



CITY OF OAKLAND
HUMAN SERVICES DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ)

For a

Grant Application & Review System and Grant Management System

Release Date: April 30, 2021

Deadline for Responses: May 21st, 2021

Voluntary Pre-Proposal Meeting: Thursday, May 6th, 2021

OAKLAND FUND FOR CHILDREN AND YOUTH

150 Frank H. Ogawa Plaza, 4th floor
Oakland, CA 94612

www.ofcy.org

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I. INTRODUCTION

Background

This Request for Qualifications (RFQ) is being issued by the City of Oakland, Human Services Department (HSD) to identify qualified agencies, firms, project teams or individuals to develop an online data management platform to manage the grant application, selection process and grant management system for the Oakland Fund for Children and Youth.

Qualified respondents to this RFQ may be considered for contracting by other City of Oakland departments or entities for similar scope of terms and services, with qualified respondents eligible for city contracting initiated by June 30, 2024. The long term vision is for a unified data management system across the City of Oakland that will 1) simplify the grant application and reporting process for grantees, and 2) allow staff of various City of Oakland departments and programs to manage the entire life cycle of grants from application to review and award, to ongoing management until the end of the grant term.

Departments and programs that may potentially be interested in respondents to this RFQ for future projects include the Department of Violence Prevention (DVP), Department of Housing & Community Development, Oakland Workforce Development Board (OWDB), and Cultural Funding Program.

The **Oakland Fund for Children and Youth (OFCY)** is a program of the City of Oakland, and is housed in the Children and Youth Services Division of the Human Services Department. As the largest grant-funding program within the City of Oakland, OFCY's funding for community-based programs and services provides critical support to Oakland's most vulnerable children, youth and families. OFCY supports nearly 150 program grants totaling \$17 million to over 75 different non-profit and public agencies, who provide direct support to over 20,000 children and youth and 2,000 parents and caregivers. Funding is dedicated to direct services to children and youth from birth through 21 years of age residing in Oakland and their families.

The **Department of Violence Prevention (DVP)** applies a public health approach to violence prevention focused on community-led intervention strategies to realize sustained safety and stability of the families and communities most-impacted by violence. Funding is allocated toward specific best practice strategies that intervene with target populations most at risk for being perpetrators or victims of violence. DVP currently provides 26 grants to 23 organizations totaling \$8.6 million.

The **Department of Housing and Community Development** is dedicated to improving Oakland's neighborhoods and to making sure all Oaklanders have safe and affordable housing through a "3Ps" Housing Strategy, prioritizing: 1) Production - New construction, acquisition for conversion to special needs or affordable housing, first time homebuyers. 2) Preservation -

Acquisition and rehabilitation or conversion of/to affordable housing, preservation of existing affordable housing, preservation of owner-occupied properties. 3) Protection - Anti-displacement activities, homeless programs, Oakland Housing Authority programs, Rent Arbitration Program community education and outreach, housing related legal services, fair housing, grant making activities and other Community Development activities principally benefitting low- and moderate-income residents of Oakland. Currently the Department of Housing and Community Development provides over \$11.7M in HOME, CDBG and CDBG leverage fund sources to 54 grantees/activities and approximately \$48M in other Affordable Housing Resources.

The **Oakland Workforce Development Board** oversees the federally-funded employment and training programs and services in Oakland. These programs and services help job seekers gain employment and connect businesses with a qualified workforce. OWDB currently provides 19 grants to 12 organizations totaling \$6.6 million.

The **City of Oakland Cultural Funding Program** distributes about \$1 million through a competitive grant-funding process to Oakland-based art and cultural activities that reflect the diversity of the city. This year the Cultural Funding Program awarded \$1.1 million to support 46 organizations and 17 individuals.

Funding Terms and Duration

Phase I: Oakland Fund for Children and Youth

The term of the professional services agreement is projected to be from July 1, 2021 to June 30, 2022. The project will have two deliverables: 1) Grant application and review system to be deployed November 2021, and 2) Grant Management System to be deployed April 2022.

Phase II: Other City of Oakland Departments and Programs

Qualified respondents to this RFQ may be considered for contracts initiated by June 30, 2024 by other City of Oakland departments or programs for similar scope of terms and services. The agreed upon term end date (and any approved amendments) can extend beyond June 30, 2024.

RFQ Timeline

1) The City anticipates the **tentative schedule** of events to be as follows:

- Distribution of RFQ Friday, April 30, 2021
- Pre-proposal Meeting Thursday, May 6, 2021 at 10:00am
- Submission of Questions Deadline Wednesday, May 12, 2021 at 5:00pm

- Proposal Due Friday, May 21, 2021 at 4:00pm
- Selection and Contract Negotiations May - June 2021
- Contract Start Date – Phase I July 2021

Pre-Proposal Meeting and Respondents' Questions Deadline

Voluntary Pre-proposal Meeting: A meeting for prospective respondents will take place on Thursday, May 6, 2021 at 10:00 a.m. to 11:00 a.m. Register in advance for this meeting: <https://zoom.us/meeting/register/tJlkcuuhqT8vG92rwMZdJcu8zBHVTWekxIAU>. After registering, you will receive a confirmation email containing information about joining the meeting. Topics to be discussed at this meeting include scope of services, proposal requirements, compliance with applicable programs, and mandatory registration in "iSupplier".

Deadline for Respondents' Questions: Respondents may request clarification or ask questions about this document by emailing ofcy@oaklandca.gov through Wednesday, May 12, 2021 before 5:00pm. No questions will be answered by other communication methods. A consolidated list of questions and answers will be posted to the <https://www.ofcy.org/funding-2/request-for-proposals/>. All answers will be posted by end of day Friday, May 14, 2021. Proposers are responsible to review the website periodically and incorporate guidance as appropriate.

Proposal Submission and Deadline Date

Proposal Submittal Deadline Date and Time: Friday, May 21, 2021 before 4:00 p.m.

Submittals are due no later than 4:00 p.m. Friday, May 21, 2021 via iSupplier. Please log on to iSupplier to submit your online proposal before the 4:00 p.m. deadline. In addition, please submit an email copy of the proposal to the project manager Scott Kim at ofcy@oaklandca.gov.

Proposals not received by the Proposal Submittal Deadline are late and will not be considered responsive to this RFQ.

Compliance with City Programs and Policies

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

Contractors who wish to participate in the RFP/RFQ process are required to register in iSupplier to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

For further information and detailed iSupplier registration instructions, please visit the following link <https://www.oaklandca.gov/services/register-with-isupplier>

A PDF copy of the RFQ and Addenda are available in iSupplier and at www.ofcy.org. Please consult the City website for the Plan Holder list.

iSupplier Registration/Login:

<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

iSupplier Plan Holders List:

<https://www.oaklandca.gov/services/active-closed-opportunities>

Contact Information: The following City staff are available to answer questions regarding this RFQ.

1. Project Manager: Scott Kim at sskim@oaklandca.gov
2. Contract Administration: Paula Peav at ppeav@oaklandca.gov
3. Contract Compliance Officer: Shelley Darensburg at sdarensburg@oaklandca.gov

II. SCOPE OF SERVICES

The City of Oakland is interested in soliciting proposals from applicants who can develop and deliver both A) Grant Application and Review System and B) Grant Management System. Applicants who propose for only one of the two deliverables will be deemed non-responsive to this RFQ and will not be considered.

This RFQ has no set upper limit for project budget amount. Proposers should bid realistic costs for the services being offered.

A) Develop an Online Grant Application and Review System

Develop an online system for prospective grantees to apply in an open and fair application process. The system will support 100+ applicants submitting 250+ distinct program grant requests in multiple strategies. Complete applications will include agency information, program information, narrative questions responses, detailed budgets, service projections and participant demographic projections. Each strategy may have unique question sets, budget templates, service type projections, and participant demographic projections.

The system will also need to facilitate the review process by giving approximately 60+ external reviewers access to assigned proposals with the ability to review and score. This online application and review system should be fully developed and operational by October 2021, with a projected deployment in November 2021.

The system needs to be user friendly to applicants, staff, and reviewers. System will need to allow for selection of programs for funding and easy transition into a grant management scope of work and contracting / monitoring module for programs. Development work needs to include initial meetings with staff about the needs and desires of the system, plan and curriculum for training staff, applicants, and reviewers, ongoing technical support and post deployment support.

Required Capabilities:

- Strategy specific narrative question sets, budget templates, activity projections, demographic projections, upload of key documents.
- Ease of customization - Easy user interface for staff to add, delete or modify fields, uploads, question sets, budget templates and projected services/activities,
- Staff ability to easily create and save unique administrative reports templates. The reports templates should be able to analyze data including summing, counting, conditional counting and formatting, and averaging.
- Ability to assign specific proposals to specific reviewers and track the readers' progress to completing the reviews and scores.

- Staff ability to give questions unique weighted score and set the rating scale for reviewers.
- Summarize and analyze all data collected. Ability to perform calculations such as cost per youth served, cost per service hours, average reviewer scores, and other reports for review of proposals.
- Ability to transfer applicant data into grant management system.
- Ability for one organization with a single profile to apply to multiple strategies without the need to enter general organizational information each time.
- Post deployment technical assistance.

Desired Capabilities:

- The ability to send email communications to applicants and reviewers with the ability to filter recipients.
- The ability for external reviewers to register each grant cycle including information on what strategies qualified to review, upload resumes, and identify potential conflict of interest.
- Email documents generated using data fields e.g. grant award or rejection letters specifying applicant and award amount.
- Integrate AdobeSign in order to secure signatures.
- Integrate maps to get accurate service locations data including the City Council District.
- The ability to map and present service locations overall, by strategy, or for a specific subset.
- The ability for one organization with a single profile to apply to multiple City of Oakland departments and programs.
- The ability for City of Oakland staff to see if the organization is funded by other City of Oakland departments and programs.

B) Develop an Online Grants Management System

The City of Oakland is soliciting a vendor to create a grants management system that will migrate approved applicant data into a contracting module, including agency and program information, budgets, participant projections, service projections. The system should also have quarterly reporting that includes narrative responses, actual service data compared to projections, and ability to invoice against the approved budget.

At the program level, grantees will have to create unique participants including demographics information, setup services and activities, and track and report participant level data in services and activities. Certain strategies may have unique service types. Grantees should also have access to data that is easily understandable such as dashboards tracking main OFCY metrics. They should also have some standard grantee level administrative reports and the ability to create customizable reports to analyze their performance year to date.

The grants management system should be fully developed and operational with a projected deployment in April 2022. OFCY funds nearly 150 program grants exceeding \$17 million annually to over 75 different non-profit and public agencies. The system should accommodate multiple users per each funded program with varying levels of access. Development work needs to include initial meetings with staff and current grantees about the needs and desires of the system, plan and curriculum for training staff and grantees, ongoing technical support and post deployment support.

Required Capabilities:

- Migration of applicant data into grant management data for approved grantees.
- The ability for grantees to submit their scope of work, including projected program budget, activities, and client enrollment for city review and approval. The system should track who and when forms are submitted, then auto-generate notices for staff to review what was submitted.
- The system should be able to track any requested changes to the scope of work and be able to keep past versions if the new scope of work is approved. The system should track who and when forms are submitted, then auto-generate notices for staff to review what was submitted.
- The ability for grantees to submit quarterly progress reports including narrative responses, summary of actuals vs projected services for the quarter, summary of participants, and invoicing.
- Invoicing should be linked to approved budget line items with built-in validations, with the ability to generate invoice coversheets and calculate advance payment amounts as a percentage of the grant award. Also have the ability to upload support documentation.
- The ability to track unique clients in unique services and present that data aggregated and at granular level.
- Ease of customization - Easy user-interface for staff to add, delete or modify fields, uploads, question sets, budget templates and projected services/activities, and actual services/activities data entry.
- Data dashboards in real time for users for major program deliverables such as number of youth to be served, service hour intensity, invoiced amount vs grant award. Easy customization of dashboards for different views for different users.
- The ability for grantees to upload data themselves from other database systems they may be using to reduce data entry repetition.
- Performance management tools for staff including data visualization in real time to see trends overall, by strategy, or for a specific subset of grantees.
- Staff ability to easily create and save unique administrative reports templates. The reports templates should be able to analyze data including summing, counting, conditional counting and formatting, and averaging.
- Staff ability to create, delete and modify forms, fields, questions, etc. through an easy user interface without the need for outside coding.

- Access to RFP proposal for staff and grantees from the grant home page so that staff and grantee can easily view what the program was funded for.
- Development and implementation of training curriculum and ongoing customer support.
- A place to upload documents to facilitate the contracting process, such as City of Oakland schedules, business tax license, EBO certificate, uploading fiscal attachments, etc.
- Ability to track multi-year grantee performance along with annual performance.
- Post deployment technical assistance.

Desired Capabilities:

- The ability to generate and email documents using data fields.
- Integration of Adobe Sign for getting signatures.
- The ability to analyze data over multiple years.
- Integration of maps to get accurate service locations data including the City Council District.
- The ability to map and present service locations overall, by strategy, or for a specific subset.
- The ability for multiple City of Oakland departments to share uploaded contract documents such as City of Oakland schedules, business tax license, EBO certificate, uploading fiscal attachments, etc.
- The ability for City of Oakland staff to see if the organization is funded by other City of Oakland departments and programs.
- Client management system to track unique clients across multiple OFCY programs and/or various City of Oakland departments and programs.

Overall, the system should be:

- Accessible through a web browser with no software to download or hardware to install.
- User friendly for both HSD staff and grantee staff to easily access key data, both visually and in report form.
- Easy and affordable to make future changes to accommodate the changing landscape of grant requirements and deliverables.
- Cost effective in terms of ongoing operating costs e.g license, support services, customization, etc.
- Able to data share with other data management systems including Oakland Unified School District ARIES database.
- Mobile friendly

III. THE PROPOSAL

A) Submittal Requirements and Deadline

All proposal elements should be combined into one PDF file in the order listed below in ***Required Proposal Elements And Format***. The complete proposal should be submitted no later than 4:00 p.m. Friday, May 21, 2021 via iSupplier. Please log on to iSupplier to submit your online proposal before the 4:00 p.m. deadline. In addition, please submit an email copy of the proposal to the project manager Scott Kim at ofcy@oaklandca.gov.

Proposals not received by the proposal submittal deadline are late and will not be considered responsive to this RFQ.

B) Required Proposal Elements And Format

- 1) **Cover Letter (1 page)**: Provide a cover letter with contact information, including email address and phone number, for the respondent.
- 2) **Project Team (1 page)**: Provide a brief overview of your organization. List the key staff who will be working on this project and their qualifications and experience to successfully implement the goals of this project.
- 3) **Project Timeline (1 page)**: Provide a timeline of major project milestones and deliverables and the necessary steps to achieve them. Indicate your understanding of the critical project elements.
- 4) **Project Management (3 pages max)**: Describe your project management approach to ensure the timely and successful completion of this project. How will you work with OFCY staff and grantee community? Also describe your flexibility in accommodating last minute changes.
- 5) **Relevant Experience (1 page)**: Describe experiences developing and implementing similar grant application and review systems and grant management systems in three separate projects, with emphasis on government contracts.
- 6) **Professional References (1 page)**: Provide three professional references who can verify the respondent's previous experience and outcomes. Name, company, address, current telephone number and email address, and business relationship.
- 7) **Project Budget – Phase I (1 page)**: Provide a detailed budget on all expenses associated with developing and implementing the grants application and review system and grants management system for the term July 1, 2021 – June 30, 2022 for the Oakland Fund for Children and Youth. Provide details on all staff hourly rates by staff role and by project category, and provide a proposed budget that details the activities to be performed by each staff type and estimated hours. Hourly rates shall be all-inclusive, i.e. base salary, fringe

benefits, overhead, profit, etc. Also include any costs of operating the system during this initial contract term including costs associated with licenses, customer support, training, etc.

- 8) **Ongoing Operating Expenses – Phase I (1 page):** Provide details on projected ongoing annual operating costs (e.g. licenses, supportive services, maintenance, ongoing training, etc) after the initial development and launch year of the application, review and grant management system. Ongoing operating expenses will be a key factor in determining which vendor/system to pursue.
- 9) **Budget - Phase II (1 Page):** Provide general information on potential costs associated with expanding the application, review and management system to include other City of Oakland Departments. Detail any economies of scale savings pertaining to scaling development, licenses, training, maintenance, technical support and ongoing operating costs.
- 10) **Required Schedules with Submission:** Submittals will be validated to ensure compliance with the following schedules, required with submission.
 - i) **Schedule E - Project Consultant Team**
 - ii) **Schedule I - Sanctuary City Contracting and Investment Ordinance**
 - iii) **Schedule O - Campaign Contribution Limits**
 - iv) **Schedule W - Border Wall Prohibition**
- 11) **Review of Schedules required for contracting:** Other schedules must be submitted prior to full contract execution and are available for review at:
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
- 12) **Addenda:** Proposal and Acknowledgment of all Addenda – if issued - please provide signed addenda and submit with proposal.

Proprietary Information: All responses to the RFQ become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".

Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

C) Rejection of Proposal Elements

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal. **A proposal may be rejected for any of the following reasons:**

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal is incomplete or does not contain the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFQ.

HUMAN SERVICES DEPARTMENT: RIGHTS AND RESERVATIONS

By submitting a proposal, an applicant authorizes HSD to verify any information the proposal contains. At any time before a contract is issued, HSD may conduct site visits, interviews, and/or undertake other means to verify applicants' provision of services before making a final contract determination. HSD has the right to disqualify applicants whose proposals present false, inaccurate, or incorrect information or are incomplete in any fashion.

If an inadequate number of proposals is received, or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may at its sole discretion reissue the RFQ.

D) Evaluation of Proposals and Selection Process

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals. To meet minimum qualifications, proposals must receive 70 points or higher.

- 1) Relevant Experience25 points
 - Experience on past projects providing services similar to those described in this RFQ.
 - Prior experience and ability to work with multiple-stakeholders such as government staff, community groups, and other stakeholders, if applicable.

- 2) Project Team25 points
 - Professional background and qualifications of team members and firms comprising the team.
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.

- Ability to perform numerous projects at the same time.
- 3) Project Management and Approach.....25 points
 - Understanding of the nature and extent of the services required.
 - A specific outline and timeline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Special resources the team offers that are relevant to the successful completion of the project.
 - 4) Fiscal Responsibility and Overall Cost Effectiveness.....25 points
 - Proposed rate and budget is reasonable for the scope of services to be delivered
 - Ongoing operating expenses are reasonable and cost effective
 - 5) L/SLBE Certified Business Participation2-5 Points
 - 6) Other Factors.....5 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

INTERVIEWS OF FIRMS- (As needed)

Interviews of qualified candidates may be held if a selection is not made from the evaluation phase, or to determine eligibility for future specific projects within the defined service areas.

- 1) The Department may determine that some respondents will be invited to interview. The selected respondents will be notified orally and in writing, and may be required to submit further materials prior to the interview. It is presently anticipated that the interviews will be conducted within three (3) to five (5) working days of invitation to interview. Interviews may occur at any point during the period of the RFQ as funding for additional services is available.
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the presentation and a question-and-answer period. The presentation should consist mainly of a demonstration of a grant application, review and management system. The demonstration should highlight their specific experience in developing systems similar to those described in the RFQ. Interviews will be held virtually.
- 3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:
 - a) Presentation:.....40 points
 - Demonstration of grant application, review and management system previously built with the capabilities described in this RFQ.
 - b) Request for Proposal Submittal:.....20 points
 - Total points from the initial review of responses will be allocated proportionally based on a maximum allowance of 25 points
 - c) Interview / Questions:.....40 points

- Relevant Experience
- Qualifications
- Organization
- Approach
- Other Factors

E) Contract Award & Negotiations

- 1) The selection process will include an initial screening of the responses based on required elements. All qualified written responses will then be evaluated and ranked. The Department has the option of conducting oral interviews as part of the evaluation process.
- 2) The final selection of all contractors for projects, based upon the written response (and possibly an interview), will be made by the Director of the Human Services Department.
- 3) The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
- 4) The City will withhold the final 10% of the contract amount pending successful completion of work.
- 5) Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
- 6) A sample City standard professional services agreement is available at <https://cao-94612.s3.amazonaws.com/documents/dowd007704.pdf>. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
- 7) Upon award the City will issue a Notice to proceed.
- 8) The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFQ

APPENDIX A: COMPLIANCE WITH CITY POLICIES AND ORDINANCES

- 1) The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
- 2) The City Council reserves the right to reject any and all bids.
- 3) Local and Small Local Business Enterprise Program (L/SLBE)
 - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still apply for non-certified LBEs and non-local business enterprises.
 - b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
 - c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
 - d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
 - e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
 - f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.**
 - g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.
 - i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
 - j) Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
 - k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 - l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 - m) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.
- 4) The City’s Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 5, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a) Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.35 with health benefits** or \$16.47 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.12 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d) Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e) Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains

outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- h) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5) Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:

<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6) Equal Benefits Ordinance

This Agreement is 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 (contractors) 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 contractors 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 sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

- 7) Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

8) Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a) Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c) Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f) The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g) All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h) The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.

- i) In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j) In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9) Arizona and Arizona-Based Businesses

Contractor 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 headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator 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.

10) Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11) 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 be complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S,

12) Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

13) City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

14) Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

15) Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

16) Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

17) City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

18) Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

19) Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of

the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

20) The following City staff are available to answer questions:

RFQ and Project related issues:

Project Manager: Scott Kim, sskim@oaklandca.gov

Contract Analyst: Paula Peav, ppeav@oaklandca.gov

Compliance Officer: Shelley Darensburg, sdarensburg@oaklandca.gov

21) All responses to the RFQ become the property of the City.

22) The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

23) The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.

24) The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams

25) The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

26) All documents and information submitted to the City of Oakland in response to an RFP/Q are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

27) The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

APPENDIX B: CITY SCHEDULES AND POLICIES

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions. **By submitting a SOQ, respondents indicate they are willing and able to comply with the requirements detailed in the Schedules below.** If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Qualifications (RFQ) announcement.

By submitting a response to this RFQ to the City of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:

<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>

1. **Schedule B-2** - (Arizona Resolution) – **Applies to all agreements and is part of the “Combined Contract Schedules”**.
 - i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
 - ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
 - iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

2. **Schedule C-1** - (Declaration of Compliance with the Americans with Disabilities Act) – **Applies to all agreements and is part of the “Combined Contract Schedules”**.
 - i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;

- (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
- (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule¹” and must be submitted with proposal.**
- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
 - ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
 - iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
 - iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
 - v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. **Schedule E-2** (Oakland Workforce Verification Form) – **Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

- i. All prime consultants, contractors, or grantees seeking additional preference points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation 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.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids,

proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

- (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
- (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
- (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

9. Schedule M – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements and is part of the "Combined Contract Schedules".**

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – **Applies to Non-Construction agreements and is part of the "Combined Contract Schedules".**

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City's website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – **Applies to Non-Construction agreements over \$25,000 and is part of the "Combined Contract Schedules".**

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
(see Combined Schedules)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - **Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.**

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.
- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

13. Schedule P – (Nuclear Free Zone Disclosure) - **Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This agreement is subject to the 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”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
(see Combined Schedules)

14. Schedule Q - (Insurance Requirements) - **Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime 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. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see Combined Schedules)

17. Schedule W – (Border Wall Prohibition) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

PLEASE NOTE: *By submitting a response to the RFQ to the City of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

APPENDIX C: STAND-ALONE SCHEDULES

**SCHEDULE E
(PROJECT CONSULTANT TEAM LISTING)**

AND

**SCHEDULE I
(SANCTUARY CITY CONTRACTING AND
INVESTMENT ORDINANCE)**

AND

**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

AND

**SCHEDULE W
(BORDER WALL PROHIBITION FORM)**

An interactive version of the forms can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190



**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date _____



Note:
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name: _____

Signed: _____

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.
 * (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
 ** (M = Male) (F = Female)



CITY OF OAKLAND

Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

.....
I, (name) _____, the undersigned, _____ of _____
(Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.



PLEASE COMPLETE AND SIGN

I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 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) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

Date

SCHEDULE I DB/DM 2019



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)

**ATTACHMENT B2
(Stand-Alone Schedules Required Prior to Contract Award)**

**SCHEDULE E-2
(OAKLAND WORKFORCE VERIFICATION)**

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/oak043692.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023255.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190



Oakland Workforce Verification

Schedule E-2

Date Submitted: _____ Consultant/Service Provider: _____ Phone: _____

Address: _____ email: _____ # additional sheets attached: _____

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.

REQUIRED ATTACHMENTS
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

PLEASE NOTE BELOW:

- 1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and or e) U.S. Military Card.
- 2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.
- 3) It is required that all firms submit their most recently filed DE6/9.

ADDITIONAL SHEET

Consultant/Service Provider _____ RFP/RFQ Title _____
Additional Page # _____ of _____

REQUIRED ATTACHMENTS
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE6

Schedule Q INSURANCE REQUIREMENTS

(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor’s profession with limits not less than \$_____each claim and \$_____aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor’s Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor’s Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer’s or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant’s profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and*

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.