



CITY OF
OAKLAND



OFFICE OF THE CITY ADMINISTRATOR

Edward D. Reiskin, City Administrator

REQUEST FOR QUALIFICATIONS

(RFQ)

For

PROFESSIONAL SERVICES FOR HUMAN SERVICES DEPARTMENT & DEPARTMENT OF VIOLENCE PREVENTION

- ✓ **Due Date:** Friday, November 18, 2022 – 2:00 p.m. (Pacific Time)
- ✓ **Voluntary Pre-Proposal Meeting:** Tuesday, October 25, 2022 at 10:00 a.m. (Pacific Time) – Zoom link:
https://us06web.zoom.us/webinar/register/WN_UYapozddTKOqv4GxdHr9Vw

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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: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Department of Workplace and Employment Standards (DWES). Also, request a copy by email from isupplier@oaklandca.gov

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I. INTRODUCTION

This Request for Qualifications (RFQ) is being issued by the City of Oakland, Office of the Human Services Department and the Department of Violence Prevention (DVP).

Pre-proposal Meeting Date and Time (Voluntary): Tuesday, October 25, 2022 at 10:00 AM via Zoom. Please pre-register through this Zoom link:

https://us06web.zoom.us/webinar/register/WN_UYapozddTKOqv4GxdHr9Vw

Deadline for Questions: 2:00 PM, October 28, 2022, by email to the Project Manager, oaklandhsdRFQ@oaklandca.gov

Proposal Submittal Deadline Date and Time: Friday, November 18, 2022, at 2:00 PM

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav

Proposals Must Be Received in iSupplier portal by Department of Workplace and Employment Standards (DWES) Staff No Later Than - 2:00 P.M. iSupplier will not allow late submittals and therefore please allow time to log in, create a response, and upload your Proposal.

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

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

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

Free copies of the RFP/RFQ 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.

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1. iSupplier Registration/Login:
<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier
2. iSupplier userguides: <https://www.oaklandca.gov/documents/isupplier-user-guides>
3. iSupplier Plan Holders List:
<https://www.oaklandca.gov/services/active-closed-opportunities>

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

1. Project Manager: Cindy King at oaklandhsdRFQ@oaklandca.gov
2. Contract Admin: Paula Peav at ppeav@oaklandca.gov or (510) 238-3190
3. Contract Compliance Officer: Vivian Inman at vinman@oaklandca.gov or (510) 238-6261

Background

This Request for Qualifications (RFQ) is being issued by the City of Oakland, Human Services Department (HSD) and the Department of Violence Prevention (DVP) to identify qualified agencies, firms, project teams or individuals to solicit Statements of Qualifications (SOQ) to provide a variety of consulting services, to help build strong communities by enriching the quality of life for individuals and families in Oakland. HSD and DVP collaborate with a diverse group of local organizations to provide services that address the changing and emerging needs of the community.

This RFQ will primarily support the Department of Violence Prevention at City of Oakland and the following divisions within the Human Services Department:

- Oakland Fund for Children and Youth (OFCY) - www.ofcy.org
- Sugar-Sweetened Beverage (SSB) Distribution Tax Program - www.oaklandca.gov/boards-commissions/sugar-sweetened-beverages-community-advisory-board
- Alameda County - Oakland Community Action Plan (AC-OCAP) - www.ac-ocap.com
- Community Homelessness Services - www.oaklandca.gov/topics/housing-and-homelessness-assistance
- Aging Adults - www.oaklandca.gov/topics/senior-services
- ReCAST
- Administration – www.oaklandca.gov/departments/human-services

These programs provide funding to public and non-profit agencies to support direct services for Oakland children, youth, families, single adults, and aging adults. Primary focus areas include but are not limited to preventing and reducing violence and homicides, reducing the consumption of sugar-sweetened beverages and promoting healthy lifestyles, improving early childhood education and youth services, advancing

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economic empowerment and prosperity, ensuring Seniors continue living with dignity and self-dependance, addressing stress with trauma informed care, and alleviating poverty and homelessness in our communities.

This RFQ is intended to identify a list of qualified agencies, firms, project teams or individual candidates who can complete the tasks identified in each service category. The City of Oakland intends to enter into agreements with multiple entities to provide the various services outlined below in the Scope of Services section.

Project Descriptions

HSD and DVP are seeking to develop a list of qualified contractors ranked in numerical order to provide a variety of consulting and professional services as described in Section II of this document. Selections for future projects will be based on the competitive qualifications, experience, demonstrated commitment to racial, diverse, and equitable business practices, and hourly rates quoted in the proposals, that have responded to this RFQ. After the pre-qualified list is established, one or more qualified contractors may be asked to provide further details, portfolios of work and additional price information based on the needs of specific projects. Interested parties shall submit separate proposals for each Service Category.

The Service Categories include:

- 1) Strategic Planning and Community Engagement
- 2) Design, Marketing and Communication Services
- 3) Independent Evaluation of Program Services
- 4) Application and Review System, Data Reporting, Management Information Services
- 5) Training, Technical Assistance and Capacity Building
- 6) Workforce-Focused Capacity Building and Employer Engagement
- 7) Independent Auditing (Financial & Programmatic)

Funding Terms and Duration

HSD may fund contracts under this RFQ with a variety of federal, state or local funding as appropriate, along with foundations or charitable giving funds, and City of Oakland general funds.

This RFQ will be in effect from December 1, 2022 to December 31, 2025. HSD or DVP may contract with the list of qualified entities developed through this RFQ for agreements that start within the three-year timeframe. The terms of any agreements (and any approved amendments) entered into within the timeframe may extend beyond the three-year timeframe.

Any updates to the timeline or changes to the content of the RFQ will be posted on the HSD webpage at <https://www.oaklandca.gov/topics/funding-opportunities-hsd> as well

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as iSupplier. It is the proposer’s responsibility to review all changes posted and adjust responses as needed.

Pre-Proposal Meeting and Respondents’ Questions

Voluntary Pre-proposal Meeting: A meeting for prospective respondents will take place on Tuesday, October 25, 2022, from 10:00 a.m. Topics to be discussed at this meeting include scope of services, proposal requirements, compliance with applicable programs, and mandatory registration in “iSupplier”.

All potential applicants are encouraged to attend the meeting which will take place virtually via Zoom platform. Applicants must register in advance at https://us06web.zoom.us/webinar/register/WN_UYapozddTKOqv4GxdHr9Vw. The meeting will be recorded and made available on <https://www.oaklandca.gov/departments/departments-of-human-services>.

Respondents’ Questions: Respondents may request clarification or ask questions about this document by emailing oaklandhdsRFQ@oaklandca.gov through Friday, November 11, 2022, 2pm. No phone or in-person questions will be answered. A consolidated list of questions and answers will be posted to the HSD website at <https://www.oaklandca.gov/departments/departments-of-human-services> and in [iSupplier](#). All answers will be posted by Tuesday, November 15, 2022. Periodic posting of questions and answers may occur prior to that deadline. Proposers are responsible to review the website periodically and incorporate guidance as appropriate.

II. SCOPE OF SERVICES

This RFQ is being issued by the City of Oakland, Human Services Department. The Department seeks to develop a list of qualified consultants in the following service categories:

#1: Strategic Planning & Community Engagement

Strategic Planning and Community Engagement Services to implement strategic planning in several program areas to define and develop short-term and long-term strategies including goal setting, analysis, strategy formation, strategy implementation and ongoing strategy monitoring; and overall division-wide policies, planning and procedures

Specifically, HSD is working collectively to address and tackle the complex causes and effects of poverty and breaking down historical effects of pre-existing systems that have negatively impacted Oakland’s underserved communities. This planning effort will help identify key strategies to ensure resources, programs and services are thoughtful, strategic, results driven, and accountable, while evaluating existing policies processes and approach to inform strategic planning.

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DVP and HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award

Minimum Qualifications

- Demonstrated understanding of the strategic planning process and three years of verifiable experience in providing strategic planning services to social service organizations;
- Experience and proven methods with evaluating policies, processes in comparison to standards and best practices
- Experience conducting stakeholder strategic planning sessions including community members and other systems partners; and
- Expertise in developing a strategic plan based on research and data analysis
- Strong written, verbal, and oral communication skills
- Excellent organizational and time management skills
- Ability to work well under pressure, in a calm and organized manner

Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland
- Previous work in strategic planning for youth, poverty, homelessness, housing, violence prevention or public health programs, and other social programs;
- Expertise in community engagement and interactive design to elicit feedback;
- Ability to utilize best practices in establishing a framework which ensures that racial equity, diversity, and inclusion are key values in developing a shared understanding of key terms and concepts;
- Ability to help identify best practice strategies, programs and/or services to be undertaken to address community needs identified; and
- Experience in facilitating group meetings among diverse populations to generate consensus.
- Proven experience in working with a strategic planning project from initial assessment/evaluation to design to implementation

Supplemental Questions

- 1) Provide a proposed sample strategic planning project plan, identifying processes, benchmarks, and deliverables.
- 2) Provide an example of at least 2 similar strategic planning and/or community engagement projects completed by you or your organization in the last 5- years; provide links to websites and/or attach relevant supplemental materials.

#2 Design, Marketing and Communication Services

Design, Marketing, Branding, Collateral and Website Development Services to improve visibility, public health and mental health messaging and communication to

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stakeholders and the public regarding the purpose of HSD funding and impact of HSD programs. Approximately \$100,000 is available for initial projects with the DVP.

HSD divisions anticipate additional projects and funding available under this category to improve brand awareness, social media presence, and completion of annual reports throughout the years. If additional funding becomes available, contract amounts may increase during the period of award.

Activities may include:

- Design services for logo, branding materials, collateral or promotional materials, style guides to improve branding and identity
- Website design/redesign
- Develop and implement a multi-media communications strategy to establish, brand/identify, and demonstrate impact of citizen initiatives along with messaging and marketing activates to boost program visibility and resident participation
- Design and deliver reports and/ or a template for reports and other documents, to communicate accomplishments and impact programs and projects
- Photograph or record (audio and/or visual) events, daily programming, etc.
- Project manage implementation of billboard and other (social) media strategies

Minimum Qualifications

- At least three years of verifiable experience providing the marketing and communications services described above;
- Past experience developing culturally resonate/affirmative communications for under-resourced and under-served communities;
- Demonstrated success launching innovative public awareness campaigns that reach a diverse population, such as Oakland;
- At least three years of verifiable experience conducting focus groups with diverse Oakland populations or with demographics similar to Oakland;
- Verifiable experience conducting focus groups with diverse Oakland residents
- At least three years of verifiable experience providing project management across multiple partners to accomplish a complex project with similar goals; and
- Verifiable experience developing cross-sector and regional marketing strategies and communications.
- At least two years professional photography and/or videography experience.
- Strong written, verbal, and oral communication skills
- Excellent organizational and time management skills
- Ability to work well under pressure, in a calm and organized manner

Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland;
- At least two years professional photography and/or videography experience.
- Familiarity with the work of the DVP and HSD programs

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- Prior experience working with volunteer advisory and oversight boards;
- Prior experience contracting with the City of Oakland or another local government agency to provide services described above; and
- Prior experience with public health messaging

Supplemental Questions

Please answer the following questions and provide samples of work as part of the response package.

- 1) Clearly indicate which of the marketing and communications services you or your organization can provide. (e.g., Website design, branding/logo redesign, etc.).
- 2) Provide an example of at least 2 similar projects completed by you or your organization in the last 5- years; provide links to websites and/or attach relevant supplemental materials.
- 3) Provide examples of work plans for a communications project of similar complexity.

#3: Independent Evaluation of Program Services

Independent Evaluation, Research and Data Reporting to examine the impact and evaluation of programs and services provided by HSD. Respondents may propose to provide some or all of the services in this Service Category; please indicate which activities in this Service Category your proposal is responding to.

HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Approximately \$500,000 is available for an Equity-Focused Evaluation to reveal best human services strategies for eliminating racial disparities, and support HSD to implement ambitious policies and services, using a Results Based Accountability framework.

Approximately \$240,000 is available annually for initial evaluation projects for OFCY. DVP and other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Evaluation activities may include:

- **Project Management** – Coordinate with staff on all aspects of the design and implementation of the evaluation. Manage all evaluation activities, and coordinate with grantees to conduct all aspects of the evaluation.
- **Evaluation Design and Implementation** – Develop a comprehensive results-based evaluation that includes identification of desired outcomes and performance measures for funding strategies and for all programs, including short-term outcomes, long-term outcomes, quantitative outcomes and

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assessment of program quality. Evaluation design should use both qualitative and quantitative data to document how much effort and activity has been accomplished, how well services have been delivered, and the extent to which the participants and targeted populations have benefited from these efforts.

Equity-Focused Evaluation services will work to develop and/or improve data collection systems, data quality, and analysis to drive better service and policy decision making to address racial disparities in outcomes. adequately measure the impact of program services on closing racial disparities in outcomes and inform funding / policy changes needed to improve/change outcomes. Focus areas will be Community Homelessness Services (CHS) and Oakland Fund for Children & Youth (OFCY) but may also include work with other HSD departments.

- **Data Collection/ Organizing/Analysis** – Develop and refine tools, including surveys from various stakeholders, data collection processes and procedures at the program level, data input and data structure in the data management system, and other methodologies. Data collection includes client demographics, participation in activities, staff demographics, funding and matching funds supporting projects, assessments of program demand and program costs, and strategy-specific data required for a comprehensive assessment, analysis and understanding of program impact and areas of improvement.
- **Reporting** – Provide a summary mid-year report and a comprehensive final report in a format that is useful and accessible by the public, stakeholders, and particularly to the funded programs. The ability to communicate complex findings in a clear and concise manner is valued. Communicate the report and findings to the relevant Oversight Committee and Oakland City Council.
- **Technical Assistance to Grantees and Staff** – Provide technical assistance to grantees to ensure evaluation participation and compliance, and also provide grantees with opportunities for evaluation planning for program and organizational development. Maintain clear and ongoing communication with HSD staff in support of the evaluation. The consultant will facilitate quarterly meetings for all grantees to communicate evaluation-related updates, promote best practices in the field, provide opportunities for peer learning and knowledge sharing. The manner and structure of the meetings should be designed to best meet the needs of a large, diverse pool of organizations, with the intention that programs meet four times over the course of the year to have regular contact with the evaluation team.

Of note for OFCY, evaluation activities may include:

- Working with HSD staff and contracted service providers to establish a comprehensive independent evaluation plan to provide an annual evaluation of their individual programs

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- Production of a mid-year report on progress and a 12-month year-end report that will provide a quantitative and qualitative assessment of division-specific programs serving children, youth, parents and caregivers in Oakland that provide analysis of program outcomes and impact aligned with a Results Based Accountability framework and examine multiple data points to establish a clear and independent understanding of HSD programming. The mid-year evaluation report shall summarize program performance and qualitative data through six months to inform grant renewal determinations. The year-end evaluation report shall include summary of services engagement, participant demographics, and analysis of program goal and impact. The year-end report includes profiles for HSD programs, summarizing program-level evaluation findings.
- Evaluation design and report for the three-year FY2022-2025 OFCY grant cycle summarizing the impact of the fund on the lives of children, youth and families.
- OFCY and the OUSD Extended Learning Office has a long history of partnership in funding comprehensive afterschool programs at OUSD school sites. The selected evaluator is expected to negotiate and enter into a separate contract with the OUSD Extended Learning Office for a joint evaluation of OFCY funded comprehensive afterschool programs at OUSD schools. They will also produce a separate report for all afterschool programs operating at OUSD, including programs not funded by OFCY.

Evaluation activities may include:

- A comprehensive evaluation designed through consultation with HSD staff and stakeholders around the impact of strategic funding investments in City of Oakland Departments and selected community-based programs to implement the objectives of the various HSD division program.
- Evaluation to document the program objectives, activities, accomplishments and outcomes for HSD division programs seeking to contribute to the initiative's overall goal to
- Inclusion of both quantitative and qualitative methodologies in the evaluation
- Use of pre- and post-tests in the evaluation is also desirable
- Provide recommendations as to the potential interface with data management system anticipated to be under development

Minimum Qualifications

- Expertise in conducting independent evaluation of non-profit children and youth services for government funding entities, and demonstrating a clear understanding of the decision-making needs of grant-making bodies at the strategy and program levels;
- Demonstrate experience working with community-based organizations and public agencies serving culturally diverse populations in an urban environment;

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- Demonstrate experience in the development and implementation of evaluations in partnership with multiple public agencies, grantees, and administrative oversight bodies; and
- Experience and ability to analyze data and present findings using data visualization tools
- Demonstrate a capacity to effectively communicate findings.
- Strong written, verbal and oral communication skills
- Excellent organizational and time management skills
- Ability to work well under pressure, in a calm and organized manner

Preferred Qualifications

- Demonstrate an understanding of DVP and HSD programming, and the funding strategies supported by HSD and DVP. This includes an understanding of outcomes and indicators that are meaningful to policy makers and obtainable by grantees;
- Demonstrate experience with the opportunities and challenges in identifying strategy level and program specific outcomes, measures, and processes for administering evaluation efforts with different program models and in different program settings.
- Ability to effectively integrate a results-based accountability framework into the evaluation design;
- Project Management team, staff, and organization reflect the diversity of Oakland; and
- Collaborative project teams are encouraging and supportive. Demonstrate past successful collaborations to achieve similar evaluation projects.
- Experience in the evaluation of art-based mental health programs is highly desirable
- Experience measuring the impact of program services on closing racial disparities in outcomes

Supplemental Questions

Please indicate if you would like your SOQ to be considered for a specific HSD division(s) or the DVP provide responses to the following questions along with provide samples of work as part of the response package.

1. Describe your organization's experience working with government funders for independent evaluation of services delivered by non-profit agencies.
2. Address your understanding and background with providing program-level assessments to assess grantee performance, develop effective program and fund strategies, and measure fund impact.

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3. Describe your experience working with grantees to support improvement without compromising accountability needs regarding assessment of performance.
4. Describe your public health and health system expertise, if applicable.
5. Describe your organization's approach with communicating results to different audiences. Address what different kinds of information these audiences need.
6. Describe your organization's expertise in the strategies for which you are proposing to evaluate.
7. Describe your organization's proposed work plan and timeline to fulfill the scope of work and to execute the project. Describe how you intend to interface with City staff to support the project.
8. Describe your ability to work effectively with public agencies and/or school districts your process with developing data-sharing plans to analyze program effectiveness, and how you protect Personal Identifiable Information (PPI) and ensure program confidentiality.
9. If applicable, describe your intention to subcontract out any portion of this contract to fulfill the scope of work. Provide information on the qualification of the subcontractor(s) and their specific role in achieving the scope of work.
10. Describe in detail, a data analysis project you worked on in the past and details the analysis tools and methodology used for the project

#4: Application and Review System, Data Reporting and Management Information Systems

Application and Review System - Develop an online system for prospective grantees to apply in an open and fair application process. Applications may include agency information, program information, narrative questions responses, detailed budgets, service projections and participant demographic projections. There may be multiple strategies with each strategy having unique question sets, budget templates, service type projections, and participant demographic projections.

The system will also need to facilitate the review process by giving external reviewers access to assigned proposals with the ability to review and score. The system should be able to generate reports showing average overall scores, reviewer overall score, reviewer section scores and comments.

Data Reporting and Management Information Systems (MIS) to develop systems and processes to track data, services, performance, and overall grant management activities of HSD and/or DVP programs.

Activities and capabilities may include:

- Design, develop and deploy a database management system to track data on the activities, participants, and outcomes of the Community Grants Program, which features 14-24 prevention, education, and community-based health programs.
- The data system should address reporting of data to be used for evaluation of the participating projects and monitor progress towards program and funding goals. Scoping meetings: Conduct preliminary research and one-on-one

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technical sessions with staff and a selection of the participating agencies to develop custom applications and functions/procedures for the purpose of interfacing with the database, and determining, the conditions, requirements, mitigations, and obligations of a technical or legal nature, and establishing operating objectives and outputs.

- Assist with integration directly with City systems as appropriate, and other applicable systems as necessary, or indirectly through data exporting/importing.
- Create and adhere to a project schedule for building and launching this system.
- Incorporate a secured network that facilitates data sharing among City systems, grantees and stakeholders.
- Development of user-friendly dashboards and reporting.
- Design maintenance protocols: Develop custom reporting and security and access controls to allow for the preservation of integrity of inputted data. Build document management capabilities to upload and retrieve relevant files.
- Training and technical assistance plan for the staff and program staff and identified plan for technical support.
- Migration of application data into grant management system for approved grantees.
- The ability for grantees to submit their scope of work, including projected program budget, activities, and client enrollment for city review and approval.
- The system should be able to track any requested changes to the scope of work and be able to keep past versions if the new scope of work is approved.
- The ability for grantees to submit progress reports including narrative responses, summary of actuals vs projected services, summary of participants, and invoicing.
- Invoicing should be linked to approved budget line items with built-in validations, with the ability to generate invoice coversheets and calculate advance payment amounts as a percentage of the grant award. Also have the ability to upload support documentation.
- The ability to track unique clients in unique services and present that data aggregated and at granular level.
- Ease of customization - Easy user-interface for staff to add, delete or modify fields, uploads, question sets, budget templates and projected services/activities, and actual services/activities data entry.
- Data dashboards in real time for users for major program deliverables such as number of youth to be served, service hour intensity, invoiced amount vs grant award. Easy customization of dashboards for different views for different users.
- The ability for grantees to upload data themselves from other database systems they may be using to reduce data entry repetition.
- Performance management tools for staff including data visualization in real time to see trends overall, by strategy, or for a specific subset of grantees.
- Staff ability to easily create and save unique administrative reports templates. The reports templates should be able to analyze data including summing, counting, conditional counting and formatting, and averaging.

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- Staff ability to create, delete and modify forms, fields, questions, etc. through an easy user interface without the need for outside coding.
- Development and implementation of training curriculum and ongoing customer support.
- Ability to track multi-year grantee performance along with annual performance.
- Post deployment technical assistance.
- Develop division-wide MIS to manage overall funding and contracting process

Minimum Qualifications

- A successful track record in organizing and facilitating projects of similar scale and complexity;
- Technical expertise needed for all aspects of establishing the system
- Demonstrated experience with creating and managing public sector data systems and/or other MIS, particularly for nonprofit or government services
- Training experience with an audience with wide-ranging technical skill level
- Strong written, verbal, and oral communication skills
- Excellent organizational and time management skills
- Ability to work well under pressure, in a calm and organized manner

Preferred Qualifications

- Verifiable experience working with diverse communities and system evaluation projects
- Experience developing data systems and/ MIS that demonstrate improvement and efficiency
- Development of 3-5 data systems for government of social services agency
- Ability to work through challenges and problem solve
- Ability to work well under pressure, in a calm and organized manner
- Project Management, staff, and organization reflect the diversity of Oakland;

Supplemental Questions

Please answer the following questions and provide samples of work as part of the response package.

1. Describe your organization's experience working with government agencies concerning development of data reporting and managing systems.
2. Describe how you intend to interface with City Staff to support this project.
3. Describe in detail, a project where you created a data reporting and/or management information system, and explain how it helped improve overall operations and demonstrated improvement with workflow
4. Describe your ability to work effectively with public agencies and non-profits to develop data sharing systems to analyze programs and protect client and program confidentiality.

#5: Training, Technical Assistance and Capacity Building

Training, Technical Assistance and Capacity Building Services to support HSD funded agencies serving Oakland residents in various program areas, including the network of programs and agencies receiving funding from HSD divisions.

In addition, up to \$250,000 is available for training and capacity building services for DVP.

DVP and HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Training and Capacity Building activities may include:

- Plan and coordinate comprehensive training and technical assistance efforts for providers, including oversight of the process and contracting with training providers.
- Develop a comprehensive training and technical assistance implementation plan that may include some or all the training topics listed below. The list of topics is not exhaustive and is included to provide respondents with a sense of the type and range of topics that are of interest.
- Lead the logistics and coordination of training opportunities, including scheduling, training facilities rentals and reservations, providing food and training materials to participants, and communicating training opportunities with providers.
- Establishing a training and support calendar of events provided by the consultant as well as external opportunities that can provide free or low-costs training and support to front line, management, and executive staff.
- Tracking and monitoring participation and satisfaction with trainings provided.
- Project management to a coordinate multiple types of support to a variety of non-profit agencies.
- Directly providing training services as well as identifying additional training and capacity-building resources to provide a range of training, professional development, capacity building and coaching support to agencies.
- Coordinate and administer contractual/ payment agreements for subcontracted training and technical assistance providers.
- Establish a plan for connecting programs to new and existing training resources to build a strong provider network
- Provide regular and ongoing communication to programs about training and networking opportunities.

Of note for HSD - Oakland ReCAST: Oakland ReCAST seeks consultants to create a Mental Health Provider Pipeline. This pipeline will provide funding and capacity building to Mental Health and Behavioral health providers to serve East and West Oakland communities. Oakland ReCAST seeks to amend and expand the work with grant agreement in an amount not to exceed \$125,000

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Appropriate providers will have capacity and skill to complete the following objectives:

- Develop, implement an online repository of providers including community cultural healers and licensed mental/behavioral health providers available to the community. This includes developing an awareness of repository in the community.
- Increase the number of providers in the repository to receive training in trauma informed approaches, violence prevention, mental health literacy, and other related trainings mental health or related workforce trained in behavioral/mental health trauma-informed approaches.
- Provide a funding process to support mental health and behavioral health providers o increase their capacity to offer trauma healing services to community members

Minimum Qualifications

- Demonstrated experience with mental and behavioral health
- Expertise in developing and executing a work plan based to execute the project based on the scope of work
- Strong written, verbal, and oral communication skills
- Excellent organizational and time management skills
- Ability to work well under pressure, in a calm and organized manner.

Preferred Qualifications

- Demonstrated understanding of the mental health and behavior health access with verifiable experience in designing and implementing mental health services
- Demonstrated skills and ability to implement an online repository of community cultural healers and licensed mental/behavioral health providers.
- Experience and proven methods standards and best practices on executing mental health and behavior health access programs in vulnerable communities
- Project Management, staff, and organization reflect the diversity of Oakland
- Understanding of community partnerships and programs that work to increase access to trauma informed behavioral health for community members.
- Demonstrated understanding and capacity defined by the scope of work and agree to terms and conditions, as set by SAMSHA and City of Oaklands Human Services Department.

Of note for OFCY: OFCY seeks consultants with expertise in the following areas:

- Leadership coaching
- Board oversight and development

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- Organizational and fiscal management
- Staff recruiting, development and retention
- Financial planning, budgeting, oversight & operations
- Technological infrastructure
- Non-profit establishment, formation, and creating effective policies and procedures
- Child and Youth Development programming expertise in:
 - Positive Youth Development Principles and Practices
 - Interactions and Communication with Children/ Youth
 - Cross-Cultural Competency and Responsiveness
 - Mental Health / Trauma Informed Care
 - Child / Youth Assessment and Individualized Planning
 - Child/ Youth Growth and Development
 - Youth Leadership & Empowerment
 - Creating a Learning Environment & Developing Curriculum
 - Literacy Support
 - Connecting with Families, Communities, and Schools
 - Connection to Community and Public Resources

Training and Capacity Building activities for **DVP** may include:

- Developing and implementing a training and capacity program to enhance the skills of community-based providers in the DVP grantee network.
- Planning and coordinating comprehensive training and technical assistance efforts for DVP providers, including oversight of the process and contracting with training providers.
- Working closely with DVP staff to develop and deliver an integrated training program that enhances providers' ability to meet the standards outlined below.
- Developing a range of training modalities from large group trainings, multi-session learning communities, and one-on-one leadership coaching.
- Incorporating provider certification opportunities into the training plan on topics such as coaching, motivational interviewing, and cognitive-behavioral interventions.

Additional Information for both DVP and OFCY: Applicants should budget funds for room rental and food for trainings.

Minimum Qualifications

- At least three years of verifiable experience providing coaching, capacity-building, and/or training services to nonprofit organizations (training may have been provided either directly or through sub-contractors);
- At least three years of verifiable experience providing project management across multiple partners to accomplish a complex project with similar goals; and
- Demonstrated ability to identify and manage subcontractors, including fiscal oversight and ensuring timely payments (City may request additional proof of fiscal management capacity).

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Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland;
- Familiarity with the child and youth funding strategies employed by Oakland Fund for Children and Youth and /or some or all the violence intervention strategies employed by DVP;
- Prior experience contracting with the City of Oakland to provide technical assistance, training, and/or capacity building services to non-profit agencies.; and
- Collaborative project teams are encouraged. Demonstrate past successful collaborations to achieve similar projects.

Supplemental Questions

For OFCY, please answer the following questions and provide samples of work as part of the response package.

1. Explain your ability to develop nonprofit capacity building and training plans.
2. Describe in detail, your experience in providing training and support in both one-on-one settings and small group settings.
3. Describe in detail, your knowledge of appropriate nonprofit resources and service providers to which nonprofit boards and senior staff would be directed.
4. Describe in detail, your approach with clients. How do you communicate effectively with nonprofit organizations and engage the cooperation of board members and other key stakeholders in the implementation process?
5. Describe in detail, your success in helping nonprofit clients accomplish specified goals.
6. What knowledge and experience do you possess for dealing with clients' capacity challenges and producing results of a desired level?
7. What is your firm's blended hourly rate?

For DVP, please answer the following questions.

1. Describe in detail, your approach to creating learning communities among and within nonprofit organizations and local system partners/funders.
2. Describe in detail, your approach to supporting skill development for peer professionals serving people and communities at the center of violence.
3. DVP expects that the Skills and Capacity Building consultant will manage contracts and payments to other providers. Please describe past experience handling subcontracts including what fiscal systems you have in place to ensure prompt and timely payment.
4. Coordination of the training and TA program for DVP providers will require significant project management skills. Please describe your experience managing a complex project including any required deliverables.

#6: Workforce-Focused Capacity Building and Employer Engagement

Workforce-Focused Capacity Building and Employer Engagement to support HSD- funded providers in development of program models and to enhance employer

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engagement efforts. HSD programs serve a wide range of residents with barriers to employment including criminal records, disability, resume building, skills enhancement, limited prior work experience, and episodes of homelessness.

HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Workforce-Focused Capacity Building activities may include:

- Plan and implement capacity building efforts for workforce providers along with a strategy to increase employer and training partner engagement to enhance sustainable employment opportunities and job placements for Oakland Unite participants and other HSD program participants.
- Implementing best practices to engage employers and training partners directly to enhance hiring including linking workforce providers with employers willing to hire
- Efforts to utilize City of Oakland policies, resources and reputation to encourage hiring of people with barriers to employment including criminal records, disability or history of homelessness.
- Work, on an as needed basis, to coach providers to improve their ability to provide job ready candidates for job openings, training opportunities and career pathways
- Developing partnerships with large, local employers, including the City of Oakland and Alameda County, to streamline hiring of appropriate HSD program participants
- Connection to labor unions and other apprenticeship programs

Minimum Qualifications

- At least three years of verifiable experience providing coaching, capacity-building, and/or training services to nonprofit organizations (training may have been provided either directly or through sub-contractors);
- Experience in provision of workforce services and knowledge of funding available as training/supportive services such as on-the-job training (OJT);
- Knowledge of local landscape including experience working with employers, local workforce development boards, business associations, unions, industry associations, training providers and other employment providers to enhance pathways to employment for hard to employ individuals;
- Experience working with groups of employers that may be organized by industry, geography and/or involved in broad based business associations; and
- Experience delivering training and coaching to workforce professionals in particular those that serve people with limited skills training who are often disconnected from work particularly those at highest risk of violence, including formerly incarcerated and justice system-involved residents

Supplemental Questions

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1. Describe in detail, your experiences developing pipelines into work for hard-to-employ/reentry youth and adults (between the ages of 14-35) including details about any employer partners.

#7: Independent Audit Services - Financial & Programmatic

Independent Programmatic and Financial Audit Services will help determine whether grant funds are being used for intended purposes of funding guidelines

Independent & External Programmatic Audit

Activities may include:

- Ensure programmatic activities and service delivery of subrecipient and contractors match funding agreement objectives and contract scope
- Conduct risk-assessments and analyze data to determine “risk” status
- Manage performance improvement plans for “risk” agencies
- Audit sub-recipient invoices and supporting documentation
- Review and ensure that policies & procedures are implemented and practiced at a departmental and sub-recipient level
- Review that training manuals, guides and reference materials are up to date and appropriately administered
- Review monitoring system is in place and being utilized to measure progress and improvement

Additional activities for Financial Audit services may include:

- Tests records such as:
 - Bank reconciliations
 - Accounts payable records
 - Classifications
- Evaluate internal control
- Review Financial statements
- Review bank correspondence
- Review budgeting process
- Review financial accountability with Boards and Commissions

Minimum Qualifications

- Verifiable experience auditing diverse funding and grant programs of at least \$250,000
- Demonstrated understanding of social services and government funded program operations
- Certified Public Accountant (CPA) working with government entities (for financial audit services)
- Understanding of risk management in government services
- Understanding of contracts compliance with government contracts and professional agreements
- Understanding of Uniform Guidance and federal fiscal requirements

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Preferred Qualifications

- Completion of at least 3-5 audits for government entities on a Local, State or Federal level
- Solid project management approach and demonstrate efficient processes
- Strong organizational, communication skills and thorough follow-through
- Company / Organization reflect the diversity of Oakland population

Supplemental Questions

Please answer the following questions and provide samples of work as part of the response package.

- 1) Describe in detail, your organization's experience working with government agencies around programmatic and/or financial audits
- 2) Describe in detail, your process, approach, and the auditing tools utilized when conducting a programmatic and/or financial audit
- 3) Describe in detail, how you intend to interface with City Staff to support this project.
- 4) Describe in detail, the types of audits your organization has completed over the past three years

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or

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very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.

c. 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**, which shall be attached hereto and incorporated herein.

4. The City's Living Wage Ordinance

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

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

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$16.14 with health benefits or \$18.53 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.39 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.

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- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Contractor shall provide to all employees and to Department of Workplace and Employment Standards (DWES) 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 Department of Workplace and Employment Standards (DWES), 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

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subcontracts. Copies of said subcontracts shall be submitted to Department of Workplace and Employment Standards (DWES).

5. Minimum Wage Ordinance

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

For further information, please go to the following website:

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

6. Equal Benefits Ordinance

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

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

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

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

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

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

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

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five

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(5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

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

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

8. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome

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(AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin,

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Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

Contractor acknowledges its duty to notify Department of Workplace and Employment Standards (DWES), if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Sanctuary City Contracting and Investment Ordinance

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

11. Border Wall Ordinance

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

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

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

12. Pending Dispute Disclosure Policy:

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

13. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to

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Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

14. Nuclear Free Zone Disclosure

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

15. Sample Professional Service Agreement

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

16. Insurance Requirements

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

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

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

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

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

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When providing the insurance, the “Certificate Holder” should be listed as:
City of Oakland, Department of Workplace and Employment Standards
(DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

17. City Contractor Performance Evaluation

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

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

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

19. Contractor’s Qualifications

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

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

RFQ and Project related issues:

Project Manager: Cindy King, oaklandhsdRFQ@oaklandca.gov

Contract Analyst: Paula Peav, (510) 238-3190

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

21. All responses to the RFQ become the property of the City.
22. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
23. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
24. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
25. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
26. All documents and information submitted to the City of Oakland in response to an RFQ are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
27. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

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Submit Proposals electronically to iSupplier. **HARD COPIES DROPPED BY AT OFFICE WILL NOT BE ACCEPTED.** Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav or refer to the iSupplier user guide at <https://cao-94612.s3.amazonaws.com/documents/Bid Quote Withdrawal UserGuide.pdf>.

All proposals must include the project name, submittal date, and time the proposals are due on the documents.

Submissions in reply to this RFQ must be in the form of a Statement of Qualifications (SOQ) containing the response and all required supporting information and documents. Note that some Service Categories in **Section II: Scope of Services** may require additional documents or answers to supplemental questions to be submitted as part of the proposal.

Applicants may respond to multiple Service Categories through one SOQ or applicants may submit separate SOQs to address each Service Category under which your firm would like to be considered. **Please identify clearly in the cover letter which Service Category(s) from Section II: Scope of Services under which the SOQ should be considered. SOQ(s) must be submitted by 2:00 PM on Friday, November 18, 2022.** Four additional forms are required. These schedules are required by the City's Contract Compliance Division to ensure contractors follow a variety of ordinances and laws. The following are **required** at submission:

- Schedule E: Project Consultant Team
- Schedule I: Sanctuary City Contracting and Investment Ordinance
- Schedule O: Campaign Contribution Limits (public agencies do not need to submit)
- Schedule W: Border Wall Prohibition Form

To receive preference points for having a local work force, applicants may also submit:

- Schedule E-2: Oakland Workforce Verification Form (optional but strongly encouraged)

Electronic copies of these documents can be downloaded from <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> More details about required Contract Compliance schedules is available in **Appendix B**.

To submit the SOQ and required City schedules, responders must submit via iSupplier. The entire SOQ should ideally be submitted as one file attachment. If items (portfolio pictures, etc.) are too large to combine into a single file, additional

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compressed files containing supplemental materials may be submitted. Files must be either MSWord or PDF. If requested, picture files may be png or jpeg.

Proposals not received by the Submittal Deadline are late and will not be accepted.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. For the transmittal letter, only. Addressed to Edward D. Reiskin, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612. (Please do not submit proposals to this address or forward proposals to this address.)
- b. Signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team

- a. In response to this RFP, the prime contractor shall be qualified consulting firm. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
- b. Sub-Consultants (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

3. Project Personnel

- a. Prime(s): Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience.
- b. Sub- Consultants: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California.

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4. Relevant Experience

- a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes.
- b. If the team has worked together collaboratively, please include a description of this work.
- c. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

5. Project Approach and Organization

- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.
- b. Describe how you intend to interface with City staff and the community.

6. References

- a. Prime Consultant(s): Three business related references, giving name, company, address, telephone number and business relationship.
- b. Proposed Project Manager(s): Two business related references, giving name, company, address, telephone number and business relationship to project manager.

7. Billing Rates

- a. Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- b. Shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Submittals are validated using the following RFQ Checklist.

- a Schedules (Required with submission)

- 1. Schedule E - Project Consultant Team**
 - 2. Schedule I – Sanctuary City Contracting and**

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Investment Ordinance

3. Schedule O - Campaign Contribution Limits

4. Schedule W – Border Wall Prohibition

9. Other schedules must be submitted prior to full contract execution and are available at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
10. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
11. Proprietary Information: All responses to the RFQ become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
12. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFQ 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 RFQ.

Human Services Department: Rights and Reservations

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

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applicants whose proposals present false, inaccurate, or incorrect information or are incomplete in any fashion.

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

E. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals:

- 1) Relevant Experience30 points
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on at least three (3) projects providing services like those described in this RFQ.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders.
- 2) Qualifications25 points
 - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization20 points
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Ability to perform numerous projects at the same time.
- 4) Approach20 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Special resources the team offers that are relevant to the successful completion of the project.
- 5) L/SLBE Certified Business Participation2-5 Points
- 6) Other Factors10 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

F. INTERVIEWS OF SHORT-LISTED FIRMS – SUBJECT TO CHANGE

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Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

- 1) The Department may determine that some respondents will be invited to interview. The selected respondents will be notified orally and in writing, and may be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within three (3) to five (5) working days of invitation to interview. Interviews may occur at any point during the period of the RFQ as funding for additional services is available.
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services like those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
- 3) **Overall Rating Criteria:** The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:

- a) Presentation:.....40 points (Scoring criteria is like that of the proposal criteria.)
 - Relevant Experience
 - Qualifications.
 - Organization.
 - Approach.
 - Other Factors
- b) Request for Proposal Submittal:.....25 points
 - Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points
- c) Interview / Questions:.....35 points

Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms. The City anticipates the tentative schedule of events to be as follows:

Only those contractors meeting the relevant experience and submit the SOQ will be invited for interviews.

- 4) The City anticipates the **tentative schedule** of events to be as follows:
 - Distribution of RFQ 10:00am, October 14, 2022

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▪ Pre-proposal Meeting	10:00am, October 25, 2022
▪ Submissions of Questions	2:00pm, November 11, 2022
▪ Submission of RFQ	2:00pm, November 18, 2022
▪ Notification of Qualified Agencies	December 2022
▪ Interviews	Ongoing, through 2025
▪ Contract Negotiations	Ongoing, through 2025
▪ Contract Award	*Dec 2022 - Dec 2025

**The terms of any agreements (and any approved amendments) entered into within the timeframe may extend beyond the three-year timeframe.*

G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
2. The selection process will include an initial screening of the responses based on the minimum qualifications. All qualified written responses will then be evaluated and ranked. The Department has the option of conducting oral interviews as part of the evaluation process. Receipt of a notification letter confirming the respondents met the minimum qualifications as set forth in the RFQ is not a promise to contract for services. Contractor(s) receiving prequalification letters may be subsequently contacted by the department to discuss specific opportunity(ies) that coincide with the respondent's qualification when and if they arise.
3. The final selection of all contractors for projects, based upon the written response (and possible an interview), will be made by the Director of Human Services Department.
4. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
5. The City will withhold the final 10% of contract amount pending successful completion of work.
6. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
7. A sample City standard professional services agreement is included in the RFQ as referenced as Attachment A "Sample Agreement". The selected

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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.

8. Upon award the City will issue a Notice to proceed.
9. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFQ

ATTACHMENT A

SAMPLE ONLY
PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
NAME OF CONTRACTOR

PARTIES AND EFFECTIVE DATE

This *Professional Service Agreement* (“Agreement” or “Contract”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”) and [CONTRACTOR’s FULL LEGAL NAME] (“Contractor”) (collectively the “Parties”) and shall be effective on the date the Agreement is executed by all Parties (“Effective Date”).

RECITALS

- A. [Text of Recital].
- B. [Text of Recital].
- C. Funds are available for this Agreement in [insert Department Name] Fund (insert fund number), [insert Project Number, if applicable].

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

AGREEMENT PROVISIONS

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. The Project Manager for the City shall be **Project Manager.**

3. **Time of Performance**

The time for performance under this Agreement (“Term”) shall begin on **Month, Day, Year** and shall end **Month, Day, Year.**

4. **Compensation and Method of Payment**

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Contractor shall be paid for the performance of services set forth in **Schedule A** during the Agreement Term in accordance with **Schedule B, Budget**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs incurred by Contractor in the performance of the services under this Agreement but shall be capped so as not to exceed **\$[Insert Amount]** (“Capped Amount”). The maximum amount paid for the performance of services under this Agreement shall not exceed the Capped Amount, even if the Contractor’s actual costs exceed the Capped Amount. All invoices submitted for payment shall identify the completed deliverable(s) and the billable amount for each deliverable along with any supporting documentation (i.e. receipts). Payments shall be due upon completion and acceptance of the services or as otherwise specified in **Schedule A** or **Schedule B**.

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 entire Contract. Progress, or other payments, will be based on 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.

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 City. 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

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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. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for City's 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 and submit **Schedule M, Independent Contractor Questionnaire**, which shall be attached hereto and incorporated herein.

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 Contractor's 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

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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, computations, drawings, plans, sheets or other documents prepared by Contractor or its Subcontractors in 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 timely execute and provide to the City all necessary 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

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to immediately terminate 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 City's 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 of 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.

Contractor shall obtain the City's approval prior to the disposition or sale of any real or personal property acquired with City funds.

14. Insurance

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Unless a written waiver is obtained from the City’s Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in **Schedule Q, Insurance Requirements**, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

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 “Indemnatee”) 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 the Proprietary or Confidential Information of the City section 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.

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- 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 Indemnatee. 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 Indemnatee.
- f. All of Contractor's obligations under this Section 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. Contractor's indemnification obligations set forth above shall not be limited by the City's insurance requirements contained in Schedule Q hereof, nor 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: a) this Agreement; b) any purchase order; or c) any other transaction with Contractor.

17. Prompt Payment Ordinance

This Contract is subject to the City's Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. 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 City of Oakland Liaison within the Department of Workplace and Employment Standards ("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 Liaison 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 Contractor 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 with 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 under the 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 Agreement.

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

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with City Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that provide services under this Agreement is

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currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070. Contractor shall complete and submit **Schedule B-1**, Declaration of Compliance with the Arizona Resolution 82727, which shall be attached hereto and incorporated herein.

Contractor acknowledges its duty to notify the City's Department of Workplace and Employment Standards if Contractor 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. Sanctuary City Contracting and Investment Ordinance

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

Contractor must complete and submit **Schedule I**, Sanctuary City Contracting and Investment Ordinance, which shall be attached hereto and incorporated herein.

20. Border Wall Ordinance

This Contract is subject to the Border Wall Ordinance, Title 2, Chapter 2.22 of the Oakland Municipal Code. The purpose of the ordinance is to mandate and direct the City Administrator - in instances where there is no significant additional cost, to be defined in regulations, or conflict with law - to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall.

The City is prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States - Mexico border.

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Contractor must complete and submit **Schedule W**, Border Wall Prohibition, which shall be attached hereto and incorporated herein.

21. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when submitting bids, proposals or applications for a City contract or transaction involving professional services, including contract amendments. Contractor agrees to disclose, and has disclosed, in **Schedule K**, Pending Dispute Disclosure, attached hereto and incorporated herein, any and all pending disputes with the City. Failure to disclose pending disputes prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

22. Termination on Notice

The City may terminate this Agreement immediately with or without cause upon giving thirty (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **Month, Day, Year.**

23. 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.
- 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

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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 represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, municipal code and Charter provisions referenced in this section,

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Contractor has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibiting (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Contractor agrees and acknowledges that Contractor shall adhere to the City of Oakland Government Ethics Act, to the extent Contractor is deemed a Public Servant thereunder.

- viii. 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, and/or (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.

24. 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. Contractor shall complete and submit **Schedule V**, Affidavit of Non-Disciplinary or Investigatory Action, which shall be attached hereto and incorporated herein. 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, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to,

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the following: employment, upgrading, promotion or 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, mental or physical disability (including but not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.
- 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.

25. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. 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**,

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Ownership, Ethnicity, and Gender Questionnaire, and **Schedule E**, **Project Consultant Team**, which shall be attached hereto and incorporated herein.

26. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**

The Ordinance also requires Contractor's submission of the completed Declaration of Compliance attached hereto and incorporated herein as **Schedule N**, and, unless specific exemptions apply or a waiver is granted, 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 \$16.14 with health benefits or \$18.53 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.39** 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.
- 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.

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- d. Federal Earned Income Credit - 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 Contractor. Web sites include but are not limited to: <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 of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee’s start of work under or related to 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 a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). 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 all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

27. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City’s current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law also requires paid sick leave for employees and payment of service charges collected for their services. Contractor agrees to provide the attestation regarding the City’s Minimum Wage Law in the City’s Combined Contract Schedules, by initialing, where indicated therein, which are attached hereto and incorporated herein. **This contract is also subject to Oakland’s Living Wage Ordinance (see previous section), and must pay employees wages and provide benefits consistent with the City’s Living Wage Ordinance or the Minimum Wage Law, whichever are greater.** For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

28. Equal Benefits Ordinance

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This Agreement is subject to the City's Equal Benefits Ordinance ("EBO"), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of the EBO 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 between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The following contractors are subject to the EBO: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for, among other things, goods or services to be purchased 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.

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (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 contractor'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 the EBO shall not apply to subcontracts or subcontractors of any contractor

The EBO requires, among other things, submission of a completed **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination, which shall be attached hereto and incorporated herein.

29. City of Oakland Campaign Contribution Limits

This Agreement, if it requires Council approval, is subject to the City's Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. 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. Further, if this Agreement is subject to the Campaign Reform Act, Contractor must complete and submit **Schedule O**, Acknowledgment of Campaign Contribution Limits, which shall be attached hereto and incorporated herein.

30. Nuclear Free Zone Disclosure

Contractor represents that Contractor has read, understands and agrees to comply with the City's restrictions on doing business with service providers considered nuclear weapons makers. Contractor must complete and submit **Schedule P**, Nuclear Free Zone Disclosure Form, which shall be attached hereto and incorporated herein.

31. Political Prohibition

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Subject to applicable State and Federal laws, Contractor agree that 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.

32. Religious Prohibition

Contractor understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

33. Business Tax Certificate

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

34. Abandonment/Termination of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project under this Agreement at any time. In such event, the City shall give Contractor thirty (30) days written notice of such abandonment and termination of Agreement. 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 or reject all or any part of said proposed costs. 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 up to the effective date of termination due to abandonment in accordance with the terms of this Agreement.

35. Validity of Contracts

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

36. Governing Law

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

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37. 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 mail, 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 Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

38. 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 parties, 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.

39. Modification

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

40. 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.

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41. Time of the Essence

Contractor agrees that time is of the essence in the performance of this Agreement.

42. 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 by the City and shall not constitute a waiver of rights the City may have under this Agreement.

If Contractor fails to 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.

Within thirty (30) days of completion of the performance under this Agreement, Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition to the City for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement). Contractor's failure 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.

43. Counterpart Signatures

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The parties shall be entitled to electronically sign and transmit this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request.

44. Authority

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

45. Inconsistency

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

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[SIGNATURES ON NEXT PAGE]

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City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:

INSERT NAME IN ALL CAPS,
a California corporation [CONFIRM
CORPORATE STATUS]

Signature (Date)

Print Name

Title

City Resolution No. _____

Account No.: _____

Business License No. : _____

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

ATTACHMENT B1

(Stand-Alone Schedules Required with Proposal)

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

AND

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

AND

**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

AND

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

An interactive version of the forms can be downloaded from Contracts and Compliance website
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

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**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.



Note: The consultant herewith must list all sub-consultants regardless of the tier and their respective percentages of the project work. No other sub-consultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits. At the time of submittal of Schedule E (for professional services), some L/SLBE-participation must be proposed in order to satisfy the requirement at the time of submission. If zero participation is presented, the proposal will not be accepted.			Date:									
			Prime Consultant:									
			Project Name:									
			Signed:									
Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	LBE	SLBE	VSLBE	SBA-LBE	LPG-LBE	* Ethnicity	** Gender

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

Revised 1/21/2022 DM



Schedule I
"Sanctuary City Contracting and Investment Ordinance"

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

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

Compliance must be established prior to full contract execution.

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

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

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

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**CITY OF
OAKLAND**

PLEASE COMPLETE AND SIGN

- ☐ **I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.**
- or**
- ☐ **I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.**

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

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

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

Date

SCHEDULE I DB/DM 2019

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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.	
_____ 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 _____

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SCHEDULE W
BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

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

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

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

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

(Name of Parent Company)

ATTACHMENT B2

(Stand-Alone Schedules Required Prior to Contract Award)

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

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of the forms can be downloaded from Contract s and Compliance website
<https://cao-94612.s3.amazonaws.com/documents/Schedule-Q-Standard-Contracts-rev-091219.pdf>
or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

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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.

RE QUIRED 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	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	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 _____

RE QUIRED 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	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE6

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Schedule Q
INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

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

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

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

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

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every

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employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$ _____ each claim and \$ _____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than*

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\$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

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

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

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- v. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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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.

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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:

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

1. Schedule B-1 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website
<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering 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-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> *(see Combined Schedules)*

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 its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people

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

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

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

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

- 4. Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule¹” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.

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

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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 Department of Workplace and Employment Standards (DWES) no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
 - ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
- 6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**
- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
 - ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Department of Workplace and Employment Standards (DWES) 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”.**

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This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

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

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
 - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements

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and is part of the “Combined Contract Schedules”.

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

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

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

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

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

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

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

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- ii. The form is also available on our website at
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

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- 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 more than one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
 - v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

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

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

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

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

PLEASE NOTE: *By submitting 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.*