing wage requirements or the Project as a whole may be a "public work" under the California Labor Code. In the event the City funding falls within the exception noted above, Developer is solely responsible for determining whether prevailing wage requirements apply to the Project as a "public work" given all funding sources and other factors. If applicable,

the prevailing wage requirement will be monitored and enforced by the City of Oakland, and Developer agrees to provide documentation as requested by the City for enforcement.

CITY OF OAKLAND LIVING WAGE ORDINANCE

Developer will be considered a City Financial Assistance Recipient (“CFAR”) and must comply with the Oakland Living Wage Ordinance, codified in Chapter 2.28 of the Oakland Municipal Code, if it receives \$100,000 or more in financial assistance from the City during a 12-month period, unless specific exemptions apply or a waiver is granted. Categories of such assistance include, but are not limited to, grants, rent subsidies, bond financing, financial planning, tax increment financing, land write downs, and tax credits. The forgiveness of a loan shall be regarded as financial assistance, and a loan provided at below market interest rate shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f).

A tenant or leaseholder of a CFAR who occupies property or uses equipment or property that is improved or developed as a result of the assistance awarded to the CFAR and who will employ at least twenty (20) employees for each working day in each of twenty (20) or more calendar weeks in the twelve (12) months after occupying or using such property, shall be considered a CFAR for the purposes of the Living Wage Ordinance and shall be covered for the same period as the CFAR of which they are a tenant or leaseholder.

The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs, as well as the provision of at least twelve (12) days off per year for sick leave (OMC 2.28). The Living Wage Ordinance requires compliance for the life of the contract in the case of assistance given to fund a program or five years in the case of assistance given to purchase real property, tangible property or construct facilities, including but not limited to materials, equipment, fixtures, merchandise, machinery or the like. Service contractors and Subcontractors, as defined by the Ordinance, shall be required to comply with the Ordinance for the term of the contract.

If applicable, Developer certifies that it will submit a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) and will comply with the requirements of OMC Chapter 2.28.

Oakland employers are also subject to the City of Oakland Minimum Wage law (Oakland Municipal Code section 5.92) and must pay employees wages and provide benefits consistent with the Minimum Wage law, Oakland Living Wage Ordinance, or Prevailing Wage (above), whichever are greater.

CITY OF OAKLAND EQUAL BENEFITS ORDINANCE

Developer will be subject to the Equal Benefits Ordinance, codified in Chapter 2.32 of the Oakland Municipal Code, if it receives \$25,000 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, unless specific exemptions apply or a waiver is granted. The Equal Benefits Ordinance prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of Developer’s operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland 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 subgrantees of Developer.

If applicable, Developer must agree to comply with the requirements of Oakland Municipal Code, Chapter 2.32 and agree it has a duty to promptly provide to the City documents and information verifying its compliance.

ELECTRONIC CERTIFIED PAYROLL SUBMITTALS

The payment of prevailing wages and compliance with the 15% Oakland Apprenticeship Program and Local Employment Program are verified through the mandatory submission of weekly electronic certified payroll reports. Prime contractors will be assessed a monthly fee for the payroll software.

ENVIRONMENTAL REVIEW AND ASSESSMENT (CEQA COMPLIANCE)

The City cannot enter into a 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.

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.

DISABLED AND SENIOR ACCESSIBILITY

The Respondent must meet the requirements of the Americans with Disabilities Act.

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.

IMPACT FEES

Subject to any applicable exemptions, waivers, or deferrals granted by the City, the Developer shall pay any and all required permit and regulatory fees, including, but not limited to, the City's Jobs/Housing Impact Fee,

Transportation Impact Fee, Capital Improvements Impact Fee, and Affordable Housing Impact Fee as applicable pursuant to Oakland Municipal Code (“OMC”) Chapters 15.68, 15.72 and 15.74.

PUBLIC ART

Developer shall also satisfy the “Public Art for Private Development” requirement under City Ordinance OMC Chapter 15.78.

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.

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, related code requirements, and other resources, visit the City's Green Building webpage.](#)

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.

New construction projects are required to be certified under either the GreenPoint Rated or LEED certification systems. 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. Responses to the RFP must include a preliminary checklist for either GreenPoint Rated or LEED, and the Respondent must confirm in the response to the RFP that they will be certified under the selected program.

B. OTHER SCHEDULES THAT MAY BE REQUIRED AT A LATER TIME

Once a Developer is selected, the following additional City schedules may be needed. The City reserves the right to request that any or all of these schedules be completed, if needed, at a later date, following Developer selection. [All of the City's contracting schedules and forms can be found on the City's website.](#)

ARIZONA RESOLUTION (SCHEDULE B-2)

Respondent 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 an 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.

Respondent 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 the agreement.

COMBINED SCHEDULES (C-1, P, U&V)

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

- Schedule C-1 - Compliance with The Americans with Disabilities Act

- Schedule P - Declaration of Compliance (Nuclear Free Zone Disclosure Form)
- Schedule U - Compliance Commitment Agreement
- Schedule V - Affidavit of Non-Disciplinary or Investigatory Action

OWNERSHIP, ETHNICITY AND GENDER QUESTIONNAIRE (SCHEDULE D)

Respondent shall submit information concerning the ownership and workforce composition of the Respondent's firm by completing Schedule D.

INSURANCE (SCHEDULE Q – CONSTRUCTION SERVICES)

Respondent may be required to submit insurance covering and 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 Schedule Q for Construction Services.

RECYCLING & WASTE REDUCTION

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 Respondent and may delay issuance of permits.

VII. 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 ENA period.

B. LIABILITY WAIVER

By responding to this RFP, each 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 of 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 the City, 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 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 City Council approves an ENA, in its sole and absolute discretion.
- 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 sign in at the pre-bid conference. 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 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.

VIII. SUBMISSION CHECKLIST AND KEY RFP DEADLINES

A. RFP SUBMITTAL CHECKLIST

ITEM	SUMMARY DESCRIPTION
TRANSMITTAL LETTER	<ul style="list-style-type: none"> Addressed to the designated project manager Signed by an authorized officer of the development team Clearly states if the proposal is for both sites or just one (specify which one)
DEVELOPMENT TEAM DESCRIPTION	<ul style="list-style-type: none"> Developer entity details: legal name, type of organization, role, and ownership percentages Authorized personnel information for binding commitments Key personnel details with resumes and contact information Architect and design team information with resumes and key personnel Other team members (contractors, consultants) with roles and key personnel details SLBE/LBE participation plan
DEVELOPER EXPERIENCE	<ul style="list-style-type: none"> List of recent projects developed in the last 5 years Details of at least three comparable projects from the past 10 years, including references Information on meeting subcontracting goals in past projects
ARCHITECT EXPERIENCE	<ul style="list-style-type: none"> Examples of comparable urban-infill developments Descriptions of green building design experience and LEED professionals (if applicable)
FINANCIAL CAPACITY	<ul style="list-style-type: none"> Audited financial statements for the past 2 years History of financing commitments Acknowledgment of a future guarantor entity
DESIGN CONCEPT	<ul style="list-style-type: none"> Narrative project description (maximum 5 pages) Pre-schematic drawings (site plan, floor plans, sections, and elevations) Rendering or visual representations (optional)
UNIT MIX, POPULATION SERVED, AFFORDABILITY	<ul style="list-style-type: none"> Breakdown of unit sizes and affordability levels Target population served Resident services plan with proposed funding sources and providers
PROJECT FINANCIAL PLAN WORKSHEET	<ul style="list-style-type: none"> Completed the five financial plan worksheets Documentation of financial assumptions, if available
CITY CONTRACTING SCHEDULES	<ul style="list-style-type: none"> Schedule E: Project Consultant Team Schedule O: Campaign Contribution Limits
DISCLOSURES (IF APPLICABLE)	<ul style="list-style-type: none"> Response to questions regarding litigation, bankruptcy, competing projects, etc.
OPTIONAL ATTACHMENTS	<ul style="list-style-type: none"> Additional worksheets, project budgets, photographs or of past or proposed project

When responding to this RFP, please ensure the items listed above are included in your project submittal. Click [here](#) to visit the **project webpage for the 36th Avenue and Foothill Boulevard property** on the City's website to

access the submission portal link or navigate to the following URL: <https://www.oaklandca.gov/projects/36th-avenue-foothill-boulevard-parcels>

B. KEY RFP DEADLINES

VIRTUAL PRE-SUBMITTAL MEETING	WEDNESDAY, FEBRUARY 12, 2025 11AM – 12PM PST
DEADLINE FOR QUESTIONS REGARDING RFP	WEDNESDAY, FEBRUARY 19, 2025 BY 5PM PST
CITY'S RESPONSES TO QUESTIONS POSTED ONLINE	MONDAY, FEBRUARY 24, 2025
PROJECT PROPOSAL SUBMISSION DEADLINE	FRIDAY, MARCH 14, 2025 BY 11:59PM PST