



Human Services Department  
150 Frank H. Ogawa Plaza, Suite 4340  
Oakland, CA 94612

## **GOLDEN STATE WORKS REQUEST FOR PROPOSALS**

RFP Released: March 3, 2017

Mandatory Bidder's Conference:

March 17, 2017, 10 a.m. – 12 p.m.

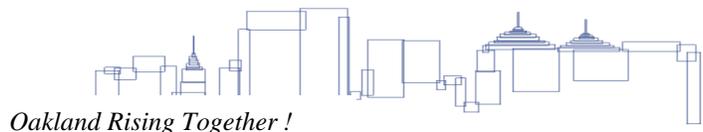
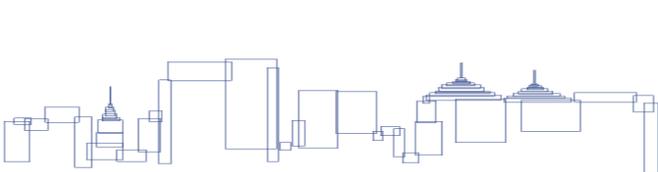
Oakland City Hall, Hearing Room 3

Proposals Due:

April 5, 2017 – 3:00 p.m.

**Late proposals WILL NOT be accepted**

Updates to this proposal, information from the Bidder's Conference and frequently asked questions will be posted to [www.oaklandunite.org](http://www.oaklandunite.org), applicants should review these updates regularly and before submission).



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The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at:  
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also request a copy by email from [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com)

## Golden State Works (GSW)

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### INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland Human Services Department to identify a provider to implement the Golden State Works program. The program will be administered by the Oakland Unite unit.

**Bidders Conference Meeting Date and Time (Mandatory):** Friday, March 17, 2017 at 10:00 AM at Hearing Room 3, City Hall, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA 94612

**PLEASE NOTE: Failure to attend a mandatory pre-proposal meeting will render a proposer non-responsive and the proposal will be rejected.**

**Deadline for Questions:** 2:00 PM, March 29, 2017 by email to the Project Manager, [dsimmons@oaklandnet.com](mailto:dsimmons@oaklandnet.com). All questions must be submitted in writing. No phone calls will be accepted.

**Due Date and Time:** Wednesday, April 5, 2017 at 3:00 PM

**Deliver To:** One original and five copies of the proposals must be **hand delivered**, complete, to the City of Oakland, Human Services Department, 150 Frank Ogawa Plaza, 4th Floor, Oakland, CA 94612. Postmarks will not be accepted

Proposals Must Be Received and Time Stamped by Human Services Department Staff No Later Than 3:00 P.M.

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 and ♦ Living Wage ♦ Minimum Wage

Contractors who wish to participate in the RFP process are required to register in iSupplier in order 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@oaklandnet.com](mailto:isupplier@oaklandnet.com).

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For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd021639.pdf>.

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City.

1. iSupplier Registration/Login:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>.

New registrants can email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com) for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

Any reference within this document to the terms ‘Contractor’, ‘Operator’, ‘Grantee’ or ‘program provider’ are interchangeable and refer to the provider selected to implement the Golden State Works (GSW) program.

**Contact Information:** The following City staffs are available to answer questions regarding this RFP.

1. Project Manager: Dan Simmons at [dsimmons@oaklandnet.com](mailto:dsimmons@oaklandnet.com) or (510) 238-4978
2. Contract Admin: Jasmine Chan at [jchan@oaklandnet.com](mailto:jchan@oaklandnet.com) or (510) 238-7524
3. Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com) or (510) 238-6261

### OVERVIEW

City of Oakland Human Services Department is pleased to release this RFP for the Golden States Works (GSW) employment program - funding cycle July 1, 2017 through June 30, 2019.

This RFP includes funding to support employment services that target the formerly incarcerated, specifically people on parole. The grant awarded through this RFP process will be for an initial two-year period, from July 1, 2017 to June 30, 2019. Grant may be extended for an additional one-year period contingent on availability of funding. It will be managed by the Oakland Unite Division within the Department of Human Services, which is dedicated to violence prevention.

The Golden State Works (GSW) employment program is a partnership between the City of Oakland, the California Department of Corrections and Rehabilitation (CDCR), and the California Department of Transportation (Caltrans). The goal of the program is to assist parolee's successful reintegration into the Oakland community upon release from prison through immediate transitional employment,

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career counseling, and effective job placement and retention thereby reducing recidivism and increasing public safety. HSD and CDCR have partnered with Caltrans to develop and support this work crew program for individuals on parole to do litter abatement and other maintenance work on Caltrans right-of-ways in and around Oakland while receiving supportive job development services. When no litter is present, parolees can perform work services as listed on Work to be Performed by Caltrans Parolee Work Crews (Appendix 1). The Grantee shall receive direction from Caltrans, who shall provide the work locations and oversee the work Grantee performs including but not limited to complying with safety instructions and utilizing litter bags, tools and other safety equipment provided by Caltrans.

Work crews teach participants soft skills needed for success in the workplace and the value of earning a paycheck with daily payments to provide funds to stabilize the individual upon release. Participants are supported in showing up on time, taking direction from a supervisor, supporting co-workers, developing a strong work ethic, and strengthening communication skills. They are also evaluated daily on five different work behaviors: cooperation with supervisor, effort at work, arriving on time, cooperation with co-workers and personal presentation. At the end of each work day, a paycheck is put in the hand of each GSW participant. This daily paycheck gives parolees well-earned money as they transition from prison to the community and conveys the lesson that work pays.

The successful contractor/operator is anticipated to begin operations with six (6) work crews (*See Appendix 3 for more detail about crew size and reimbursement*). The operator will assume responsibility for any crews that are ongoing at the time the contract begins and transition participants from the current contractor to their program. All of the requirements included in the RFP must be incorporated into the applicant's program design.

This RFP seeks to identify a single qualified operator to implement the GSW program in collaboration with the City of Oakland. Applications may be from a single agency or a partnership among agencies with an identified Lead Agency.

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 Bidders Conference. 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 and ♦ Living Wage ♦ Minimum Wage

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**WHO CAN APPLY?**

Nonprofit, 501 (c) 3, organizations are eligible to apply for the GSW program. For the purposes of this application, nonprofit community based organizations can be private or public nonprofit organizations, incorporated in the State of California, and designated as tax-exempt and registered with the California Franchise Tax Board. Collaborations between agencies are welcomed and encouraged. Collaborative applications must have a designated Lead Agency and must be able to invoice the City on behalf of itself and the sub grantees and retain financial records and accountability for all funding. Applicant should have substantive and successful experience providing employment related services to the target population and managing government supported programs and contracts.

**ALLOCATION OF FUNDS**

Total funds available for this effort are approximately **\$3,120,000** annually (approximately **\$6,240,000** over two years) from July 1, 2017 through June 30, 2019. Funds come from the City of Oakland via a public entity agreement with CDCR. The availability and amount of funding are dependent on final agreement between City of Oakland and CDCR. Certain requirements may be subject to change pending CDCR final instructions and available funding.

This agreement includes two separate funding sources, one from CDCR for supportive employment services and another from Caltrans for transitional employment consisting of work crews. Costs for work crews include participant wages, supervision and related items including vans for work crew transportation. Each source of funds carries restrictions and may be used for the specified activities **only** (See Appendix 3 and 3.1 for budget guidance and Appendix 5 for an example of Monthly Caltrans Costs).

<b>Source</b>	<b>Eligible Activities</b>	<b>Cost Method</b>	<b>Funds Available over 2 years</b>
Caltrans Work Crew Program	Wages, fringe, direct job site supervision, plus gas, insurance, toilets, supplies, vehicle lease, etc. needed for transitional work in litter abatement and right-of-way maintenance by program participants	Caltrans will reimburse <b>up to \$1,810 per day per crew</b> for eligible expenses only (See Appendix 3)	\$5,473,440 (Up to \$2,736,720 annually)
CDCR	Supportive services including job coaching, job development, life skills instruction and costs associated with direct	Actual expenses up to maximum; reimbursed cost	\$767,375.82 (Up to \$383,687.91 annually)

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	services staff. Also includes retention incentives		
Total			<b>\$6,240,815.82</b>

*Estimated contract period: July 1, 2017 through June 30, 2019*

Applicants are encouraged to leverage additional resources to provide enriched services and cover other operational expenses.

All funding will be administered through a grant agreement with the City of Oakland Human Services Department. Funds for transitional employment work crews will be provided on a reimbursement basis and only as supported by required reports. Due to the separate origin of the work crew and services funds, the selected applicant will be required to provide **two** invoices to the City of Oakland.

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For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd021639.pdf>.

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Please consult the City website for the Plan Holder list.

1. iSupplier Registration/Login: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>. New registrants can email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com) for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

**SCOPE OF SERVICES**

***ELIGIBLE TARGET POPULATION***

The program must serve the target population of parolee participants on active parole, prioritizing those between the ages of 18 and 35, and must be physically able to work on transitional job sites involving manual labor although other parolee participants will not be excluded. Additionally,

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priority will be given to parolee participants residing within the City of Oakland; however, parolee participants residing within the County of Alameda may also be referred. Parolee participants shall be in possession of a state driver’s license or state identification card and a Social Security card prior to participating in transitional employment. Participants must be I-9 compliant (i.e. able to establish a legal right to work). Persons convicted of arson or sex offenders may be excluded on a case-by-case basis by CDCR.

***REFERRAL RELATIONSHIPS***

CDCR will refer eligible individuals on parole to the operator of the GSW program. All parolee participants shall be referred through the Division of Adult Parole Operations (DAPO) Agent of Record (AOR) on a CDCR Form 1502 Activity Report. Parolees referred shall be engaged in programs operated by CDCR.

In addition to these referrals, the City of Oakland may in conjunction with CDCR refer individuals who are participating in programming under the City’s violence prevention and intervention initiative, Oakland Unite. The City will assist the operator in facilitating relationships and connections with City-funded programs.

***REQUIRED OUTCOMES & MILESTONES***

The operator will be held accountable for tracking, reporting monthly, and achieving the milestones in the table below. Where there is a “Minimum” and “Target”, the operator is held accountable to the “Minimum” milestone, but is expected to work towards achieving the “Target” milestone.

Tables 1 and 2 below detail the required milestones for Fiscal Year (FY) 2017/2018 and 2018/2019.

Table 1: Required Milestones for FY 2017/2018

<b>*Milestone Date</b>	<b>Enrollment (Completed Life Skills Education)</b>	<b>Worked Transitional Jobs</b>	<b>Placed in Permanent Jobs</b>	<b>90 Day Retention</b>	<b>180 Day Retention</b>	<b>365 Day Retention</b>
<b>By June 30, 2018</b>	Minimum 150	Minimum 150	Minimum 60	Minimum 40	Minimum 35	Minimum ** 17
	Target: 270	Target: 257	Target: 120	Target: 75	Target: 62	Target 30

*\*Milestone numbers presume carry forward of parolee participants from previous FY.*

*\*\*Takes into account that parolee participants may not be placed until the later quarters of the program and retention targets would not be achieved until year two.*

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Table 2: Required Milestones for FY 2018/2019

<b>Milestone Date</b>	<b>Enrollment (Completed Life Skills Education)</b>	<b>Worked Transitional Jobs</b>	<b>Placed in Permanent Jobs</b>	<b>90 Day Retention</b>	<b>180 Day Retention</b>	<b>365 Day Retention</b>
<b>By June 30, 2019</b>	Minimum 150	Minimum 150	Minimum 60	Minimum 40	Minimum 35	Minimum 17
	Target 270	Target 257	Target 120	Target 75	Target 62	Target 30

Over the course of the project, the Grantee will be expected to have enrolled 300-540 eligible parolee participants into the program. Referrals of as many as 640 eligible parolee participants may be needed to ensure a total enrollment of 300-540 placements. Based on the above milestones the Grantee shall maintain a capacity of 130 parolee participants.

In addition to the performance benchmarks listed above, the Grantee will also be expected to report monthly on several outcomes that are indicators of program success, though specific milestones will not be attached to these outcomes. They include (but are not limited to):

- Daily Work Crew Scheduling
- Daily Work Crew Attendance Rates
- Number of Interviews Created by Job Developers Per Month
- Average Wage at Placement

**KEY PROGRAM ELEMENTS**

The GSW program will provide transitional employment and supportive employment services to parolee participants with the goal of achieving job placement and retention, and reducing recidivism. The GSW program will provide, at a minimum, services to parolee participants that include employment assessment, life skills education, employment preparation, transitional employment, job placement and appropriate case management, and retention services.

**A. Employment Assessment**

Each program participant shall be given an assessment utilizing an evidence-based employment assessment tool. The tool should address both assets and barriers to employment including work experience, education, health, behavioral health, cognitive deficits, housing, substance abuse, and support systems.

**B. Life Skills Training**

A core component of the model is a Life Skills curriculum which should advance participants' work readiness and ability to positively participate in the program. The chosen Grantee must provide and

implement an evidence-based life skills curriculum tailored to the needs and requirements of the participant population.

GSW participants must participate in Life Skills training and continue throughout the subsidized work experience. The Grantee must also work with participants during Life Skills to assemble all documents necessary for them to legally work on the transitional job site (I-9 compliance) and create a detailed participant profile in an appropriate data tracking and scheduling software package.

**C. Transitional Employment:**

The program model is built upon enrollees being placed into transitional employment, while simultaneously receiving other supports to prepare enrollees for future permanent job placements. The Grantee must offer each program participant who successfully progresses through the life skills curriculum a transitional job in a work crew conducting litter abatement and maintenance work along State Right of Ways within a 60-mile radius of the City of Oakland. Work to be performed by parolee work crews includes, but is not limited to, litter and debris removal, weed control, graffiti abatement, trimming or removing vegetation, restoring and replanting vegetation, and other general maintenance.

**D. Transitional Employee Expectations**

1. All enrolled GSW participants must participate in Life Skills training throughout the subsidized work experience.
2. Participants in transitional jobs will work an average of four days per week, and be present for eight and ½ hours per day at the transitional job. Participants will be paid for eight hours of work with a ½ hour unpaid lunch break for every eight-hour shift they are assigned to a work crew. Parolee participants are eligible to work up to 90 days on the transitional work crews. After the transitional employment is over, the program will continue to work with the parolee to find employment. If employment is not yet found, the program will assist the parolee based on their assessment and engagement in the life skills education components.
3. Participants must meet one day per week with the Grantee’s job development staff on job readiness and job development.
4. Each participant participating on the work crews shall be paid no less than City of Oakland minimum wage. Parolee participants will be paid each day they work by the Contractor and/or subcontractor.
5. Each work crew shall have one “non-parolee” supervisor provided by the Contractor and/or subcontractor. The supervisor(s) salary shall not exceed \$25 per hour. The supervisor is typically the driver of the van which transports parolee participants to work locations; however, if a separate driver(s) is hired, the salary shall not exceed \$25 per hour.

6. Works crews will be deployed 5 days per week, except holidays.
7. Transitional employees must receive payment at the end of each and every day that they work on a transitional job. Daily payment is a key element of the program model.
8. Transitional employment participants must be evaluated daily on basic work behaviors. The daily evaluation tool must be based on proven employment/work readiness models. At a minimum the daily evaluation must measure:
  - Cooperation with supervisor
  - Cooperation with fellow participants
  - Effort
  - Responsibility
  - Personal presentation

**E. Job Preparation and Placement Services**

The Grantee is responsible for linking the subsidized job experience to full time employment and will be held accountable for long-term employment performance. The job development process must begin when participants commence transitional jobs.

Participants begin the program with a job readiness assessment, at which time it is determined whether a participant can work with a job developer to secure full-time employment or if they need to work with a job coach to address barriers to employment (e.g. personal presentation, ability to answer the conviction question in an interview).

Systematic and independent employment verification of participants at their full-time job placement must be made through the copy of the participant's pay stubs, direct confirmation of employment with employers, or parole officers.

**F. Job Retention Services**

Job retention services must be made available for 12 months after a participant is placed in a full time job. Retention must involve both consistent one-on-one contacts with participants, retention incentives for participants who achieve retention milestones, and may include contact with the employer, when appropriate.

Retention services are expected to help the participant pursue career advancement and further education when appropriate; provide support, coaching, and referral resources when barriers arise that threaten continued employment; and assist in collecting copies of paystubs that can verify employment and the delivery of retention incentives.

Every contact between a Retention Specialist and participant must be documented in the approved

database by the Grantee.

**G. Retention Incentives**

Retention incentives must be provided that give participants some form of income support such as transit passes, food vouchers, work clothes, etc. for the period they are enrolled in retention services. Incentives are used both as motivator to keep individuals connected to the workforce and a tool for Retention Specialists to maintain contact with participants. Cash incentives are specifically prohibited.

**H. Case Management and Documentation**

Effective case management must be provided by all vocational staff including Job Coaches, Job Developers, and Retention Specialists in order to assist participants in the transition from imprisonment to work and to link participants to other appropriate services. The Grantee will be responsible for providing effective case management throughout a participant's engagement, with full documentation of all parolee participant activities maintained within a detailed tracking system.

**I. Services to Existing Participants**

The Grantee will assume responsibility for any crews that are ongoing at the time the contract begins and transition participants from the current contractor to their program. Transition services may include an assessment of the client to determine job readiness, services received to date, and other services detailed in Section E- Job Preparation and Placement Services. HSD Staff will work closely with the Grantee to support a smooth transition of existing participants and operation of work crews.

**J. Breathalyzer/Urinalysis Testing**

The Contractor shall use a breathalyzer or any other non-invasive alcohol and drug detection devices to test parolee participants at any time. The Contractor shall test parolee participants on a random basis and for probable cause if behavior is exhibited consistent with being under the influence. The Contractor may utilize Instant Test Urinalysis (UA) Test Strips. All participants who test positive shall be reported to the DAPO's AOR that day. Any parolee participant refusing to test shall be reported to the AOR/Office of the Day/Unit Supervisor immediately.

***REQUIRED POSITIONS***

To carry out the program it is anticipated that the Grantee will need at a minimum:

- Program Manager (1.0 FTE)
- Crew Supervisors (6 x 1.0 FTE)
- Job Developer (1.0 FTE)
- Job Coach
- Life Skills Instructor

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- Retention Specialist
- Data Specialist

Proposals that include less than 1.0 FTE per position must explain how the goals of the position will be achieved. Staff and any individual who will be in regular contact with the parolee participants will undergo a thorough security clearance, which must include a Live Scan background check.

### *USE OF SOFTWARE FOR SCHEDULING & TRACKING*

The Grantee must agree to identify and use a software system that can track program implementation and outcomes including:

- Scheduling work crews and work sites
- Tracking key program events and outcomes including enrollments, graduation rates, employment opportunities, placements and job retention, among others.
- Tracking all events, progress and services of individual clients as required by the model.
- The Grantee must also enter data into the HSD tracking system, CitySpan, to provide data reports to the City of Oakland and CDCR that meet the reporting requirements of the grant.

### *DIRECT SERVICE ACTIVITIES*

The GSW provider is responsible for:

- Daily work site scheduling and confirmation of attendance— scheduling includes the assignment and confirmation of attendance of parolees to work crews, and the designation of a vocational appointment day for each participant that includes job search.
- Transfer of work site confirmations of attendance to a daily payroll system in preparation for payroll processing by the program operator - this is limited to the collection and verification of hours worked by participants.
- Acting as or identifying an appropriate employer of record to perform the issuance of checks or other form of payment to participants (e.g. direct deposit) on a daily basis and to maintain appropriate separation of duties between scheduling and payroll operations.

### *TECHNICAL ASSISTANCE*

The selected program Grantee will receive technical assistance from the City, Caltrans, and CDCR in order to ensure fidelity to the program model. The program operator and any partners will be expected to participate in regular technical assistance sessions, in person and by telephone during program startup and implementation and on an ongoing basis. Training and support as deemed necessary for faithful replication of the model will be provided to the selected program operator.

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### **PROGRAM ASSESSMENT**

The GSW Grantee must agree to comply with data requests from any Oakland Unite assessment provider. The GSW provider will participate and assist in all assessment activities, including but not limited to site visits, surveys, assessments and interviews.

The operator will be required to ask participants to consent to providing additional data, including demographics, employment history and experience, income, and housing status.

The assessment provider and the City of Oakland will provide guidance on consent and confidentiality practices.

### **EVALUATION OF PROPOSALS – SUBJECT TO CHANGE**

A successful proposal will include the following critical elements:

1. Strong track record of provision of the same or similar services. (for agencies who have received Oakland Unite or other local funding for similar activities, past performance will be considered during the review process)
2. Strong track record of providing services to the target population with positive outcomes
3. Proven experience implementing complex government contracts including data gathering and reporting requirements
4. Experience and proven ability to work in multi-agency partnerships
5. Proven success in recruiting, training and retaining qualified staff and/or volunteers who reflect the community served
6. Proven success in developing long-term unsubsidized job opportunities for formerly incarcerated people including any formal connections with employers
7. Strong and well-thought out program design including incorporation of all required best-practice elements, as well as key elements of current program and similar evidenced-based models
8. Experience and capacity to provide linguistically and culturally appropriate services
9. Leveraged resources – Ability to bring other resources to the project
10. Capacity to use data systems to track client outcomes and services

The City of Oakland Human Services Department will work with outside experts, including public partners, to conduct a thorough review of all proposals submitted. The panel will conduct a thorough review of each proposal using a consistent evaluation rubric (*See Appendix 5*). During the proposal review, the panel will also consider how collaborations and other strategies might maximize the use of resources.

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The following sample of criteria and the points for each criterion, for a total of 105 points, may be used in evaluating and rating the proposals:

1) Agency History and Capacity ..... 40 points

- The lead agency has demonstrated past success in providing services to the target population, including the size and scope of the programs.
- Proposal specifically describes experience in developing unsubsidized job opportunities for formerly incarcerated people and any relationship with potential employers. Agency demonstrates history of partnering with the criminal justice system.
- If this is a collaborative, partners have a history of working together. Partners have experience working with this population and in providing services proposed.
- Organization demonstrates stability both in terms of funding and management. Facilities are sufficient to handle crew-based work.
- The agency demonstrates ability to manage a daily payroll.
- Agency has experience managing data collection systems and collaborating with evaluation efforts.

2) Program Design .....25 points

- The proposal successfully addresses all of the specific requirements of the RFP for replication of the GSW model.
- The proposed job development and retention program is comprehensive and thorough. Incentives are clearly integrated into the program.
- The proposed program fits with the model outlined, and diverges only in ways that improve the quality of services offered.
- The roles of the partners are clear and realistic. The partnerships enhance the outreach, recruitment, and/or overall comprehensiveness of services provided. Relationships with CDCR and Caltrans are articulated and clear.

3) Staffing Qualifications .....15 points

- Qualifications of staff are appropriate for the services proposed. Staff possesses cultural competence with target population, as well as language.
- Agency has a plan for and/or history of strong staff retention and development.

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- Staff has experience implementing similar projects. Management staff has experience managing similar projects. For collaborative proposals, management staff has experience with collaborative projects.
- 4) Budget, Leveraging, Fiscal Responsibility .....20 points
- The agency has experience in managing government grants and contracts with multiple funding services.
  - The overall program budget is sound and reasonable. Costs are appropriate for the program proposed and can accomplish services proposed.
  - The agency demonstrates ability to manage a daily payroll.
  - An appropriate number of clients will be served for the GSW investment. Cost per client is reasonable.
  - Line-item costs and available resources (including other program funding and non-monetary resources) are identified and explained, and relate to program design.
- 5) L/SLBE Certified Business Participation .....2-5 Points

**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 this RFP without liability, obligation, or commitment to any party, firm, or organization. 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 not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.

**APPEALS**

Only the following matter may be appealed: The Human Service Department's failure to follow any procedure, requirement, or evaluation criterion in this request for proposals. All appeals shall be written, and must specify in detail the grounds of the appeal, the facts and evidence in support thereof and the remedy sought.

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Written appeals shall be hand delivered to the Director of the Department conducting the protested funding process and the Manager conducting the funding process (as indicated below) by **Friday, April 28, 2017 by 5pm**. The Director of the Department will review each appeal and deliver a decision in writing.

Director of Department: Ms. Sara Bedford, Director  
City of Oakland Human Services Department  
150 Frank H. Ogawa Plaza, Fourth Floor  
Oakland, CA 94612-2092

### **CONTRACT NEGOTIATIONS AND AWARD**

The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate. After grant award announcements, grantees will work with the City of Oakland to develop a contract that includes:

- Signed Contract/Grant Agreement signed in blue ink only and four signature pages
- Revised agreed-upon scope of work and budget with accompanying narratives using correct forms
- Contact Information Sheet
- Active Corporate Status
- Current Oakland Business Tax Certificate

Contracts will not be considered complete until all documents and assurances are submitted

- Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
- A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement”. 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.

### **GENERAL INFORMATION**

1. The City Council reserves the right to reject any and all bids.
2. 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

## Golden State Works (GSW)

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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 applies 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.**
- 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

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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.

### 3. The City’s Living Wage Ordinance

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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). 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 \$12.93 with health benefits or \$14.86 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 1<sup>st</sup> of each year, contractor 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 **\$1.93 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) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>

## Golden State Works (GSW)

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- 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.

#### 4. 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 15<sup>th</sup> 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.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

#### 5. 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

## Golden State Works (GSW)

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

6. 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.

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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: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> 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@oaklandnet.com](mailto:vinman@oaklandnet.com).

### 7. 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

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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.

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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.

### 8. 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.

### 9. 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.

### 10. 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

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termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

11. 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.

12. Sample Professional Service Agreement

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

13. 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

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (Schedule Q). A copy of the requirements are 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.

14. 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.

15. 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.

16. 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.

17. The following City staff are available to answer questions:

Project Manager: Dan Simmons via email only at dsimmons@oaklandnet.com

Contract Analyst: Jasmine Chan, (510) 238-7524

Compliance Officer: Vivian Inman, (510) 238-6261

18. All responses to the RFP become the property of the City.

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

20. 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 RFP process.

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

22. 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.
23. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. 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.
24. 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 RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

**RFP DOCUMENTS AND ATTACHMENTS**

*All RFP documents can be downloaded from the Oakland Unite website at [www.OaklandUnite.org](http://www.OaklandUnite.org)*

**Cover Sheet**

The Cover Sheet Form must be completed and included as the first page of each proposal.

**Narrative**

The Narrative must be responsive to the criterion delineated on pages 14 and 15 of the RFP. Font size must be 11-pt or larger. The proposal narrative cannot exceed 12-pages maximum.

In addition to the Narrative each proposal must include a Budget and Budget Narrative as attachments. The Budget and Budget Narrative are not included in the 12-page limit. Please refer to Attachment 1 on the Oakland Unite website for the required budget form.

**Attachment 1 - Budget Form**

The budget is an important component of your proposal. This document links the funding requested with specific elements of the project proposed. Therefore, the budget proposed should be an appropriate and accurate projection of the project expenses.

If you have sub-grantees, you must submit a budget form and narrative for each sub-grantee.

Please refer to Appendix 3.1 for details on allowable CDCR expenses. See Appendix 4 for Caltrans allowable budget costs.

**Attachment 2 – Budget Narrative**

The budget narrative must be independent of the proposal narrative and must include a separate and complete justification for each line item in the budget. Budget narrative examples are provided in the description below. In general, each budget narrative statement should describe, in as much detail as possible:

- What the specific item is
- How the specific item relates to the program
- How the amount shown in the budget was determined
- What amount is being charged to GSW

Any proposals that involve more than one agency are required to submit budget narratives for each partner, including the lead agency. Label the Budget Narrative “Attachment 2” in your application.

**A. Personnel**

Please list the positions that are related to direct service for this project. Also specify the full time yearly salary, the full time equivalent (FTE) spent on the project and the amount of funds covered by GSW and the amount of funds covered by other sources.

*Sample Narrative:* The Project Coordinator is responsible for planning, organizing, and directing the implementation and operations of this project. The base salary for the Project Coordinator is \$40,000. The Project Coordinator will be working on the project half time for 12 months for a total cost of \$20,000.

**B. Fringe and Benefits**

This line item represents benefits (health, dental, etc.) as well as mandatory employment costs such as FICA, Social Security, SDI, and unemployment taxes. Indicate what benefits will be provided and how the amount was calculated in the budget narrative.

**C. Other Direct Costs**

List costs that are directly associated with operating the project. For each line item, describe how estimates were determined in the budget narrative. Please detail how much is being requested from GSW. Please note that State process for claiming mileage and travel expenses are excessively cumbersome. Applicants are requested to use other funds for this purpose. Mileage will not be an approved grantee cost.

**D. Equipment**

## Golden State Works (GSW)

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CDCR permits purchase of equipment and capital items for use by program participants. However, any single item costing \$500 or more is considered a capital expenditure and the City retains title of all such items and reserves the right to exercise its ownership.

Grantees will be required to provide the City with a list and description of any and all items costing \$500 or more that are purchased with GSW funds.

Itemize the equipment requested and include a statement outlining the ways in which the equipment will be used by GSW participants to fulfill project goals. You should explore the option of purchasing vs. leasing/rental, and explain your choice.

*Sample Narrative:* A rental copy machine costs \$200 per month and will be used 25% for this project. Total cost is  $\$200 \times 25\% \times 12 = \$600$ .

### **E. Office/Facility/Classroom Rental**

These are the pro-rated costs of space rental, utilities, building maintenance and other occupancy costs that are directly used to provide the services for this project.

*Sample Narrative:* The organization's cost for space rental, utilities and janitorial services is \$3,000, \$1,500, and \$500 respectively for a total of \$5,000 per month or \$60,000 per year. Thirty percent of the facility will be used for the proposed program, so the direct occupancy cost is \$18,000.

### **F. Program Materials & Supplies**

This category should include all items that your program requires in order to operate, such as curriculum costs or training materials.

*Sample Narrative:* All program participants use workbooks and other materials that are part of the parent education curriculum. The cost of the workbooks is \$25 per participant. We estimate serving 100 participants so the total cost of the workbooks is \$2,500 per year.

### **G. Incentives**

If your program is going to offer incentives to clients/participants for attendance or for completing milestones, please indicate the type of incentive (bus pass, food voucher, etc.) and the number of participants/clients you anticipate will receive incentives.

*Sample Narrative:* Each participant will receive a \$50 transportation pass for completing the 30 day employment benchmark for  $\$50 \times 50 \text{ clients} = \$2,500$ .

### **Attachment 3 - Resumes**

Provide resumes of key project staff responsible for project implementation. Label the Resumes, "Attachment 3" in your application.

### **Attachment 4 - MOUs/Letters of Agreements**

## Golden State Works (GSW)

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Memorandum of Understanding or Letter of Agreement must be submitted between the following parties:

- Lead agencies & sub-grantees
- Key Referral Partner(s)
- Other Partners

### **Attachment 5- IRS Letter of not-for-profit status**

All lead applicants must be a non-profit agency. Non-profit agencies must attach a copy of the IRS letter from 2013 or later certifying their organizations' nonprofit status under section 501(c) (3). Organizations that do not have 501(c) (3) status must apply under the sponsorship of an organization holding an IRS 501(c) (3) designation.

### **Attachment 6- Financial Statement or Audit**

Please provide either an audited financial statement with cover and/or Management letter if organizational budget is more than \$100,000 for 2012-2013 or a CPA review of financial statements with cover and/or management letter if organizational budget is under \$100,000 for 2015-16. Audits must include a cover and/or management letter (signed by the auditor and containing any findings).

### **Required Schedules**

The City of Oakland requires all contractors to fill out several forms to ensure they are in compliance with a variety of ordinances and laws. **Combined grant schedules** are the required at the time of contract execution. Electronic copies of these documents can be downloaded from the Oakland Unite website at: [www.oaklandunite.org](http://www.oaklandunite.org)

- Schedule C-1 - Declaration of Compliance with the American with Disabilities Act
- Schedule K - Pending Dispute Disclosure
- Schedule N - Living Wage - Declaration of Compliance
- Schedule N-1 - Equal Benefits - Declaration of Non-Discrimination
- Schedule P - Nuclear Free Zone
- Schedule V - Affidavit of Non-Disciplinary or Investigatory Action
- Oakland's Minimum Wage Law

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**IMPORTANT DATES – SUBJECT TO CHANGE**

<b>Item</b>	<b>Date</b>
<b>RFP Issue Date</b>	<b>March 3, 2017</b> on <a href="http://oaklandunite.org">http://oaklandunite.org</a>
<b>Bidders' Conference</b>	<b>March 17, 2017 from 10 am-12 pm</b> City Hall, Hearing Room 3 1 Frank Ogawa Plaza, First Floor Oakland, CA 94612
<b>General Technical Assistance by E-mail Ends</b>	<b>March 29, 2017, 5 pm</b>
<b>Hard Copy Proposals Due</b>	<b>April 5, 2017, 3 pm</b> 1 original & 5 copies must be hand delivered to office: 150 Frank Ogawa Plaza, Suite 4340 Oakland, CA 94612
<b>Preliminary Notification of Funding Recommendations</b>	<b>April 21, 2017 – estimated</b>
<b>Written Appeals from Applicants Due</b>	<b>April 28, 2017, 5 pm - estimated</b>
<b>Grant Contracting Begins</b>	<b>July 1, 2017</b>
<b>Program Year Begins</b>	<b>July 1, 2017</b>

**END OF RFP**

ATTACHMENT A

**SAMPLE**  
**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT**  
**BETWEEN THE CITY OF OAKLAND**  
**AND**  
**Name of Contractor**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **Month, date, year** between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Name of Contractor** (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be **Project Manager**.

3. Time of Performance

Contractor’s services shall begin on **Month, Date, Year** and shall be completed **Month, Date, Year**.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed **\$Amount**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the

contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. 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. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants 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 **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities

whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
  - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related

settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the 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 late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. 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, Contractor is 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.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule>

[s/index.htm](#) 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@oaklandnet.com](mailto:vinman@oaklandnet.com).

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

19. Dispute Disclosure

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 or Agency 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.

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **month date year**.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

**Golden State Works (GSW)**

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- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

22. 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 subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, 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 Subcontractors 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 orientation, gender identity, 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 **Schedule C-1, 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.

23. 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 applies 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 VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- 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.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with 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 (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant 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 \$12.93 with health benefits or \$14.86 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 1<sup>st</sup> of each year, contractor shall pay adjusted wage rate.**
- 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 \$1.93 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. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of 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 Division of Contracts and Compliance, 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 the Division of Contracts and Compliance.

25. 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 15<sup>th</sup> 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.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK05145>  
1

26. 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 (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following 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 subcontractors of any contract or contractor

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

27. 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 attached hereto and incorporated herein as **Schedule O**.

28. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P**, 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 **Schedule P**, attached hereto.

29. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

30. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

31. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

32. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the

purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

33. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Governing Law

This Agreement shall be governed by the laws of the State of California.

35. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)  
Agency/Department  
Address  
Oakland, CA  
Attn: Project Manager

Name of Contractor  
Address  
City State Zip  
Attn: Project Manager

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

36. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. Time of the Essence

Time is of the essence in the performance of this Agreement.

40. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

**Golden State Works (GSW)**

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Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

41. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

42. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

**City of Oakland,**  
**a municipal corporation**

**Name of Contractor**

\_\_\_\_\_  
(City Administrator's Office) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Agency Director's Signature) (Date)

\_\_\_\_\_  
Business Tax Certificate No.

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Date of Expiration

\_\_\_\_\_  
(City Attorney's Office Signature) (Date)

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Accounting Number

**END OF PROFESSIONAL SERVICES CONTRACT SAMPLE**

**ATTACHMENT B1  
(Stand-Alone Schedules Required with Proposal)**

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

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE O  
(CAMPAIGN CONTRIBUTION LIMITS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190



**REQUEST FOR PROPOSAL (RFP) – (GSW)**



**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 <input type="checkbox"/> Original <input type="checkbox"/> 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) <input type="checkbox"/> Bid <input type="checkbox"/> Proposal <input type="checkbox"/> Qualification <input type="checkbox"/> 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.  <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">                             _____                              Signature                         </td> <td style="width:50%; border: none;">                             ____/____/____                              Date                         </td> </tr> <tr> <td style="border: none;">                             _____                              Print Name of Signer                         </td> <td style="border: none;">                             _____                              Position                         </td> </tr> </table>		_____ Signature	____/____/____ Date	_____ Print Name of Signer	_____ Position
_____ 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 _____					

**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 <http://www2.oaklandnet.com/oakcal/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) 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 <http://www2.oaklandnet.com/oakcal/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**REQUEST FOR PROPOSAL (RFP) – (GSW)**



**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 01/13/17)*

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 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. **Worker's 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/RBD,** appropriate to the contractor's profession with limits not less

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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 Contractor is the provider of services to persons with Alzheimer’s or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

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 insured’s 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.

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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 insured's 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

**REQUEST FOR PROPOSAL (RFP) – (GSW)**

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for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of 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.

## ATTACHMENT C: 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.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

**By submitting a response to this RFP/Q, NIB, or Grant opportunities, 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:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.

**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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*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:

**REQUEST FOR PROPOSAL (RFP) – (GSW)**

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- (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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule<sup>1</sup>” 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- 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.

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<sup>1</sup> Stand Alone Schedule is not part of the “Combined Schedule”.

**REQUEST FOR PROPOSAL (RFP) – (GSW)**

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- 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.**
- 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
  - 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (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](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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (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](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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

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

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- 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- 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

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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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Combined Schedules)

**PLEASE NOTE:** *By submitting an RFP/Q, NIB or Grants 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.*