



2022

# CITY OF OAKLAND DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

## REQUEST FOR PROPOSALS For Homelessness Prevention Services

<https://www.oaklandca.gov/departments/departments-of-housing-and-community-development>



### **Due Date:**

Monday, **December 5, 2022** – 2:00 PM  
(Pacific Time) - [cde@oaklandca.gov](mailto:cde@oaklandca.gov)

### **Voluntary Pre-Proposal Meeting:**

Wednesday, **November 16, 2022** - 10:00AM (Pacific Time)  
Via Zoom at: <https://us02web.zoom.us/j/89761224779>  
Meeting ID: 897 6122 4779 Call In #: +1 669 900 6833

City of Oakland

DHCD Homelessness Prevention RFP

Released

11/14/2022

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- A - SAMPLE AGREEMENT
- B - SCHEDULES E, I, O, Q
- C - CITY SCHEDULES & POLICIES

## **I. GENERAL INFORMATION**

This Request for Proposal (RFP) is being issued by the City of Oakland, Department of Housing & Community Development (HCD) for homeless prevention and housing stability service categories as described In the Scope of Services section of this RFP. Through this RFP, Oakland HCD seeks to advance racial equity by removing barriers to long-term housing for Black, veteran, formerly incarcerated, and other Oakland residents most likely to experience homelessness for the provision of services that may include, but not limited to flexible financial assistance, wrap-around services for removing barriers to accessing housing including legal support and financial stability services, and outreach and referral.

The City of Oakland's Housing and Community Development (HCD) Department seeks a collaborative of partnering agencies to provide homelessness prevention and housing stability program services for the most vulnerable of Oakland residents. To this end, this RFP will make \$2.3 million available for homelessness prevention services to address selected root causes of homelessness and provide stability for a portion of Oakland's most vulnerable residents.

Applicants to this RFP are expected to apply as a team, comprised of a Lead Agency with partner agencies to assist with the delivery and administration of a comprehensive homelessness prevention program.

The Lead Agency will be an organization with the capacity to administer and distribute sub-grants to partner agencies on a regular basis and be the sole administrator of direct financial assistance to program clients. This capacity should be supported by proof of program management abilities. The Lead Agency will be responsible for submitting all reports to the City of Oakland on services provided and shall be the primary point of contact representing the larger homelessness prevention service collaborative.

Current funding sources available (\$2,305,293) to support homelessness prevention/ housing stability activities under this RFP include City of Oakland General Purpose Funds and Federal Community Development Block Grant (CDBG) funds approved under the 2022/23 Annual Action Plan and Substantial Amendments to the 2020/21 - 2024/25 Five Year Consolidated Plan. Said funds are subject to City of Oakland regulations, [CDBG Eligibility Requirements & Regulations](#), [National Objectives and other Crosscutting regulations](#), and [CDBG Income Limits](#),

Important Dates:

**Pre-proposal Meeting Date and Time (Voluntary):** Wednesday, November 16, 2022 at 10:00 AM via Zoom at <https://us02web.zoom.us/j/89761224779> ,  
Meeting ID: 897 6122 4779  
Call In #: +1 669 900 6833  
One Click Tap In: +16699006833,,89761224779# US (San Jose)

**Deadline for Questions:** Friday, December 2, 2022 - 2:00 PM via email. All inquiries should be forwarded to [cde@oaklandca.gov](mailto:cde@oaklandca.gov), with Subject Line: "Oakland HP RFP"

**Proposal Submittal Deadline Date and Time:** Monday, December 5, 2022 at 2:00 PM.  
*Please submit Proposals electronically to [cde@oaklandca.gov](mailto:cde@oaklandca.gov), before or not later than the December 5, 2022 – 2:00 PM deadline. Each proposal will be time-stamped and dated, via the CDE email account. Proposals submitted after the 2pm, December 5, 2022 deadline will not be accepted.*

Notice of Required Schedules:

The Lead Agency shall be required to comply with all applicable City programs and policies outlined in Attachment C (City Schedules & Policies). Details are presented in the project documents and will be discussed at the pre-proposal meeting.

**The Combined Grant Schedules and Stand-Alone Schedules will be collected from the successful proposer(s) before a final decision is made and up to full contract execution. Required schedules may be:**

- a. Viewed and downloaded at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> ; or
- b. Forwarded via email request to [isupplier@oaklandca.gov](mailto:isupplier@oaklandca.gov)

iSupplier:

Successful applicants will be required to register in [iSupplier](#) in order to execute grant agreements and process payment requests with the City of Oakland. Click [here](#) to access the iSupplier registration page. All applicants are encouraged to register in iSupplier to receive Citywide notices of funding available, updates and other announcements and notifications for contracting opportunities. 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 is recommended. For further questions regarding iSupplier registration, please email [isupplier@oaklandca.gov](mailto:isupplier@oaklandca.gov) or visit <https://www.oaklandca.gov/services/register-with-isupplier>

Free copies of the RFP documents and any Addenda will be made online at <https://www.oaklandca.gov/departments/departments-of-housing-and-community-development>. Hard copies will NOT be available for purchase from the City.

**Contact Information:** Please forward inquiries regarding this RFP and required schedules to [cde@oaklandca.gov](mailto:cde@oaklandca.gov).

## II. INTRODUCTION

The City of Oakland seeks partnering agencies to provide homelessness prevention and housing stability program services vital to the prevention of homelessness for the most vulnerable of Oakland residents. Through this Request for Proposals (RFP), the City of Oakland's Housing and Community Development Department seeks to advance racial equity by removing barriers to long-term housing for Black, veteran, formerly incarcerated, and other Oakland residents most likely to experience homelessness.

The most recent 2022 Point-In-Time Count of Unsheltered/Sheltered individuals in Oakland estimated a population of 5,055.<sup>1</sup> Within this population, clear racial disparities exist: 60% of unhoused individuals in Oakland are African-American despite being 23% of Oakland's population and only 11% of the larger Alameda County's population.<sup>2</sup> Unfortunately, many more Oaklanders are on the verge of becoming unhoused according to EveryOne Home, especially those who: are African-American, have previous experience with being unhoused, are veterans, have prior involvement with the criminal justice system, experience mental health challenges, and struggle with substance abuse.<sup>3</sup>

Research conducted through the Oakland-Berkeley-Alameda County Continuum of Care's Racial Equity Impact Analysis highlighted nine root causes of homelessness in Oakland.<sup>4</sup> Of these causes, the City of Oakland Housing and Community Development (HCD) Department identified three as focus areas for this Request for Proposals: housing displacement and evictions, barriers to accessing housing, and a person's inability to increase income. Thus, Oakland HCD is releasing a Request for Proposals for homelessness prevention services in the amount of \$2.3 million to address these root causes and provide stability for a portion of Oakland's most vulnerable residents.

Program service design must include a racial equity approach aligned with the City's for the provision of services that may include, but not limited to flexible financial assistance, wrap-around services for removing barriers to accessing housing including legal support and financial stability services, and outreach and referral. Successful proposals will serve Oakland populations most at-risk of becoming unhoused if assistance is not provided, including very- and extremely low-income Oakland-based residents, especially those with informal rental agreements, facing an immediate loss of housing.

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<sup>1</sup> <https://everyonehome.org/wp-content/uploads/2022/05/Oakland-PIT-2022-Infographic-Report.pdf>  
Ibid.

<sup>3</sup> <https://everyonehome.org/wp-content/uploads/2019/03/2018-EveryOne-Home-Strategic-Update-Executive-Summary.pdf>

<sup>4</sup> <https://everyonehome.org/wp-content/uploads/2021/02/2021-Centering-Racial-Equity-in-Homeless-System-Design-Full-Report-FINAL.pdf>

### **III. SCOPE OF SERVICES**

#### **A. Description of Type of Agency We Are Looking For**

The successful proposer/Lead Agency is an established community organization with a demonstrated commitment to serving Oakland residents. The Lead Agency should have prior experience serving vulnerable Oakland communities including, but not limited to:

1. Individuals who have previously experienced homelessness;
2. Formerly incarcerated individuals;
3. Veterans;
4. Individuals experiencing mental illness;
5. Individuals with substance abuse challenges; and
6. Individuals with disabilities

#### **B. Service as Lead Agency**

The successful proposer selected shall be the Lead Agency with partner agencies to assist with the duties described in this Scope of Services. The Lead Agency shall be an organization with sufficient capacity to administer and distribute sub-grants to partner agencies on a regular basis and be the sole administrator of funds to clients as needed. This capacity should be supported by proof of program management abilities through the response to this Request for Proposals. The Lead Agency shall be responsible for submitting all reports to the City of Oakland on services provided and shall be the primary point of contact representing the larger homelessness prevention service collaborative.

#### **C. Proposed Partner Agencies**

The Lead Agency is strongly encouraged to submit a response to this Request for Proposals in collaboration with partner agencies to execute this Scope of Services. Partner agencies shall be carefully selected by the Lead Agency to strengthen the collaborative's ability to conduct successful outreach to and serve this Request for Proposal's multiple target populations. Like the Lead Agency, partners should have prior experience serving vulnerable Oakland communities including, but not limited to:

1. Individuals who have previously experienced homelessness;
2. Formerly incarcerated individuals;
3. Veterans;
4. Individuals experiencing mental illness;
5. Individuals with substance ab/use challenges; and
6. Individuals with disabilities

A successful response will list all proposed partner agencies and their anticipated roles within the collaborative, as well as a budget demonstrating how funds will be allocated.

#### **D. Specification of type of homelessness prevention services/program sought**

1. Wrap-Around Services

- a. In response to this Request for Proposals, respondents shall propose an approach to barrier removal and financial stability via wrap-around services that meet each client's needs. Respondents shall describe how their proposed approach demonstrates racial equity and meets the needs of the target populations. The identified target populations experience many barriers to accessing stable housing including, but not limited to:
    - i. Criminal records;
    - ii. High costs of application and credit check fees;
    - iii. High costs of security deposits;
    - iv. Discrimination based on income source; and more.
  - b. Other community members within this Request for Proposal's target population face challenges around overcrowded housing units, a lack of landlord cooperation, a lack of knowledge about their rights and resources, and more. The respondent's proposal should describe their approach to assist clients in navigating and removing their housing access barriers and improving financial stability. Additional services offered should include other stabilizing supports such as employment resources, childcare, financial coaching and literacy, and tenant's rights education. The ultimate outcome of these services is to assist at-risk residents in accessing and maintaining stable housing.
2. Legal Supports
  - a. The Lead and Partner Agencies ("The Collaborative") shall provide legal/mediation support to clients to help remove barriers to affordable and stable housing, as well as those facing eviction. If the Collaborative is unable to provide such supports directly, they shall refer clients to appropriate partners for service as requested in section 4 of this Scope of Services (Outreach and Referral), below.
3. Flexible Financial Payments
  - a. As an extension of wrap-around service support, the Collaborative shall provide flexible financial payments to clients based on need in order to help them remain housed and support financial stability. In addition to rental assistance, in-depth research conducted with Oakland community members shows that residents forego necessities such as utilities and food in order to pay rent. Others may need assistance with paying application or credit check fees in order to access housing, or security deposits to confirm their rental agreements. The successful proposer shall demonstrate an ability to administer such funds for clients-in-need in order to keep them stably housed.
4. Outreach and Referral
  - a. As many community members requiring assistance may be unaware of available services to assist with their housing stability needs, the final part of this Scope of Services requests outreach and referral efforts. The Collaborative shall respond to this Request for Proposals detailing a comprehensive approach to identifying and serving the target populations listed. The proposal should include a target number



of clients served per quarter as well as a description of how each Partner Agency will play a role in achieving that goal.

#### **E. Evaluation and Data**

1. The Lead Agency must agree to use a data-driven targeting mechanism and client database to reach this RFP's prioritized populations including a vulnerability score, and demonstrate a history of leveraging data to develop, monitor and evaluate programs. The Lead Agency will be required to maintain and develop a comprehensive client data set that allows for targeting and client prioritization.
2. Data, client demographics, and program utilizations will help to estimate the number and type of service units needed to right-size the Homeless Prevention Program strategically and intentionally to support improved coordination, more strategic use of existing sources, greater competitiveness of new resources, and improved data to guide investment and policy decisions.
3. The Collaborative will participate in a data sharing agreement between the City of Oakland and Stanford's Changing Cities Research Laboratory to gauge the program's impact on target populations over time. Members of the Collaborative will have the opportunity to inform the development of the evaluation for this RFP's scope of services and outcomes.
4. Agree to submit bi-annual reports which detail the impact of the program, challenges experienced and lessons learned. Reporting form and performance metrics will be jointly agreed upon between The Collaborative, Stanford's Changing Cities Research Laboratory, and the City of Oakland Housing and Community Development Department. Collaborative members should input data on clients served at regular intervals to ensure a comprehensive data set for the evaluation.

#### **F. Performance Period**

1. Services under this grant shall begin no later than February 1, 2023 and shall last until February 1, 2024 with an option to extend the contract based on remaining funds available.

### **IV. THE PROPOSAL**

#### **A. SUBMITTAL REQUIREMENTS**

Submit Proposals electronically to [cde@oaklandca.gov](mailto:cde@oaklandca.gov) before the **2:00 P.M., December 5, 2022** deadline. Questions regarding online submittal must be directed to [cde@oaklandca.gov](mailto:cde@oaklandca.gov) with Subject line: "Oakland HP RFP" by 2:00 P.M. December 2, 2022.

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



## **B. REQUIRED PROPOSAL ELEMENTS AND FORMAT**

1. Please include all of the items below in your response to this Request for Proposals:
2. Transmittal Letter (1 Page)
  - a. The transmittal letter attached to the proposal should be addressed to City of Oakland Department of Housing & Community Development, Emily Weinstein, Deputy Director, 250 Frank Ogawa Plaza, 6th Floor, Oakland, California, 94612 VIA EMAIL. *(Please do not send proposals to this address; submit proposals to [cde@oaklandca.gov](mailto:cde@oaklandca.gov))*
  - b. Must be signed by an officer of the Lead Agency. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
3. Project Team (2 Pages)
  - a. This RFP seeks a response from a collaborative of qualified organizations which must carry out the activities listed in this RFP's Scope of Services. To be considered, The Collaborative (lead and partner agencies together) must demonstrate their alignment through responses to the sections below.
  - b. Lead Agency: list the organization's address, primary contact(s), telephone number(s) and areas of expertise. For Local Business Enterprises (LBE) and Small Local Business Enterprises (SLBE), submit a copy of current business license and date established in Oakland.
  - c. Partner Agencies: list addresses, telephone numbers and areas of expertise of each. Identify which contractors are LBE/SLBEs. Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
4. Minimum Qualifications (2 Pages)
  - a. Project Team Experience
    - i. Describe the Lead and Partner Agency's experience serving this RFP's target populations including, but not limited to: individuals who have previously experienced homelessness; formerly incarcerated individuals; veterans; individuals experiencing mental illness; individuals with substance use challenges; and individuals with disabilities
    - ii. Please describe the Lead and Partner Agency's infrastructure or capacity to disburse financial assistance. Indicate which organizations will be considered a direct financial assistance provider, or partner providing outreach and application assistance or case management services only, or a combination of the above.

- iii. Describe the Lead and Partner Agency's sufficient capacity to collect data and submit regular reports on all services provided during this contract's performance period
  - iv. If the team has worked together collaboratively, please include a description of this work.
  - v. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.
- b. Agreement on Operational Policies and Procedures
- i. Please summarize your ability to adhere to the following operational policies and procedures required for a successful program:
  - ii. Use a data-driven targeting mechanism and client database with a "vulnerability scoring" function, to reach this RFP's prioritized populations.
  - iii. Participate in a data sharing agreement between the City of Oakland and Stanford's Changing Cities Research Laboratory to gauge the program's impact on target populations over time. Members of the Collaborative will have the opportunity to inform the development of the evaluation for this RFP's scope of services and outcomes. Collaborative members should input data on clients served at regular intervals to ensure a comprehensive data set for the evaluation.
  - iv. Issue financial assistance to clients within one week of determined eligibility or within 72 hours in an emergency situation.
  - v. Provide supportive services, case management and access to specialized services or appropriate referrals for participating clients.
5. Response to the Requested Scope of Services (4 Pages)
- a. Describe the Collaborative's approach to advancing racial equity through your proposal.
  - b. Legal Services. Describe the legal and mediation supports the respondent will provide to clients to remove legal barriers in order to keep clients housed and/or to access housing. In the case the Collaborative is unable to provide such support directly, outline a proposed referral process in alignment with section e below.
  - c. Wrap-Around Services. Describe the proposed approach to remove barriers to accessing long-term housing for clients in the target population referencing the key issues listed in the Scope of Services. Identify which partner agencies will execute each activity and describe their expertise/qualifications to do so.

- d. Flexible Financial Payments. Describe or demonstrate The Collaborative's ability to administer flexible financial payments for clients in-need in order to promote housing stability.
- e. Outreach and Referral. Describe, in detail, the Collaborative's comprehensive approach to identifying and serving the target populations listed in this RFP's Scope of Services. The proposal should include a description of how each partner agency will play a role in reaching these targets as well as a proposed referral process.

6. Activity and Budget Proposal (2 Pages)

- a. Please project, in a table format, how many households you propose to serve in 12 months for each of the items b-e above as well as a projected cost for the services.
- b. Describe the project responsibility of each partner agency and provide an itemized or functional budget for each organization on the team (including that of the Lead Agency).
- c. 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.

7. Commitment to Racial Equity (2 Pages)

- a. Describe, in narrative form, the Collaborative's commitment to advancing racial equity and reducing racial disparities through their work. This commitment may be additionally or optionally proven through:
  - i. submission of the Lead and Partner Agency's organizational mission statements, and either
  - ii. a published report (annual or otherwise) that demonstrates impact on the communities served, or
  - iii. a summary of clients served in the most recent fiscal year disaggregated by race, and outcomes achieved

8. Attachments

In addition, please provide the following attachments:

- a. 501(c)3 letter or provide the information for your fiscal sponsor;
- b. Board of Directors list and place of occupation for each agency;
- c. Financials for each organization (current year agency operating budget and most recent audited financials, or an alternative financial statement);
- d. For lead grantee - Written financial policies and procedures and/or accounting controls;

- e. Article of Incorporation/bylaws;
- f. California Business Portal Certificate of Good Standing (<https://bizfileonline.sos.ca.gov/search/business> );
- g. Organizational Chart; and
- h. Any other supporting documentation that demonstrates your organization's qualifications (optional).

9. Schedules Required with submission of proposal

- a. Schedule E - Project Consultant Team
- b. Schedule I – Sanctuary City Contracting and Investment Ordinance
- c. Schedule O - Campaign Contribution Limits
- d. Schedule W – Border Wall Prohibition

10. Unique Entity Identifier (UEI) Number

Effective April 2022, the Federal government no longer uses Data Universal Number System (DUNS) number to uniquely identify entities. Entities doing business with the federal government will use a Unique Entity Identifier (UEI) number created on the System of Award Management (SAM) website at [www.SAM.gov](http://www.SAM.gov) . The UEI number is mandatory for all financial submissions beginning with fiscal year end 3/31/2022. Current [www.SAM.gov](http://www.SAM.gov) registrants have already been assigned their Unique Entity Identifier (UEI) and can view it within SAM.gov. For more information on how to view your Unique Entity Identifier go to this article. For new users, SAM.gov registration can be completed online at [www.sam.gov](http://www.sam.gov).

11. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.

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

Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

Other schedules required at full contract execution are available at [Combined Grants Schedules](#).

### **C. GENERAL INFORMATION**

1. The successful proposer(s) 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](https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf)

Awarded Agency understands and agrees to the following regarding L/SLBE:

- 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, Lead Agency 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 L/SLBE Program guidelines. See Attachment A & C for further L/SLBE details and forms.

4. The City's Living Wage Ordinance

A Grant Agreement awarded under this RFP 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) an initial hourly wage rate of \$16.14 with health benefit or \$18.53 without health benefits be paid to employees of service Contractors (lead agency or partner agencies) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law , and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater. See Attachment A for further details. See Attachment A & C for further details and forms.

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby employees who perform at least two (2) hours of work in a workweek and within the geographic limits of the City of Oakland must be paid wages of not less than the current Minimum Wage rate (**\$15.06 per hour** effective January 1, 2022). Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site. See Attachment A & C for further details and forms.

6. Equal Benefits Ordinance

A Grant Agreement awarded under this RFP 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). See Attachment A & C for further details and forms.

7. Prompt Payment Ordinance Pursuant OMC Section 2.06.070 *Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals, a Grant Agreement* awarded under this RFP is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Lead Agency and its Partner Agencies shall pay undisputed invoices of their Partner Agencies for goods and/or services within twenty (20) business days of submission of invoices unless the Lead Agency or its Partner Agencies notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Lead Agency or its Partner Agency and claimant, in which case the Lead Agency or its Partner Agency may withhold the disputed amount but shall pay the undisputed amount. See Attachment A & C for further details.

8. Non-Discrimination/Equal Employment Practices

Lead Agency 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 A Grant Agreement awarded under this RFP, Lead Agency agrees to the terms listed in Attachment A. See Attachment A & C for details and forms.

9. Arizona and Arizona-Based Businesses

Lead Agency 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.

Lead Agency 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

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. See Attachment A for further details.

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. Lead Agency agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

13. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or



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

14. Nuclear Free Zone Disclosure

Lead Agency represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Lead Agency 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, Lead Agency shall complete the combined form, attached hereto.

15. Insurance Requirements

The Lead Agency 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. Please see Attachment A for further details.

16. City Lead Agency Performance Evaluation

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

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

Lead Agency represents that Lead Agency 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 Lead Agency 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. Lead Agency will promptly advise City of any change in the applicable laws,

regulations, or other conditions that may affect City's program. This means Lead Agency 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. Lead Agency has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Lead Agency shall complete the Independent Lead Agency Questionnaire, Part A, attached hereto.

19. The following City staff are available to answer questions regarding items 1-19 of this section:
  - Contract Analyst: Paula Peav, (510) 238-3190
  - Compliance Officer: Vivian Inman (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 to 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 Lead Agency teams and to waive any defects as to form or content of the RFQ or any responses by any Lead Agency 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-Lead Agency or Lead Agency 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 Lead Agency 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.

#### **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:

1. Proposal received after designated time and date.
2. Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
3. Proposal not containing the required elements, exhibits, nor organized in the required format.
4. Proposal considered not fully responsive to this RFQ.

#### **E. EVALUATION OF PROPOSALS**

The following sample of criteria and the points for each criterion, for a total of *100 points*, may be used in evaluating and rating the proposals:

##### **1) Relevant Experience**

**30 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.
- Experience serving this RFP's target populations

**2) Qualifications**

**25 points**

- Professional background and qualifications of team members and firms comprising the team to meet program requirements, administer grant funding, and execute data collection and reporting.

**3) Approach**

**30 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.

**4) L/SLBE Certified Business Participation**

**5 Points**

**5) Other Factors**

**10 points**

- Presentation, completeness, clarity, organization, and responsiveness of proposal.

**F. CONTRACT NEGOTIATIONS AND AWARD**

1. The completion of this evaluation process will result in the Lead Agency being numerically ranked. The Lead Agency ranked first will be invited to participate in contract negotiations. Should the City and the first ranked Lead Agency 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 Lead Agency that is next in line.
2. 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.
3. The City has the option to withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
5. A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement”. The selected Lead Agency 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.

6. Upon award the City will issue a Notice to proceed.
7. The selected Lead Agency 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 Lead Agency and its other members may be required to undergo an evaluation to demonstrate that the Lead Agency uses recognized accounting and financial procedures.

**END OF RFP**

**ATTACHMENTS:**   **A – Sample Agreement**  
                              **B - Schedule E, I, O, Q**  
                              **C – City Schedules & Policies**

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

Lead Agency agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference.

Lead Agency 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 **February 1, 2023** and shall end **February 1, 2024 with the option to extend services based on the availability of remaining funds.**

4. Compensation and Method of Payment

Lead Agency 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 Lead Agency 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 Lead Agency 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, Lead Agency shall be, and is, an independent contractor, and is not an employee of the City. Lead Agency 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 Lead Agency in the performance of Contractor’s services hereunder. Lead Agency 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. Lead Agency will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor’s Qualifications

Lead Agency represents that Lead Agency 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. Lead Agency warrants that the Contractor, and the Contractor’s employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor’s performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Lead Agency 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. Lead Agency has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this Agreement, Lead Agency shall complete and submit **Schedule M, Independent Lead Agency Questionnaire**, which shall be attached hereto and incorporated herein.

c. Payment of Income Taxes

Lead Agency is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Lead Agency for services under this Agreement. On request, Lead Agency will provide the City with proof of timely payment. Lead Agency 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

Lead Agency 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

Lead Agency 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 Lead Agency necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Lead Agency 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

Lead Agency understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Lead Agency 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. Lead Agency agrees that all information disclosed by the City to Lead Agency shall be held in confidence and used only in performance of the Agreement. Lead Agency shall exercise the same standard of care to protect such information as a reasonably prudent Lead Agency would use to protect its own proprietary data.

7. Ownership of Results

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

8. Copyright

Lead Agency 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

Lead Agency 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.

Lead Agency 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 Lead Agency under this Agreement.

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

10. Agents/Brokers

Lead Agency warrants that Lead Agency has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Lead Agency working solely for Contractor, to solicit or secure this Agreement, and that Lead Agency has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to 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

Lead Agency 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 Lead Agency 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 Lead Agency to assist Lead Agency in generating publicity for the project funded pursuant to this Agreement. Lead Agency 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 Lead Agency 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. Lead Agency 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 Lead Agency shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Lead Agency shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Lead Agency shall provide to the City Auditor all property-related audit and other reports required under this Agreement.

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

#### 14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Lead Agency 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. Lead Agency must submit proof of insurance, which shall be attached hereto and incorporated herein.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Lead Agency 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 Lead Agency under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Lead Agency 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 Lead Agency 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 Partner Agencies.
- c. City shall give Lead Agency prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Lead Agency 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 Lead Agency 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 Lead Agency agree to the settlement of any claim described herein without the prior written consent of City.

- e. Lead Agency 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 Lead Agency 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 Lead Agency 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 Lead Agency 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 Lead Agency and its Partner Agencies shall pay undisputed invoices of their Partner Agencies for goods and/or services within twenty (20) business days of submission of invoices unless the Lead Agency or its Partner Agencies 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 Lead Agency or its subLead Agency and claimant, in which case the Lead Agency or its subLead Agency may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. Lead Agency or its Partner Agencies 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 Lead Agency or its subLead Agency fails or refuses to deposit security, the

City will withhold an amount sufficient to cover the claim from the next Lead Agency 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.

Lead Agency and its Partner Agencies shall not be allowed to retain monies from subLead Agency payments for goods as project retention, and are required to release subLead Agency project retention in proportion to the subLead Agency services rendered, for which payment is due and undisputed, within five (5) business days of payment. Lead Agency and its Partner Agencies shall be required to pass on to and pay Partner Agencies 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, Lead Agency and its Partner Agencies, 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, Lead Agency is required to file an affidavit, under penalty of perjury, that Lead Agency has paid all Partner Agencies, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all Partner Agencies and the amount paid to each.

If any amount due by a prime Lead Agency or subLead Agency 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 Lead Agency or subLead Agency 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 Lead Agency or subLead Agency 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.

Lead Agency and its Partner Agencies shall include the same or similar provisions as those set forth above in this section in any contract with another Lead Agency or subLead Agency 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](mailto:vinman@oaklandca.gov).

#### 18. Arizona and Arizona-Based Businesses

Lead Agency 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 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. Contraction shall complete and submit **Schedule B-1**, Declaration of Compliance with the Arizona Resolution 82727, which shall be attached hereto and incorporated herein.

Lead Agency acknowledges its duty to notify the City's Department of Workplace and Employment Standards if Lead Agency 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.

Lead Agency 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.

Lead Agency 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. Lead Agency 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. Lead Agency 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. Lead Agency 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. Lead Agency 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. Lead Agency warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Lead Agency shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Lead Agency further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Lead Agency 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 Lead Agency 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. Lead Agency 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. Lead Agency understands that in some cases Lead Agency or persons associated with Lead Agency 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. Lead Agency further understands that, as a public officer or official, Lead Agency or persons associated with Lead Agency may be disqualified from future City contracts to the extent that Lead Agency 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. Lead Agency 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, Lead Agency 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. Lead Agency agrees and acknowledges that Lead Agency shall adhere to the City of Oakland Government Ethics Act, to the extent Lead Agency is deemed a Public Servant thereunder.

- viii. Lead Agency 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, Lead Agency understands and agrees that, if the City reasonably determines that Lead Agency 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 Lead Agency to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Lead Agency is responsible for the conflict of interest situation.

24. Non-Discrimination/Equal Employment Practices

Lead Agency shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. Lead Agency 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, Lead Agency agrees as follows:

- a. Lead Agency and Contractor's Partner Agencies, 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, 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. Lead Agency and Contractor's Partner Agencies shall state in all solicitations or advertisements for employees placed by or on behalf of Lead Agency 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 by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Lead Agency 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, Lead Agency will send to each labor union or representative of workers with whom Lead Agency 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. Lead Agency 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 Lead Agency 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 Lead Agency and his or her job title or function and the methodology used by Lead Agency 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.

1.

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

Lead Agency 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, Lead Agency 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. Lead Agency shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its Partner Agencies 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.

26. Living Wage Ordinance

If the contract amount of an Agreement awarded under this RFP is equal to or greater than \$25,000 annually, the awarded agency 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, for profit vendors, not-for-profit services providers, and City Financial Assistance Recipients (CFARS) 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 In Attachment C as **Schedule N**, and, unless

specific exemptions apply or a waiver is granted, Lead Agency must provide the following to its employees who perform services under or related to this Agreement:

- a. 2022 Living Wage 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 1<sup>st</sup> of each year, Lead Agency 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. Lead Agency 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.
- 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.
- f. Lead Agency 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.
- g. Lead Agency 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.
- h. Reporting – Lead Agency shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Lead

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

- i. Lead Agency shall require Partner Agencies that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Lead Agency shall include the above-referenced provisions in its subcontracts and by signature confirms subLead Agency compliance.

## 27. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, Pursuant to Measure FF and Oakland Municipal Code section 5.92.030,, 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 15<sup>th</sup> 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. Lead Agency 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

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 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 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 Partner Agencies 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. For more information, see [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE)

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, Lead Agency must complete and submit **Schedule O**, Acknowledgment of Campaign Contribution Limits, which shall be attached hereto and incorporated herein.

30. Nuclear Free Zone Disclosure

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

31. Political Prohibition

Subject to applicable State and Federal laws, Lead Agency 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

Lead Agency 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

Lead Agency 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 Lead Agency 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, Lead Agency 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, Lead Agency 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 Lead Agency 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.

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

Name of Contractor  
Address  
City State Zip

Oakland, CA  
Attn: Project Manager

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 Lead Agency 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.

41. Time of the Essence

Lead Agency 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 Lead Agency 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 Lead Agency to enable Lead Agency 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 Lead Agency 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, Lead Agency 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.

[SIGNATURES ON NEXT PAGE]

**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](mailto:ppeav@oaklandca.gov) or phone number 510-238-3190

**SCHEDULE E  
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.



<b>Note:</b> 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

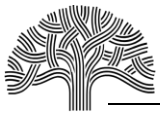
Attach additional page(s) if necessary.

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.





**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 O

### CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an ☐ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

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

I, \_\_\_\_\_, the undersigned, a  
(Name)

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

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the 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.

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

\_\_\_\_\_  
(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](mailto:ppeav@oaklandca.gov) or phone number 510-238-3190

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**Schedule Q**  
**INSURANCE REQUIREMENTS**  
*(Revised 09/12/2019)*

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

Lead Agency 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, Lead Agency 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: Lead Agency 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.** Lead Agency 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 Lead Agency certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Lead Agency 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:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - 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 Lead Agency must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Lead Agency 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 Lead Agency must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Lead Agency is engaged in environmental sampling or underground testing, then Lead Agency must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Lead Agency 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) Lead Agency shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as*

*regulatory fines and*



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

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Lead Agency 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 Lead Agency 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 Partner Agencies; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Lead Agency 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 Lead Agency 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

Lead Agency 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. Partner Agencies

Should the Lead Agency subcontract out the work required under this agreement, they shall include all Partner Agencies as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Lead Agency may require all Partner Agencies 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 Lead Agency shall be named as additional insured under the subcontractor's General Liability policy. All coverages for Partner Agencies shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Lead Agency 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

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

## **ATTACHMENT C: CITY SCHEDULES AND POLICIES**

**PLEASE READ CAREFULLY:** It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP).

**By submitting a response to this RFP 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 Lead Agency 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 Grants 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 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 Lead Agency 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 Lead Agency 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 Lead Agency 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 Schedule<sup>1</sup>” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses,

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

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”.**

This Agreement is subject to the reporting of subLead Agency 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 Grants and Combined Contracts Schedules”.

- i. Prior to execution of this agreement and/or upon request the Lead Agency 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 Lead Agency Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.**

Prior to execution of this agreement and/or upon request, the Lead Agency 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 Grants & 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](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 Lead Agency 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 Grants & Combined Contract Schedules”.**

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the Lead Agency 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, Lead Agency must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.
- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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



- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the Lead Agency 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>.
- 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 Lead Agency herewith must list all Partner Agencies 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 Lead Agency 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 Partner Agencies 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 Grants & 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 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.*