



**CITY OF OAKLAND
HUMAN SERVICES DEPARTMENT**

**ALAMEDA COUNTY-OAKLAND
COMMUNITY ACTION PARTNERSHIP**

**COMMUNITY ECONOMIC OPPORTUNITY (CEO)
NETWORK**

**Request for Partnership (RFP)
Application**

Calendar Years 2023-2025

Funding for
Entrepreneurship/Job Training with Employment Placement and Low-Income Housing services
to Alameda County low-income residents
(excluding the City of Berkeley)

Application Release Date: Friday, August 5, 2022
Application Due Date: Friday, September 2, 2022 by 4:30pm
Late submissions will NOT be accepted

150 Frank H. Ogawa Plaza (City Hall), 4th Floor, Suite 4340
Oakland, CA 94612
510-238-2362

Virtual Bidder's Conference (Optional): Tuesday, August 16, 2022
Time: 10am -12pm

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A. COMMUNITY SERVICES BLOCK GRANT (CSBG) OVERVIEW

The City of Oakland's Human Services Department Alameda County-Oakland Community Action Partnership (AC-OCAP) receives federal funding from the U.S. Department of Health and Human Services' (HHS) Community Services Block Grant (CSBG) through the California Department of Community Services and Development (CSD) to help fight poverty in Alameda County (excluding the City of Berkeley).

The goal of the federal Community Services Block Grant (CSBG) is the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient. CSBG supports a broad range of locally determined services, including employment services, income support/management, and housing, among others. CSBG funding also enables local community organizations to develop long range solutions to revitalize low-income communities, reduce poverty, and develop public/private partnerships. The U.S. Department of Health and Human Services provides CSBG funds to over 1,000 Community Action Agencies in the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa and to federally recognized Tribes, State-recognized Tribes and Tribal organizations acting on behalf of eligible Tribes.

The National Association for State Community Services Programs (NASCS) has three theory of change national performance goals <https://nascsp.org/csbg/csbg-resources/theory-of-change/>:

1. Individuals and families with low incomes are stable and achieve economic security.
2. Communities where people with low incomes live are healthy and offer economic opportunity.
3. People with low incomes are engaged and active in building opportunities in communities.

The CSBG Catalog of Federal Domestic Assistance number is 93.569. The Catalog of Federal Domestic Assistance (CFDA) was a comprehensive list of federal assistance programs that is now available through the Assistance Listings section of the new site: SAM.gov. For more information on the United States Department of Health and Human Services Administration for Children and Families Office of Community Services visit <http://www.acf.hhs.gov/programs/ocs/programs/csbg>.

In California, CSBG funds are administered through the California Department of Community Services & Development (CSD). For more information about CSD visit <https://www.csd.ca.gov/pages/AboutCSD.aspx>

Mission Statement: To improve our community by creating pathways that lead to economic empowerment and prosperity.

Vision: To end poverty within the City of Oakland and throughout Alameda County

B. PROGRAM FOCUS AREAS AND EQUITY FRAMEWORK

The goal of AC-OCAP is to maximize the impact of CSBG funding throughout Alameda County (excluding the City of Berkeley) by supporting and implementing equity driven* and trauma informed** anti-poverty programs and services through its Community Economic Opportunity (C.E.O.) network that helps lift low-income families out of a life of poverty and on to the path of self-sufficiency.

Proposed programs and services must promote self-sufficiency and/or improve the conditions of Alameda County (excluding the City of Berkeley) residents **living at or below 100% of the HHS federal poverty guidelines** (<https://aspe.hhs.gov/poverty-guidelines>) in **one** of the following areas: **Entrepreneurship/Job Training with Employment Placement OR Low-Income Housing**. Additional information about these strategies is outlined in the 2020-2025 Strategic Plan which can be found on the AC-OCAP's website (<https://cao-94612.s3.amazonaws.com/documents/AC-OCAP-Strategic-plan-Report.pdf>).

<i>Entrepreneurship/Job Training with Employment Placement</i>	<i>Low-Income Housing</i>
<i>Purpose:</i>	<i>Purpose:</i>
<p>Support equity driven employment-focused programs and trauma-informed services for Black, Latinx, Indigenous, People of Color (BLIPOC) that provide entrepreneurship/job training and employment placement opportunities which include education/GED and internships or micro enterprise/self employment opportunities for adults, youth 14 and older, foster youth, seniors, re-entry population, veterans, and the homeless; and</p> <p>Provide wraparound/bundle services that assist low-income individuals and families with support in areas such as Child Support Referrals, Child Care, Transportation, Behavioral Health/Covered CA, Food Security/Cal Fresh, Banking/Financial services, Earned Income Tax Credit (EITC), and other income support services as related to entrepreneurship/job training and employment placement.</p>	<p>Support equity driven programs and trauma-informed services for Black, Latinx, Indigenous, People of Color (BLIPOC) that provide safe temporary shelter (including emergency/transitional, or hotel/motel vouchers), or safe and affordable housing (including permanent or stable housing) or home ownership opportunities with priority given to families with children and seniors 55+; and adults, youth 14 and older, foster youth, re-entry population, and veterans; and</p> <p>Provide wraparound/bundle services that assist low-income individuals and families with support in the areas such as Child Support Referrals, Child Care, Transportation, Behavioral Health/Covered CA, Food Security/Cal Fresh, Banking/Financial Services, Earned Income Tax Credit (EITC), and other income support services as related to low-income housing.</p>

* The City of Oakland defines equity as fairness. It means that identity—such as race, ethnicity, gender, age, disability, sexual orientation or expression—has no detrimental effect on the distribution of resources, opportunities and outcomes for our City’s residents. ([Oakland Equity Report](#)).

** Trauma-informed services recognize the pervasiveness of trauma and its impacts on a survivor. It is a system of care that meets people where they are and asks not “what’s wrong with you?”; but “what has happened to you?”. Trauma Informed System (TIS) Core Principles & Suggested Competencies include: Understanding Trauma & Stress; Compassion & Dependability; Collaboration & Empowerment; Cultural Humility & Responsiveness; Resilience & Recovery (<https://www.sfdph.org/dph/hc/HCAgen/HCAgen2016/April%2019/TraumaInformedPrinciple%20Competencies3.pdf>).

C. RFP REQUIREMENTS

Agencies:

Non-profit agencies with 501(c)(3) status, local government agencies, and faith-based agencies providing services throughout the City of Oakland and Alameda County (excluding the City of Berkeley) to low-income individuals and families whose **household** income is at or below **100% of the HHS federal poverty guidelines** (<https://aspe.hhs.gov/poverty-guidelines>) are eligible to apply. Agencies must have an intake process that screens for household income eligibility as defined in the table below.

2022 U.S. Department of Health & Human Services (HHS) Household Poverty Guidelines for CSBG Funding		
Persons in Family / Household	Monthly Poverty Guideline	Annual Poverty Guideline
1	\$1,133	\$13,590
2	\$1,526	\$18,310
3	\$1,919	\$23,030
4	\$2,313	\$27,750
5	\$2,706	\$32,470
6	\$3,099	\$37,190
7	\$3,493	\$41,910
8	\$3,886	\$46,630
For families/households with more than 8 persons, add \$4,720 for each additional person		

Source: [2022 U.S. Dept. of Health & Human Services \(HHS\) Poverty Guidelines](https://aspe.hhs.gov/poverty-guidelines).

Service Area(s):

Agencies applying to serve Oakland’s low-income residents **MUST** have a physical location located **in** the City of Oakland **OR** a signed contractual partnership/MOU agreement with an agency located in the Oakland service area(s). Agencies applying to serve the surrounding Alameda County low-income community (excluding Oakland and Berkeley) **MUST** have a physical location in the service area **OR** a signed contractual partnership/MOU agreement with an agency located in the service area(s).

Conflict of Interest:

An agency or its board, personnel, or subcontractor, applying for funding **may not** at any time have a real or perceived conflict of interest with AC-OCAP’s staff or board members. The agency should evaluate its own key personnel, board, subcontractors, and any other individuals associated with the agency/program to determine if there is a conflict of interest which may render the agency ineligible to apply for and/or receive funding.

RFP Funding Term and Duration:

Through the RFP process, approximately 10 programs will receive a 3-year CSBG grant ranging from **\$25,000 - \$50,000** per calendar year, contingent on funding availability. Grants will be awarded for three consecutive twelve-month periods: January 1, 2023 – December 31, 2023; January 1, 2024–December 31, 2024; and January 1, 2025–December 31, 2025. **The second and third years of funding are contingent upon the program’s prior year performance, City Council’s approval, and the level of federal and state CSBG funding received.**

The maximum annual award amount is **\$50,000** for services provided to Oakland’s low-income residents; and **\$50,000** for services provided to Alameda County’s (excluding the Cities of Berkeley and Oakland) low-income residents. Agencies must apply for only **ONE** primary focus area; either **Entrepreneurship/Job Training with Employment Placement** **OR** **Low-Income Housing**; and **ONE** service area either **Oakland**

OR Alameda County (excluding the Cities of Berkeley and Oakland).

Although there is no explicit match required, CSBG leverages funds, community collaborations, and resources to maximize its' impact to low-income residents throughout Alameda County (excluding the City of Berkeley).

RFP Proposal Submission and Deadline

Proposals are due by 4:30 p.m. Friday September 2, 2022. All proposals must be submitted online via the Cityspan Technologies Inc. Data Management System.

Proposals that are mailed, e-mailed, or faxed will not be accepted. Proposals not received by the Proposal Submittal Deadline are late and will not be considered responsive to this RFP. **We strongly encourage all applicants to not wait until the last minute to submit your proposal to avoid any unforeseen technical issues.**

Virtual Pre-Proposal Bidder's Conference

AC-OCAP will hold an optional Virtual Pre-Proposal Bidder's Conference Tuesday, August 16, 2022 from 10:00 a.m. to 12:00 p.m. to provide information and guidance. Topics to be discussed at this meeting include proposal requirements, application process, selection process and timeline, and City of Oakland Contract Compliance requirements.

The meeting will take place virtually via Zoom platform. Applicants must register in advance at https://us06web.zoom.us/webinar/register/WN_zX5s_MXYTUaWGTO2uRp9Fg to receive the Zoom webinar information. The meeting will be recorded and made available on <https://www.ac-ocap.org/funding/rfp/>.

RFP Technical Assistance: Applying Online

AC-OCAP will offer 2 virtual training workshops to help prospective applicants navigate the online Cityspan Technologies Inc. Data Management System. and answer questions related to the online application process.

Workshops will take place virtually via Zoom platform. Applicants must register in advance for the training workshops.

- Thursday, August 18, 2022: 10:00 a.m. to 11:30 a.m.
Register at https://us06web.zoom.us/webinar/register/WN_z5B4mR0zSeaZYWLFejnb_g
- Thursday, August 25, 2022: 10:00 a.m. to 11:30 a.m.
Register at https://us06web.zoom.us/webinar/register/WN_z5B4mR0zSeaZYWLFejnb_g

RFP Technical Assistance: Questions via Email

Applicants may request clarification or ask questions about this RFP by sending an email to ac-ocap@oaklandca.gov. AC-OCAP will receive questions through Friday, August 26, 2022 at 5:00 pm. AC-OCAP will only take questions submitted by email; no phone or in-person technical assistance will be provided. All questions will be responded to directly and publicly posted to the AC-OCAP website (www.ac-ocap.org) to assist other applicants. Postings will occur weekly, with the final posting by the end of the day Tuesday, August 30, 2022.

Applicants are responsible to review the website periodically and incorporate guidance as appropriate. This assistance is intended to help applicants answer questions about low-income household eligibility, proposal funding, and required information and documentation. The assistance is not intended to provide

professional advice on program design, feasibility, or other program development and implementation issues.

City of Oakland Contracting Requirements:

All who wish to participate in this AC-OCAP RFP must register their agency through iSupplier at (www.oaklandca.gov/services/register-with-isupplier). Registration also allows the agency to receive updates on this RFP and direct notification of future bid opportunities. Free copies of the RFP documents and Addenda (if any) are available in iSupplier. If you experience technical difficulties with registration, please send an email to isupplier@oaklandca.gov and inform them that you need to expedite registration for this RFP.

City of Oakland Business License:

All agencies, excluding government entities, will be required to obtain a City of Oakland Business License. For more information and to apply for or renew your business tax license, visit the City of Oakland Business Tax Office website: <https://www.oaklandca.gov/services/business-tax-applications-1>.

Note: Government agencies are NOT required to submit a City of Oakland Business License.

Sam.gov

All agencies that receive CSBG grant funding will be required to be registered in the Federal System for Award Management (SAM). For more information and steps on how to register, visit <https://sam.gov/SAM/>.

For more information about the AC-OCAP Request for Partnership (RFP) go to **www.AC-OCAP.com** or contact staff by email at AC-OCAP@oaklandca.gov with *RFP* as the subject or call 510-238-2362. Please note that **all RFP-related questions must be submitted in writing via email.**

D. 2023-2025 RFP TIMELINE

Date*	Activity
Friday, August 5, 2022	RFP release date
Tuesday, August 16, 2022	(Optional) Pre-Proposal Bidder’s Conference (10am-12pm)
Thursday, August 18, 2022 & Thursday, August 25, 2022	(Optional) Technical Assistance Workshops: Applying Online (10am -11:30am)
Friday, August 26 th	Email Technical Assistance Ends
Friday, September 2, 2022	RFP applications due by 4:30pm (Late Submissions NOT Accepted)
September – November 2022	Evaluation of applications
Monday, November 14, 2022	Administering Board Meeting. Full Board reviews and approves 2023 – 2025 AC-OCAP programming. All award decisions are at the discretion of the AC-OCAP Administering Board and are not solely based on ranking.
November – December 2022	Formal announcement of award (contingent on CSBG funding). Grant agreement contract negotiations.
January – March 2023	Contract Execution and Program implementation

* Dates are subject to change

E. RFP EVALUATION CRITERIA AND PROCESS

RFP applications will first be reviewed for completeness based on the requirements identified in the Application Instructions starting on page 11. **Incomplete applications may be disqualified.** A panel of independent reviewers will review and score each completed application using a consistent evaluation rubric. Reviewers will score RFP applications based on the following parameters, giving equal weight to each on a **scale of 1** (Unacceptable) **to 5** (Excellent):

- 1. History of Agency's ability and capacity to provide service is in alignment with AC-OCAP's mission and vision**
- 2. Clear problem statement, supported by data analyzed through an equity lens**
- 3. Clear client eligibility/intake procedure to verify household size, household income, and address Geographic location(s) and accessibility of program and services**
- 4. Outreach/Marketing Strategies for target population leverages community collaborations and resources**
- 5. Trauma-informed Program Delivery Strategy/Services and target population consistent with low-income demographics**
- 6. Program Activities and Wraparound/Bundle Services**
- 7. Community Collaborations and Resources**
- 8. Staffing Experience and Qualifications demonstrates agency's ability to implement proposed program**
- 9. Measurable Program Outcomes are quantifiable and aligned with the proposed program delivery strategy and activities**
- 10. Evaluation plan demonstrates agency's ability and capacity to measure program effectiveness**
- 11. Program budget can adequately support the proposed program delivery strategy and activities**
- 12. RFP application is in alignment with AC-OCAP's mission and vision**

The Administering Board and its committees will review and consider each completed RFP application's evaluation, score, and alignment with AC-OCAP's mission and vision. All award decisions are at the discretion of the AC-OCAP Administering Board and are not solely based on ranking. Preliminary funding notifications will be announced in December 2022, after the Administering Board meets to approve the 2023–2025 grantees.

Please note: there is no appeals process for the AC-OCAP Administering Board funding decisions. AC-OCAP is a Community Action Agency governed by Federal Community Opportunities, Accountability, and Training and Education Services Act of 1998 (Public Law 105-285-Oct. 27, 1998). As such, the law specifically designates the **Administering Board** as the **sole body** to "assure decision making and participation by low-income individuals in the development, planning, implementation and evaluation of programs funded".

F. POST AWARD REQUIREMENTS

After grant award announcements are made, grantees will work with staff to develop a grant agreement. Grant agreements with funded agencies will not be considered complete until **all** documents and assurances are submitted. Funding levels are contingent upon City Council's approval, and the level of federal and state CSBG funding received. Funding in years two and three are also contingent upon the program's prior year performance.

G. REPORTING REQUIREMENTS

Grantees are required to track participant data, submit timely mid-year and annual progress reports that include success stories, and provide unduplicated client demographics. In addition, grantees must make an annual presentation before the Administering Board/City Council; participate in yearly fiscal/program monitoring and AC-OCAP's annual community events; promote the County's Earned Income Tax Credit (EITC) campaign, access to banking/financial services, and County benefit enrollment (TANF/GA/Medi-Cal/Covered CA/Cal Fresh) efforts.

CSBG is a reimbursable grant that provides funding to recipients *after* expenses have been paid. Grantees are required to submit bi-monthly invoices documenting expenditures.

H. AUDIT REQUIREMENTS

Agencies that receive \$750,000 or more in federal funds are required to conduct an annual single audit.

Agencies that receive under \$750,000 in federal funds or do not receive federal funding are required to have their financials audited annually. Contracted agencies are required to fiscally track and manage federal CSBG funds imploring fund accounting principles.



I. Request for Partnership (RFP) Application Guide

Calendar Years 2023-2025

I. APPLYING FOR FUNDING: RFP INSTRUCTIONS

The following instructions provide a guideline for completing the RFP application. The application process is entirely online through the Cityspan Technologies Inc. Data Management System. All proposals must be completed and submitted through the online application system to be considered for funding.

These are the steps to the online application:

- Step A: Register your agency in the City of Oakland isupplier system (www.oaklandca.gov/services/register-with-isupplier)
- Step B: Cityspan Registration and Login: create a Cityspan account for your agency
- Step C: Agency Information: General information specific to your agency
- Step 1: Program Information: Information specific to your program proposal
- Step 2: Program Target Population and Service Areas: demographics and target area for services
- Step 3: Program Narrative: proposed activities and services.
- Step 4: Measurable Program Outcomes
- Step 5: Program Budget: Year One: for costs of services in the first fiscal year
- Step 6: Other Funding
- Step 7: Uploads
- Step 8: Proposal Signoff: verify information and final submission of proposal

STEP A: ISUPPLIER REGISTRATION

The City of Oakland requires that all contractors who wish to participate in the RFP process register in iSupplier in order to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your agency'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.

To register, go to <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.

If you experience technical difficulties with registration, please send an email to isupplier@oaklandca.gov and inform them that you need to expedite registration for this RFP.

STEP B: CITYSPAN REGISTRATION AND LOGIN

REGISTERING

The AC-OCAP application process is entirely online through the Cityspan data management system. All proposals must be completed and submitted through the online application system to be considered for funding.

To register for an AC-OCAP RFP account, go to <https://ac-ocaprpf23-25.cityspan.com>. All applicants must create a new RFP account, even if your agency has applied for other funding using Cityspan in the past. Applicants will create a unique username and password for their agency. You will only need to create one

username and account for your agency. To create an account for your agency, you must provide the organization's name, identify an agency contact, provide the organization's tax identification number, and isupplier registration number.

The single user account should be shared between all users at your agency involved in the online application process. If multiple staff at your agency will work on proposals, please enter a password you are comfortable sharing.

LOGGING IN

Log in to the AC-OCAP RFP system at <https://ac-ocaprfp23-25.cityspan.com>. Provide your username and password to enter the Cityspan application system.

Applicants must complete the **Registration, Agency Information** and the **Program Information** sections identifying their program name, service area, and selected funding strategy in order to access remaining sections of the RFP.

You may enter your application over multiple sessions. **Remember to save often** and log out when you have finished a session. Cityspan will log you out automatically after 90 minutes of inactivity. All changes that have not been saved when logging out will be lost. Applicants will have the ability to unlock any submitted form except for the final Proposal Signoff. Once the Proposal Signoff is submitted, you will not be able to edit any of your work.

Contact the **Cityspan Help Desk** at 1-866-469-6884 for all technical issues and questions regarding the online application system. Cityspan Help Desk will be available Monday – Friday, 8:00 AM to 5:00 PM.

STEP C: AGENCY INFORMATION

Begin your application by completing the **Agency Information** section. Organizations may only submit one proposal under their agency account.

To complete the Agency Information, provide information on your agency address, website, type (Non-profit, Government, Faith Based, or other), executive leadership, contact person, and, if applicable, fiscal sponsorship.

When identifying the main contact person, be sure that the contact person is someone in your agency that can be responsive to AC-OCAP during the review and selection process.

Agencies will be required to upload the following attachments in this section:

- IRS 501 c3 Letter of Tax-Exempt Status
- Board of Directors Roster with Affiliations and how often the board meets
- Letter from Executive Director or Chairperson giving authorization to apply for funding

Once you have submitted the **Agency Information** section, you can start your program proposal by clicking **Add New Proposal** button.

STEP 1: PROGRAM INFORMATION

Enter the **Program Title** for the program you are applying for funding and select the appropriate **focus area** and **service area** under which the proposal is being submitted for funding consideration. **You must select a focus area, service area, and submit the Proposal Information to be able to access the remaining sections of the application.**

Enter information about the service location, providing a clear name of the location, address, and location type. Applicants only need to provide service site information for their key locations.

Estimate the total number of unduplicated individual clients who are at or below 100% of the HHS federal poverty guidelines your proposed program will serve per year. Note: Agencies are **required** to screen and provide services to Alameda County low-income residents (excluding the City of Berkeley) according to the Department of Health and Human Services Federal Household Poverty Guidelines: 2022 U.S. Dept. of Health & Human Services Poverty Guidelines: <https://aspe.hhs.gov/poverty-guidelines>.

Enter the total amount being requested for AC-OCAP funding. RFP applications for Oakland have a maximum request of \$50,000 per year; RFP applications for Alameda County (excluding the Cities of Berkeley & Oakland) have a maximum request of \$50,000 per year.

Applicants will be asked to provide a brief description of the proposed program including the measurable outcomes.

Tip: Once the Program Information section is submitted, you will have access to all the sections of the RFP. It is recommended to review all the online application at this time.

STEP 2: PROGRAM TARGET POPULATION & SERVICE AREA(S)

Select the priority population(s) and the program service area(s) as it relates to your proposed program. **Check** all those that apply in each category.

STEP 3: PROGRAM NARRATIVE

The proposal has questions requiring a narrative response from applicants on each of the different sections. The following is a list of these questions, to help applicants prepare responses.

In your responses, please address the ways in which your agency will provide equity driven and trauma-informed services in **one** of the following areas: **Entrepreneurship/Job Training with Employment Placement** OR **Low-Income Housing** (see page 4 for details). Applicants are strongly urged to utilize the 2022 - 2023 Alameda County-Oakland Community Action Partnership needs assessment plan located on the website at www.AC-OCAP.com as a reference tool.

Tip: AC-OCAP recommends that programs first draft responses to the Narrative section in a word processing document, and then cut & paste completed responses into the Cityspan system. Be sure to review your submissions in Cityspan for accuracy, formatting, and character spacing.

1) History of Agency and Alignment with AC-OCAP

- Describe the agency's history and capacity to provide services in alignment with AC-OCAP's mission and vision below.

Mission: To improve our community by creating pathways that lead to economic empowerment and prosperity.

Vision: To end poverty within the City of Oakland and throughout Alameda County.

2) Problem Statement

- Describe the Black/Latinx/Indigenous/People of Color (BLIPOC) target communities and population including race, ethnicity and other demographics living at or below 100% of the HHS federal poverty guidelines and their needs based on research and data to show the magnitude of the need or issue and include references to data sources.

3) CSBG Client Household Income Eligibility/Intake Procedure

- Please describe how your agency's intake form will integrate, verify, and document Community Services Block Grant (CSBG) income eligibility for households to be served by this grant living at or below 100% of the HHS federal household poverty guidelines. **Note: CSBG funding can only be used to serve low-income individuals and families whose household income is at or below 100% of the HHS federal poverty guidelines - Not the Department of Housing & Urban Development or Department of Labor. (See <https://aspe.hhs.gov/poverty-guidelines>).**
- You will be **required** to upload a copy of your current Program Intake Form (or proposed program's intake form, if developed). Intake forms must include a signature line for clients to certify and declare zero income.

4) Outreach/Marketing Strategies

- Describe plans for implementation with a general timeline for targeted outreach, marketing and recruitment of program participants.

5) Program Delivery Strategy

- Describe your agency's strategy to provide trauma-informed services in the community.

6) Program Activities, Wraparound/Bundle Services

- Describe implementation plans for program activities and services that include wraparound/bundle services that assist low-income individuals and families with support in areas such as: child support referrals, work supports, child care, transportation, obtaining ID/driver's licenses, Behavioral Health/Covered CA, Temporary Aid to Needy Families (TANF), General Assistance (GA), Food Security/Cal Fresh, Earned Income Tax Credit (EITC), access to Banking/Financial Services, and other income support services.

7) Community Collaborations and Resources

- Highlight collaborative efforts and resources with local partners, indicate the level of interaction and what role they play in the program.
- Entrepreneurship/Job Training, & Employment Placement Applicants: Discuss how the proposed program will coordinate with or leverage the workforce development network – either the Alameda County Workforce Development Board, or the Oakland Workforce Development Board.
Low-Income Housing Applicants: Discuss how the proposed program is aligned with broader efforts in Oakland or Alameda County to address housing issues.

8) Staffing Experience and Qualifications

- Describe the key program staff that are responsible for delivering the direct services. Describe key duties and roles and time devoted to the proposed program. Include information on staff experience, community connections, and cultural competence.
- You will be **required** to upload resume or job descriptions for applicable program staff.

STEP 4: MEASUREABLE PROGRAM OUTCOMES

Measurable Program Outcomes (as related to AC-OCAP's Program Focus Areas)

- You will use the provided outcomes chart to list key program outcomes that will be achieved in Year One. Outcomes should be quantitative (**actual numbers in addition to percentages must be used**) and results statements should measure the impact of your services. An example is available in Appendix A (See Page AA) and on the AC-OCAP website, at www.AC-OCAP.com.

Program Evaluation

- Program Outcomes: Describe agency's capacity to measure and track program outcomes. Explain the data collection methods that will be used, such as pre-post surveys, computer software, and interviews with clients.
- AC-OCAP **requires** grantees to administer a customer/client satisfaction survey. You will be **required** to upload your agency's customer/client satisfaction survey.
- If the proposed program has previously been evaluated formally or informally, you will have the option to upload the evaluation results or findings.

STEP 5: PROGRAM BUDGET: YEAR ONE

You will download and complete the provided Excel Program Budget worksheet. An example is available in Appendix B (See Page BB).

The proposed Oakland and/or Alameda County program budget should **only** cover expenses and leveraged match funding that will be incurred for the **first year**. All line items listed on the Program Budget form are considered eligible costs for this grant. AC-OCAP **does not** support fundraising costs, lobbying, or capital improvements, but it may be included in your program's budget as part of your leveraged funding. AC-OCAP has a **12%** indirect cost cap.

Note: The maximum annual award amount is **\$50,000** for services provided to Oakland's low-income residents; and **\$50,000** for services provided to Alameda County's (excluding the City of Berkeley/ Oakland) low-income residents. Funding levels are contingent upon City Council's approval, and the level of federal and state CSBG funding received. Funding in years two and three are also contingent upon the program's prior year performance.

STEP 6: OTHER FUNDING

AC-OCAP would like to know more about your agency's ability to leverage match funds for this specific program from the City of Oakland and non-City sources. Please use the provided table to show what funding has been secured for the proposed program in **2022** and indicate whether your agency has received funding from AC-OCAP in the past.

STEP 7: UPLOADS

Required Schedules

There are six Schedules required of all applicants seeking funding from the City of Oakland. The City of Oakland requires all prospective grantees to fill out schedules to ensure they are in compliance with a variety of ordinances and laws. The following forms will be uploaded in this section. These schedules can be accessed through links provided in Cityspan and are:

- Schedule E: Project Consultant Team
- Schedule I: Sanctuary City Contracting and Investment Ordinance
- Schedule O: Campaign Contribution Limits
- Schedule W: Border Wall Prohibition Form
- Combined Grant Schedules
- Schedule Z: Debarment Certification

STEP 8: PROPOSAL SIGNOFF

After all other forms are submitted, you can then access the **Proposal Signoff form** for the final confirmation of submission for your proposal and that you have read and are able to comply. Once you submit this section, you will not be able to edit any of your work. **Unlike the other forms, you cannot unlock the Proposal Signoff once submitted.**



J. APPENDICES

APPENDIX A: 2023 SAMPLE PROGRAM OUTCOMES CHART

PROPOSED OUTCOMES CHART - EMPLOYMENT SAMPLE				
Service Category (required): <input checked="" type="checkbox"/> Entrepreneurship/Job Training, & Employment Placement				
<input type="checkbox"/> Low-Income Housing				
Outcome(s) to be Achieved <i>Add Rows As Needed</i>	Reporting Period	I) Number of Participants Expected to be Served in program(s)	II) Target - Number Expected to Achieve Outcome (#)	III) Percentage Expected to Achieve Outcome (II / I = III%)
Previously Incarcerated Adults (age 25+) who enroll in a job training program	Annual Jan-Dec	100	90	90%
Previously Incarcerated Adults (age 25+) who obtain a job paying up to a living wage	Annual Jan-Dec	90	35	39%
Previously Incarcerated Adults (age 25+) who obtain a job paying a living wage or higher	Annual Jan-Dec	90	45	50%
PROPOSED OUTCOMES CHART - HOUSING SAMPLE				
Service Category (required): <input type="checkbox"/> Entrepreneurship/Job Training, & Employment Placement				
<input checked="" type="checkbox"/> Low-Income Housing				
Outcome(s) to be Achieved <i>Add Rows As Needed</i>	Reporting Period	I) Number of Participants Expected to be Served in program(s)	II) Target - Number Expected to Achieve Outcome (#)	III) Percentage Expected to Achieve Outcome (II / I = III%)
Individuals who will enter the Family Success Shelter	Annual Jan-Dec	100	90	90%
Individuals in families who will exit to safe and affordable housing (permanent housing in the community)	Annual Jan-Dec	90	35	39%
Individuals in families who will obtain safe temporary shelter	Annual Jan-Dec	90	45	50%

APPENDIX B: 2023 SAMPLE PROGRAM BUDGET

AGENCY: East Bay Self-Sufficiency Center

TOTAL YEAR ONE PROGRAM BUDGET

Period of Performance: January 1, 2023 –December 31, 2023

DIRECT COSTS		Total Program Budget	OAKLAND Funds Requested	ALAMEDA COUNTY Funds Requested	Leveraged Match
A. PERSONNEL					
Staff Positions	Base Salary	Program %			
Case Manager, LCSW, FT	65,000	50%	32,500	5,000	10,000
Employment Specialist, FT	55,000	100%	55,000	10,000	20,000
Director of Employment Services, FT	85,000	100%	85,000	-	-
			-	-	-
Salary Subtotal			172,500	15,000	30,000
Fringe Benefits		25%	43,125	2,500	5,000
Consultant: GED Instructor, PT	25,000	100%	25,000		25,000
Consultant:			-	-	-
PERSONNEL SUBTOTAL			240,625	17,500	35,000
B. OTHER DIRECT COSTS					
Duplicating/Copying			5,000	1,667	3,333
Equipment Lease Agreements					-
Equipment/Furniture Purchase					-
Facility Rental					-
General Office Supplies/Software			10,000	3,333	6,667
Postage			1,200		1,200
Program Materials and Supplies					-
Telephone/Internet/Communications					-
Travel/Transportation			5,000	1,000	3,000
Grants					-
Stipends					-
Other (Explain)					-
					-
OTHER DIRECT COSTS SUBTOTAL			21,200	6,000	13,000
C. INDIRECT COSTS (12% Cap)					
Indirect Costs (12%)			31,419	1,500	2,000
					-
INDIRECT COSTS SUBTOTAL			31,419	1,500	2,000
D. SUBCONTRACTS					
					-
SUBCONTRACTS SUBTOTAL			-	-	-
E. PROGRAM TOTAL					
			293,244	25,000	50,000
					218,244

AC-OCAP Office Use Only:

CFDA # 93.569

Approved by: _____

Date: _____

Reviewed by: _____

Date: _____

APPENDIX C: COMPLIANCE WITH CITY OF OAKLAND CONTRACTING REQUIREMENTS

iSupplier Registration: All who wish to participate in this RFP must register through iSupplier at (<https://www.oaklandca.gov/services/register-with-isupplier>) in order to receive updates on this RFP and direct notification of future bid opportunities. Free copies of the RFP documents and Addenda (if any) are available in iSupplier. If you experience technical difficulties with registration, please send an email to isupplier@oaklandca.gov and advise that you need to expedite registration for this RFP.

Please allow 3 working days for the registration and approval process. Upon completion of your iSupplier registration, please send an email to DCPCA@oaklandca.gov with "RFP for AC-OCAP" as the subject and advise of registration completion. DCPCA will reply via email with further instructions. You will receive an automated email from the iSupplier system confirming your registration and providing an isupplier account number.

The City of Oakland requires all contractors to provide the documents listed below to ensure that they comply with applicable ordinances and laws. **The completed documents are mandatory and must be uploaded with your application** (See Appendix C, Page CC). For questions about the required forms, please contact AC-OCAP at 510-238-2362 or AC-OCAP@oaklandca.gov, or Contract Compliance at 510-238-3190 or ppeav@oaklandca.gov.

1. **Business Tax Certificate**

All agencies (including non-profit organizations and organizations based outside of Oakland) conducting business with the City of Oakland are **required** to register with the Oakland Business Tax Office and pay the registration fee. Additional information can be found on the Finance and Management Agency's Revenue website at http://www.oaklandnet.com/government/fwawebsite/revenue/revenue_home.htm. Click the "Business Tax" link to download a copy of the New Business Application form or to access the Business Tax FAQs.

2. **IRS letter of non-profit status**

All lead applicants must be a public or private non-profit agency. **Non-profit** agencies must attach a copy of the IRS letter dated **2014 or later** certifying their agency's non-profit status under section 501(c)(3). Agencies that do not have a 501(c)(3) status must apply under the sponsorship of an agency holding an IRS 501(c)(3) designation excluding public agencies. To obtain a **current** IRS Determination or Affirmation letter, call IRS at 1-877-829-5500.

3. **Proof of registration in iSupplier (isupplier #)**

4. **Schedule E: Project Consultant Team Listing**

Collects information regarding your agency.

5. **Schedule I: Sanctuary City Contracting and Investment Ordinance**

6. **Schedule O: Contractor Acknowledgement of City of Oakland Campaign Contributions Limit**

Declares that the Oakland Campaign Reform Act has been read by RFP applicants and the applicant will not knowingly make contributions prohibited by the Act. The form must be filled out completely.

7. **Schedule Q: Insurance**

8. **Schedule W: Border Wall Prohibition Form**

9. **Schedule Z: Debarment Certification**

10. **Combined Grant Schedules:**

- i. **Schedule C-1: Declaration of Compliance with the Americans with Disabilities Act**
- ii. **Schedule K: Pending Dispute Disclosure**
- iii. **Schedule N: Living Wage – Declaration of Compliance**

- iv. **Schedule N-1: Equal Benefits – Declaration of Nondiscrimination**
 - a) Section A: Contractor Information
 - b) Section B: Compliance
- v. **Schedule P: Nuclear Free Zone – Ordinance 11474 C.M.S.**
- vi. **Schedule V: Affidavit of Non-Disciplinary or Investigatory Action**
- vii. **Oakland’s Minimum Wage Law**
- viii. **Affirmative Action**

APPENDIX D: COMPLIANCE WITH CITY OF OAKLAND COUNCIL POLICIES

I. INTRODUCTION

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.

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.
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: Jaynell Ellis at AC-OCAP@oaklandca.gov (510) 238-2362
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

II. 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 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.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may

be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

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

For further information, please go to the following website:

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

6. Equal Benefits Ordinance

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

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

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

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

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

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

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

release security deposits or withholds directly to claimants for valid claims.

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

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

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

8. Non-Discrimination/Equal Employment Practices

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

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

Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.

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

9. Arizona and Arizona-Based Businesses

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

headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Border Wall Ordinance

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

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

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

11. Pending 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.

12. City of Oakland Campaign Contribution Limits

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

13. 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.

14. Sample Grant Agreement

This Agreement is subject to the attached Sample Grant Agreement, which can be accessed at www.AC-OCAP.com

15. Insurance Requirements

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

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

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

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

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

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Department of Human Services, 150 Frank H. Ogawa Plaza, Suite 4340, Oakland, CA 94612.

16. 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.

17. 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.

18. 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.

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

RFP and Project related issues: Jaynell Ellis and Dwight Williams at AC-OCAP@oaklandca.gov or (510) 238-2362

Contract Analyst: Paula Peav at ppeav@oaklandca.gov or (510) 238-3190

Compliance Officer: Vivian Inman at VINman@oaklandca.gov or (510) 238-6261

20. All responses to the RFQ become the property of the City.

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

22. 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.

23. 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

24. 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.

25. All documents and information submitted to the City of Oakland in response to an RFP 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.

26. 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.