



**CITY OF
OAKLAND**



OFFICE OF THE CITY ADMINISTRATOR
Edward D. Reiskin, City Administrator

**REQUEST FOR PROPOSALS
(RFP)
For
Reducing Consumption of Sugar- Sweetened
Beverages Community Grants Program**

RFP RELEASE: MARCH 25, 2022

PRE-PROPOSAL CONFERENCE: APRIL 5, 2022 at 10:00 a.m. (Pacific) – via Zoom at

<https://us06web.zoom.us/j/81263172394>, Meeting ID: 812 6317 2394

FULL PROPOSAL DUE: APRIL 21, 2022 BY 5:00 P.M.

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The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at:

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also, request a copy by email from isupplier@oaklandca.gov

I. INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland, Office of the City Administrator. The City of Oakland is seeking qualified agencies to deliver programming and services to prevent or reduce the health consequences of the consumption of sugar-sweetened beverages in Oakland communities.

Pre-proposal Meeting Date and Time (Optional): Tuesday, April 5, 2022 at 10:00 AM via Zoom at <https://us06web.zoom.us/j/81263172394> Meeting ID: 812 6317 2394

Deadline for Questions: 5:00 PM, April 15, 2022 by email to the Project Manager, Michael Akanji Makanji@oaklandca.gov

Proposal Submittal Deadline Date and Time: Thursday, April 21, 2022 at 5:00 PM

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 5:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav. In addition, please submit an email copy of your proposal to the project manager Michael Akanji at MAkanji@oaklandca.gov.

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

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

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

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

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

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

iSupplier Plan Holders List:

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

iSupplier User Guides: <https://www.oaklandca.gov/documents/isupplier-user-guides>

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

1. Project Manager: Michael Akanji MAkanji@oaklandca.gov or (510) 238-6454
2. Contract Admin: Paula Peav at ppeav@oaklandca.gov or (510) 238-3190
3. Contract Compliance Officer: Vivian Inman at vinman@oaklandca.gov or (510) 238-6261.

BACKGROUND: SUGAR SWEETENED BEVERAGE TAX FUND (MEASURE HH)

The Sugar Sweetened Beverage (SSB) Distribution Tax Ordinance was established in November 2016, when over sixty-one percent of Oakland voters expressed the need to reduce the health consequences of consuming sugar-sweetened beverages by approving Measure HH. Measure HH established the tax of 1 cent per fluid ounce on the distribution of sugar-sweetened beverages in Oakland and required the establishment of a Community Advisory Board to make recommendations to the City of Oakland Council on the expenditure of revenues generated by the general excise tax.

The goals of Measure HH include to establish and/or fund programs to reduce the consumption of sugar-sweetened beverages; and to support health education and physical activity programs to improve the health of Oakland residents, especially for those most impacted by health disparities and the chronic diseases associated with the consumption of sugar.

SSB ADVISORY BOARD VISION AND GUIDING PRINCIPLES

The Sugar Sweetened Beverage (SSB) Tax Community Advisory Board adopted a Vision Statement and Guiding Principles which will inform the “Reducing Consumption of Sugar Sweetened Beverages Community Grants RFP”.

Vision

Ensuring the right to a healthy life by investing in the health of Oakland children and families, building hope for a better tomorrow.

Guiding Principles

We are committed to achieving the highest level of health and well-being for Oakland children and families, particularly those who are most affected by the impacts of sugar sweetened beverages including but not limited to the following:

- a. Social justice through food system change
- b. Dental disease prevention and overall health promotion
- c. Addressing health disparities and inequities for low-income and our most vulnerable communities
- d. Healthy eating and active living for all

We will strive for systemic change, strategic coordination, and community based collaboration among key stakeholders.

We will ensure that the community voice is included integrated and upheld.

We will strive to increase our community's ability to create change and our community members' self-capacity to live a healthy life.

We are committed to ensuring a culturally appropriate and ethnic lens to the funding work.

We are committed to equity, fairness, transparency, and high impact.

The City of Oakland seeks to support services and programs that align with the SSB Board's principles. Grant-making efforts are guided by the intention to prioritize resources for neighborhoods most impacted by the consumption of sugar-sweetened beverages.

Due to the impact of the COVID19 Pandemic on vulnerable communities, the Board is placing a high emphasis on programs that address the third and fourth principles above, addressing health disparities through healthy eating. Proposals that focus on access to food for food insecure families are considered a particularly high priority. Applicants should consider the priorities below in their proposals:

- **Prioritize resources for neighborhoods where the effect of sugar-sweetened beverage consumption is most prevalent, as indicated by highest incidences of obesity, diabetes, and other related chronic diseases.**
- **Use evidence-based programs and/or promising practices.** To promote successful outcomes, the City of Oakland will prioritize programs that demonstrate expertise and effectiveness in serving local communities.
- **Support efforts towards innovation and improvement.** Opportunities for innovative and emerging practices focused on changing food systems and/or community practices are encouraged where appropriate.

Target Area and Priority Populations:

The target area includes many parts of West Oakland, East Oakland, San Antonio and Fruitvale that are disproportionately impacted by disease related to the consumption of sugar. The target areas include census tracts in Oakland that have equal or greater than 10% diabetes, obesity, mortality or hospitalization rates as identified by the Community Assessment, Planning, and Evaluation (CAPE) Unit at the Alameda County Public Health Department.

Specific populations for prioritization of services include:

- Children and their families; preschool through high school or 0 to 18 years (Infants, children, and youth) in Oakland
- Pregnant mothers and family members who play a key role in infant nutrition decisions
- Households with limited resources
- Individuals who are at greater risk of health impacts of sugar-sweetened beverages

- Groups with higher than average population indicators for diabetes, obesity, and tooth decay
- Groups/communities disproportionately targeted by the beverage industry

Funding Available:

The City of Oakland projects \$3 million in grant funding will be available through this RFP to establish and/or fund programs to reduce the consumption of sugar-sweetened beverages; and to support health education and physical activity programs to improve the health of Oakland residents, especially for those most impacted by health disparities and the chronic diseases associated with the consumption of sugar. These funds are derived from the revenue generated by the City of Oakland's Sugar Sweetened Beverage Tax.

II. SCOPE OF SERVICES

The City of Oakland will direct funding in three funding areas which together promote goals and objectives for a healthy and resilient Oakland community which include the following:

- Reduce the consumption of sugar-sweetened beverages
- Improve access to safe drinking water
- Increase health equity by reducing obesity, diabetes, dental caries, and related health disparities
- Increase the number of healthy, resilient Oakland residents
- Promote vibrant neighborhoods (i.e., opportunities for physical activity, healthy food access and choice, community gardens, farmer's markets and healthy retail outlets)
- Increase community engagement and community initiated participatory decision making around strategies to reduce consumption of sugar-sweetened beverages
- Promote community economic empowerment through expansion of food systems
- Promote comprehensive interventions that include wellness, nutrition education and awareness campaigns, environmental changes, organizational change, policy advocacy and systems change

Funding Area 1: Healthy Neighborhoods and Places

This funding area Invests in neighborhood initiatives that increase access to healthy and affordable food and active living. It should include community driven initiatives to promote individual/family knowledge, attitude and behavior change, advance nutrition education and physical education, and promote drinking water. Funding in this area may also address systemic changes as related to food access, systems and consumption.

Programs, projects and activities funded could include:

- **Healthy Retail/Food Systems:** Increase healthy food access and healthier drink alternatives in neighborhood stores, especially in neighborhoods defined as food deserts (i.e., no grocery store within one mile). Healthy retail program strategies could include one or more the following elements: 1) increase availability of fresh, healthy, culturally appropriate and affordable food; 2) purchase equipment and fixtures to increase visibility of healthier choices

- to shoppers; 3) support partnerships with local food justice champions and urban farmers to increase sales of healthier food and drink in neighborhood stores.
- **Healthy Food and Beverages/Alternatives to SSBs:** Increase consumption, access to and the spread and/or creation of healthier alternatives to sugar-sweetened beverages, including access to healthy, culturally appropriate, high-quality food. Create and increase healthier drink alternatives to sugar-sweetened beverages.
- **Neighborhood Food Enterprise:** Engage community-based organizations and business establishments to support sugar-sweetened beverages reduction strategies. Address local economy and food system gaps in access to healthy equitable and sustainable alternatives to sugar-sweetened beverages. Innovative projects to develop local enterprise, expand cooperative or local ownership of food systems, urban farms and gardens.
- **Nutrition and Meal Programs:** Improve the nutritional quality of the food and access to food of high quality nutritional value for children, families, and low-income residents in priority areas, and support learning and cultural practices supporting healthy eating.
- **Wellness and Nutrition:** Programming to increase gardening, nutrition education and physical activity for children and families, adults and seniors in neighborhoods.
- **Movement and Physical Activity:** Deliver programming that provides opportunities to engage in movement and physical activity; promote active lifestyles.

Funding Area 2: Prevention and Mitigation

The City of Oakland is seeking to support programs that aim to reduce and prevent the impacts of sugar such as an increase in the risk of obesity, diabetes, heart disease and dental caries by engaging the medical and dental workforce to reduce disparities in nutrition related health behaviors by gender, age, race, socioeconomic class, education, ability and geographical region. These health practitioners would be engaged to support Oakland residents to improve health outcomes across their lifespan through increased healthy eating (i.e., increase consumption of fruit, vegetables, and healthy drink alternatives), and physical activity, healthy weight, and diabetes prevention and control. Health practitioners would engage with community residents to improve community oral health by increasing education and access to preventative services and screening, as well as increasing behavioral and social supports for healthy lifestyle, integration of oral health assessment, prevention, and education into primary care.

Health provider based programs should support the expansion of culturally sensitive and linguistically accessible nutrition screening and counseling and education regarding sugar-sweetened beverage consumption and provide healthy alternatives and strategies to decrease obesity, diabetes and oral health disparities.

Programs, projects and activities funded could include:

- **Screenings, Referrals and Other Early Prevention Programming:** Increase nutrition/BMI screenings and referrals, including breastfeeding, as required to increase nutrition and healthy lifestyles and direct referrals to SNAP and other food access programs.
- **Increase Screening and Preventive Programs:** Support delivery of school-based dental services (e.g. dental sealants at schools), and expansion of dental services for low-income pregnant women. Expand dental health programs at WIC and early childhood development

centers as relates to sugar-sweetened beverages reduction and prevention.

Important components to all applications that will enhance the score:

1. Include social marketing and educational campaigns focused on culturally relevant and linguistically accessible media to promote the consumption of water rather than soda, as well as promote nutrition and physical activity and increased access to parks and open spaces
2. Media and Public Education Campaign: include the posting and distribution of the City's SSB Campaign/marketing material at project locations and during project programing to promote the reduction in consumption of Sugar Sweetened Beverages.
3. **Community Leadership:** Develop community leadership to help communicate the impact of health disparities and inequities due to sugar-sweetened beverages impacts on a community level through culturally relevant, linguistically accessible, community driven and participatorydesigned prevention promotional initiatives

Funding Area 3: Policy and Advocacy

Community led engagement and organizing to change policies and practices in public institutions and organizations affecting neighborhoods and the larger Oakland community, as relates to sugar-sweetened beverage consumption and access to healthy food, beverage alternatives and a built environment that supports a healthy lifestyle.

Programs, projects and activities funded could include:

- **Community Action Research:** Participatory research that will provide information and support evaluation of the promising practices and impacts of the SSB initiative.
- **Civic Engagement and Policy Advocacy:** Civic engagement around empowerment and resiliency, through health and policy education, and grassroots organizing focused on institutional, organizational or environmental change to remove barriers to providing healthy food and safe water, limit access to sugar-sweetened beverages and reduce the availability of sugary products.
- **Public Awareness and Education Campaign:** Launch public awareness, educational and action campaigns to limit and eliminate marketing of sugar-sweetened beverages and implement counter advertising campaigns targeting schools, work sites, and community settings

III. APPLICATION PROCESS

WHO CAN APPLY?

ELIGIBILITY

Eligible Applicants are:

- public agencies
- organizations with a tax-exempt status under section 501(c)(3) of the Internal Revenue Code
- a business enterprise satisfying criteria for a Local, Small or Very Small Local Business Enterprise (L/S/VSLBE).

For more information on the L/S/VSLBE program, go to:

<https://www.oaklandca.gov/documents/local-small-local-business-enterprise-program>

Applicants must submit an IRS statement certifying their organization's nonprofit status under section 501(c)(3) of the Internal Revenue Code. To obtain this letter, call IRS at 1-877-829-5500 (Note: in some cases, it can take over two weeks to obtain this form).

Organizations (other than public agencies) that do not have 501(c)(3) status must apply using a fiscal sponsor (see below for details). In this case, the fiscal sponsor is the Applicant and, if a grant is awarded, would be the organization that contracts with the City of Oakland and is legally liable for all aspects of the contract including program implementation, fiscal management, and communication with the City of Oakland regarding subcontractor activities.

A public agency must apply on its own behalf and may not use a fiscal sponsor. No proof of eligibility is required for public agencies.

TYPES OF APPLICANTS

Single Agency Applicants: A Single Agency Applicant is one agency applying for funding.

Collaborative Applicants: Collaborative Applicants with one or more named sub-grantees are also eligible to apply. These roles and funding amounts should be outlined in the program narrative and budget, and a Memorandum of Understanding (MOU) submitted as attachments. Collaborative Applicants must designate one Lead Agency that would contract with the City of Oakland. The Lead Agency must have the fiscal and management capacity to support subcontractors by issuing payments in a timely and professional manner, and providing program and fiscal oversight to subgrantees.

Small and Emerging Applicants: The Small and Emerging designation focuses on smaller organizations and assists new grassroots organizations to be funded through this RFP. Eligible small and emerging organizations must have completed at least one year of service in the program area for which they are

seeking support by the time they apply to the City of Oakland. They may have recently received their 501(c)(3) status, after having been fiscally sponsored.

NUMBER OF APPLICATIONS

Applicants may submit a proposal as a Single Agency Applicant as well as a proposal in collaboration with other applicants for a total of two proposal submissions.

Applicants are encouraged to submit a proposal that may be comprehensive and include elements of multiple funding areas. But the proposal must clearly designate one funding area as the primary area of focus for which the proposal is being submitted.

CONTRACT COMPLIANCE

Please see **Appendix D: Compliance with City of Oakland Council Policies** for information on applicable City of Oakland programs and policies that all funded agencies shall be required to comply with.

HOW MUCH CAN I APPLY FOR?

FUNDING PARAMETERS

Each grant award amount will depend on the supporting documentation for the funding request. Please use the funding parameters outlined below:

Type of Applicant	Minimum	Maximum
Single Lead Agency	\$50,000	\$300,000
Collaborative	\$100,000	\$500,000
Small and Emerging	\$25,000	\$100,000

Percent of Overall Budget: The City of Oakland strongly encourages Applicants not to request funds that exceed 50% of the Applicant's current year overall organizational budget.

HOW CAN FUNDS BE USED?

The proposed program must provide program activities described in the scope of work provided in Appendix A.

Funds may NOT be used for:

- Maintenance, utilities, or similar operating costs of a facility not used primarily and directly by target population (e.g., costs associated with an off-site office or location).
- Religious worship, instruction, or recruiting someone to join one's religion or faith.
- Supplanting (displacing or replacing) services provided by other public funds.

MATCHING FUNDS

Applicants must demonstrate 10% match of the total requested funding amount. If awarded, Grantees will be held accountable for raising and documenting a match of at least 10% of the total grant award. This matching requirement can be met by contributions of cash and/or in-kind services. Match funds must be secured by the third quarter of each contract year; Human Services Department staff will verify compliance.

Example: An organization is seeking \$100,000. If awarded a \$100,000 grant, the organization would be held accountable for raising at minimum \$10,000 (10%) in matching funds.

FUNDING PERIOD

Proposals should reflect the costs and measurable outcomes for the program period, July 1, 2022 to June 30, 2024 period. If awarded the contract will be for 24-month period (from July 1, 2022 through June 30, 2024).

Disbursement of Funds: Selected Applicants will not receive their first disbursement of funds until they submit all required contract documents and the contract is executed. After all contract documents are received it takes 6-8 weeks before the contract is executed.

Funding Award: The estimated date for preliminary notification of the funded proposals will be May 25, 2022. Applicants will be notified via email. The City of Oakland anticipates the selection and approval process will be finalized in June 2022, with services beginning as early as July 1, 2022. Services for the grant agreements will continue until June 30, 2024.

MINIMUM QUALIFICATIONS AND SELECTION PROCESS

Competitive Applicants must meet the following minimum qualifications and submit a proposal that addresses the following critical elements:

Minimum Qualifications:

- Agency and proposal meets eligibility and funding parameters (see **Who Can Apply?** and **How Much Can I Apply For?** sections for details).
- Leveraged resources – A 10% funding match is required. The required 10% match will be verified during the program year.

Critical Proposal Elements: Competitive proposals must adhere to the following guidelines:

- Experience and capacity to work with the intended target population
- Specify clear outcomes that are linked to health outcomes and/or reduction in consumption of sugar-sweetened beverages.

- Target services to priority populations and/or geographic areas

Proposal Selection: The Human Services Department (HSD) will conduct a thorough review of all proposals submitted. A consistent Proposal Scoring Rubric will be used for each proposal reviewed. Qualified proposals will be ranked based on proposal score and additional selection criteria as described below. Based on the ranked proposals, funding recommendations will then be forwarded by the HSD to the City of Oakland Council for review and approval. The City of Oakland Council makes all final funding decisions.

Selection Criteria: Additional selection criteria to be considered in determining which proposals are recommended for funding will include:

- Proposal shows evidence of decreasing consumption of sugary drinks and/or addresses the health effects of the consumption of sugary drinks
- Proposal reaches priority population
- Proposal has reasonable timeline and is feasible
- Proposal is innovative and utilizes promising practices
- Proposal addresses food insecurity and attempts to reduce hunger among needy.

Preference Points: While not a requirement, Applicants may receive preference points by receiving certification as a Local, Small and Very Small Local Business Enterprise (L/S/VSLBE). For more information on the L/S/VSLBE program, go to: <https://www.oaklandca.gov/documents/local-small-local-business-enterprise-program>

Additional preference points may be awarded for agencies that demonstrate their existing work force includes Oakland residents through the optional submission of Schedule E-2 (Oakland Workforce Verification). See **Appendix D** for details on preference points.

IV. THE PROPOSAL

SUBMISSION PROCESS

SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 5:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav. In addition, please submit an email copy of your proposal to the project manager Michael Akanji at MAKanji@oaklandca.gov.

REQUIRED PROPOSAL ELEMENTS AND FORMAT

Cover Letter

- Addressed to Michael Akanji, City Administrator's Office, City of Oakland.
- Signed by an officer of the lead agency. In case of joint venture or other subcontracting relationship, an officer of each partner agency shall sign.
- Include name, title, phone number, and email address for main staff contact for all communications regarding your proposal submission.
- See below for information required in the cover letter.

Proposal Narrative (no more than 8 pages, 12-font, double-spaced, including charts and/or tables)

- Please provide a narrative (See below for specific questions to be addressed in the narrative).

Summary of Activities/Scope of Work Form (Appendix A)

- Please describe the activities of the proposed project.

Projected Budget & Narrative Form (2 pages total: 1 page budget spreadsheet; 1 page budget narrative) (Appendix B)

- Provide a detailed spreadsheet budget indicating all project costs. Include line items for each staff to be assigned to the project, total projected hours, and hourly rate. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc. Budgets should include costs associated with facilitating effective community engagement activities.
- Provide a brief narrative to detail the costs for the projected budget as tied to the deliverables outlined in **Scope of Work** section of the RFP and listed in your submitted project budget.

Demographic Projection Form (Appendix C)

- Estimate the total participants your program to reach through individual and/or group projects and/or services during the 12 month funding period, if funded by the City of Oakland.

Required Additional Documents

- **Copy of IRS Letter Certifying Tax Exempt Status. (from 2013 or later).** See note on page 6 under “Who Is Eligible?” on how to obtain an updated letter from the IRS.
- **Current Year Organizational or Operational Budget (FY 2021-2022)** - Fiscal Sponsors (applicant) must provide Overall Agency Budgets for themselves and their Sponsored Organization. The organizational budget must clearly list sources of income/revenue, and detail personnel, direct, and indirect expenses.
- **Organizational Chart** - Submit the organizational chart which should indicate how this program fits into the structure of the organization including staffing, reporting lines, and governance. If there is a Fiscal Sponsor or there are partner agencies, the relationships between the agencies should be indicated.
- **Board Roster** – Submit the current active board roster indicating officers and affiliations.
- **Signed Letters of Agreement or Memorandums of Understanding (MOU), if applicable** – To ensure coordination of services, a signed Letter of Agreement or MOU between the following parties must be provided:
 - a) Fiscal Sponsors and Sponsored Organization – Among other responsibilities, must state that the Fiscal Sponsor or contractor is aware of their responsibility both fiscally and programmatically for all grant requirements if funds are awarded.
 - b) Lead applicants and subcontractors.
 - c) Any partner named on the **Activities List or Program Budget** as subcontractor or consultant.

All Letters of Agreement or MOUs should include:

- Description of the nature, history and extent of the partnership including past successes and accomplishments of the partnership.
- Responsibilities of each party detailing administrative and operational duties including staffing, service delivery specifics, facility space, data management, evaluation, etc.
- Any funds being exchanged.
- Signature of director level person or someone who has the organizational authority to enter their respective organizations into an agreement.

- **Résumés/Job Description for Key Staff** - Submit résumés of current key staff, including managers and staff who are responsible for project implementation and delivery of services. If staff is not yet hired, provide general job descriptions with language abilities and minimum qualifications of staff that will be hired.
- **Most Recent Audited Financial Statements**
 - Applicants with a budget at or over \$500,000 must submit one copy of completed signed Audited Financial Statements with Cover and/or Management Letter. Audited financial statements must be from within the past three years - July 1, 2019 to present. (Audit must contain any findings).
 - If an Applicant is a public agency, other than the City of Oakland or Oakland, the applicant must submit proof of the existence of an independent single audit.
 - All Audited Financial Statements must have been completed within the past two years.
 - Small and Emerging Applicants: If you are applying as a 501(c)(3) Small and Emerging Applicant without a fiscal sponsor you must provide your most recent fiscal year Profit & Loss and Balance Sheet and IRS Form 990 dated within the past two years. If you are recommended for funding you must submit a CPA Review of Financial Statements with Cover Letter and/or Management Letter no later than July 1, 2022.
 - Businesses with gross revenues over \$500,000 must comply with submission of audited Financial Statements. Businesses with gross revenues under \$500,000 must comply with submission of CPA Review of Financial Statements.

CITY OF OAKLAND GENERAL REQUIREMENTS SUBMITTED WITH PROPOSAL

The City of Oakland requires all contractors to fill out several forms to ensure they are in compliance with applicable ordinances and laws. The following forms are required at submission. See the full list of additional forms that will be required post-award. Electronic copies of these documents can be downloaded from: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

1. Schedule E - Project Consultant Team
2. Schedule I – Sanctuary City Contracting and Investment Ordinance
3. Schedule O – Campaign Contribution Limits
4. Schedule W- Border Wall Prohibition
5. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
6. Optional Schedules: To receive preference points for having a local work force, submit Schedule E-2: Oakland Workforce Verification Form, available at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

REJECTION OF PROPOSAL ELEMENTS

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

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.
- Proposal contains excess or extraneous material not called for in the RFP

COVER LETTER

For the Cover Letter, please provide the following information:

Name of Applicant Agency: The Applicant is the organization or agency that will sign the contract if the grant is awarded. Therefore, if this is a project with a fiscal sponsor, the fiscal sponsor will be the Applicant.

Contact Person Information: The individual that the City of Oakland will contact if there are questions regarding the submission. Please include: Name (First, Last); Title; Email; and Phone Number

Executive Director Information: Name (First, Last); Email; and Phone Number

Type of Applicant: Select whether the proposal will be submitted by a Single Agency or a Collaborative – see Who Can Apply? section for details.

Sub-Grantees: If applying as a Collaborative, name all sub-grantee agencies or groups who will play a central role in service provision, and briefly describe that role.

Funding Goal Area: Select the appropriate funding area under which the proposal will be submitted for funding consideration.

Funds Requested: Enter the amount you anticipate requesting for the program.

Program Name (50 characters or less): Enter a simple and straightforward name for the program. This will be used in identifying the proposal.

Program Goal and Description (1000 characters or less): Articulate a specific goal for the proposed program that is in line with the Funding Area. Briefly summarize the plan to deliver services to fulfill that goal, proposed service population and/or target area where the activity will take place.

PROPOSAL NARRATIVE

Reviewers will score the Proposal Narratives based upon the adequacy and thoroughness of the response to the RFP requirements and according to the following point system¹:

<u>Narrative Element</u>	<u>Points</u>
Agency History and Capacity	20
Staffing Qualifications	10
Target Population and Needs	20
Program Design	25
Outcomes and Evaluation	10
<u>Required Resources and Budget Request</u>	<u>15</u>
<u>TOTAL</u>	<u>100</u>

AGENCY HISTORY AND CAPACITY (20 POINTS)

1. Describe the organization(s) applying for funds, including history and types of services provided.
2. Describe similar work in current or past projects, services and accomplishments that relate to the type of work proposed. Provide specific details on target population served, services provided, outcomes achieved, and funding sources.
3. Describe the organization's history and relationship with other partners, including subcontractors and consultants, that will work to deliver the proposed services. What is the extent of these partnerships, and what has been accomplished?
4. Describe your organization's financial and administrative staffing and procedures to ensure sufficient financial control of City of Oakland funding.
5. Where are your offices physically located?
6. Describe your organization's board, including the number of Board members required by agency bylaws, the number of board members currently engaged, and the extent to which they reflect communities served.

STAFFING QUALIFICATIONS (10 POINTS)

1. Describe your organization's staffing and management structure. Identify the person who will have primary responsibility for managing the project and discuss their experience managing similar projects. Identify key personnel and discuss the areas of responsibility, qualifications, and credentials for key staff.
2. Identify all staff including subcontractors and community-based organizations and public agency partners working on this project, including their expected roles, and estimated percentage of time.

3. State where any new positions funded by this RFP would fit in the organization. (NOTE: you will be required to submit résumés/job description for key staff in the section)

TARGET POPULATION AND NEEDS (20 POINTS)

1. Identify the target population for your program and the neighborhoods the program will serve, and/or the communities from which your participants will come from, if applicable. Briefly describe the current and emerging needs of the program target populations and/or neighborhoods that you plan to serve.
2. Describe how your program's outcomes and activities will meet the needs identified.
3. Describe where program services will be provided.
4. Describe why the proposed services are appropriate to the target population in terms of cultural identification or specifics (age, etc.)?
5. Describe any outreach and recruitment strategy.

PROGRAM DESIGN (25 POINTS)

1. Describe your overall program design and structure. Provide details on the key activities to be undertaken, where the activities will take place, and the number of participants projected to be served for each of those activities in a session and over the course of twelve (12) months. Describe the key stages of your program design and numbers reached in each stage. Your narrative response should correspond to the **Summary of Activities** form you created. If working in partnership, describe the specific roles each will fulfill and how you will integrate your services based on your respective strengths.
2. Describe how your proposed program activities meet the intended outcomes and priorities of the funding area you have selected.
3. Describe how your program design effectively responds to the population targeted through culturally and/or linguistically appropriate services. Include how the program design addresses the interests, needs, engagement, leadership or capacities of participants.
4. Describe how your program is operating in alignment with other community-based organizations, public agencies, or community efforts to reduce the consumption of sugar sweetened beverages and address community health. How does your program and services align with these efforts and entities to achieve goals?

OUTCOMES AND EVALUATION (10 POINTS)

1. Describe the objectives, outcomes and impact your program aims to achieve. Describe how your program will measure its impact and achievement of objectives and outcomes. What are the performance targets that will be met?
2. Describe your organization's experience with electronic client database or tracking systems.
3. Describe how (if)evaluation and program monitoring will inform your program design and implementation.

REQUIRED RESOURCES AND BUDGET REQUEST (15 POINTS)

1. Provide a short description of your Program Budget and how funds requested are reasonable to support the program goals and program design.
2. Describe the other resources of revenue that are secured or anticipated to support the program during the proposed funding period. List the funding agency, amount of funds, start and end date of funds, and whether the funds have been received, are committed, or will be pending.
3. Will the proposed program operate beyond the 12-month funding period? If so, describe your plan to sustain the program and secure additional resources.

SUMMARY OF ACTIVITY FORM – SCOPE OF WORK

Please complete the Summary of Activities form included in **Appendix A**. The Summary of Activities form will be included as the Scope of Work for the program, if funded. Make sure that the Scope of Work directly follows the narrative section in your proposal. Instructions are as follows:

- **Performance Outcomes** – Please identify the desired Outcomes listed for the appropriate sub-strategy (see **Appendix A**). Proposed activities should contribute to these outcomes.
- **Activities** – State ALL the service activities for the proposed program(s) that will help you achieve your measurable outcomes. This includes training, outreach, planning curriculum, collaborative partnership meetings, events and service activities.
- **Number Served** – State the annual number of participants for the activity.
- **Frequency of Activity and Number of Hours** – State the number of times the activity will occur in a given week or month and the number of hours that activity will last each time it is offered.
- **Dates of Activity** – Indicate the dates the activities will commence for the first time and when they will end.
- **Activity Location** – Identify the location where activities will take place.
- **Staff Responsible and Name of Organization (if collaborative)** – Indicate the staff working on that specific activity and, if working in a collaborative, then indicate the name of the organization with whom the staff person is associated.

BUDGET FORM AND NARRATIVE

See the Budget Narrative and Form in **Appendix B**. Complete the form and include in the submission packet. The budget is an important component of your proposal. This section links the funding requested with specific elements of the proposed project. Provide an appropriate and accurate projection of the project expenses for the grant period. The City of Oakland will expect a ramp-up period with funded agencies, but expects the funding request to cover the 24-month grant period. This section also allows you to show the cost effectiveness of your program and demonstrate how you will leverage other funds for the programs you are proposing. This online budget should reflect what was written in the Narrative section and support the attached Scope of work.

An explanation of all budget costs is required in the Budget Form – this is the **Budget Narrative**. Any proposals that involve more than one agency must submit budget forms/narratives for each partner. In the budget narrative, you will provide a separate and complete justification for each line item in the budget. The budget and budget narrative should be based on the grant period. In general, each budget narrative statement should describe, in as much detail as possible:

- Each item for which funding is requested
- How the specific item relates to the project
- How the amount shown in the budget was determined

DEMOGRAPHIC PROJECTION FORM

Please estimate the total participants, race/ethnicity, ages to served, residence, including census tracts served, if available, and gender of participants your program projects for activities during the period July 1, 2022 and June 30, 2024 if funded by the City of Oakland. Complete the Demographic Projection form provided in **Appendix C**.

PROPOSAL PACKAGE CHECKLIST

The following items should be included in your hard copy proposals. Make sure that all attachments/uploads are clearly labeled. Only the requested elements will be reviewed; please do not submit additional attachments, as they will not be considered. Incomplete applications will not be considered for funding.

- Cover Letter**
- Narrative, including:**
 - Agency History and Capacity
 - Staffing Qualifications
 - Target Population and Needs
 - Program Design
 - Outcomes and Evaluation
 - Required Resources and Budget Request

-
- Summary of Activities Form/Scope of Work**
 - Budget Form with Budget Narrative**
 - Demographic Projection Form**
 - Required Attachments:**
 - Current Year Organizational or Operational Budget
 - Audited Financial Statements with Cover Letter and/or Management Letter
 - Copy of IRS Letter Certifying Tax Exempt Status
 - Roster of Board of Directors
 - Resumes or Job Descriptions
 - Organizational Chart
 - Letters of Agreement, if applicable
 - MOUs, if applicable
 - Schedule E: Project Consultant or Grant Team
 - Schedule I: Sanctuary City Contracting and Investment Ordinance
 - Schedule O: Campaign Contribution Limits
 - Schedule W: Border Wall Prohibition
 - Addenda if issued, please provide signed addenda and submit with proposal
 - Optional Attachment:**
 - Schedule E-2: Oakland Workforce Verification Form

Additional forms and documents will be required post award notification. Please review the list of required post-award documents to ensure that you can meet all the requirements.

Note:

Other schedules must be submitted prior to full contract execution and are available at
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

CITY OF OAKLAND/HUMAN SERVICES DEPARTMENT RIGHTS AND

By submitting a proposal, an Applicant authorizes the City of Oakland and its staff to verify any information the proposal contains. At any time before a contract is issued, City of Oakland staff may conduct site visits, interviews, and/or undertake other means to verify Applicants' provision of services before making a final determination of grant awards.

The City of Oakland reserves the right to disqualify Applicants whose proposals present false, inaccurate, or incorrect information or are incomplete in any fashion.

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

Proprietary Information:

All responses to the RFP become the property of the City of Oakland. All RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City of Oakland as public records. The City of Oakland shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made

pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance. 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 of Oakland's discretion, based on the potential impact of the public's interests whether or not to disclose "confidential" or "proprietary" information.

APPEALS AND POST AWARD PROCESS

WHAT IF I DON'T GET FUNDED?

APPEALS PROCESS PROCEDURES

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

Written appeals shall be sent to the address provided below by May 30, 2022 **by 4:00 pm.**

Michael Akanji
City Administrator's Office
City of Oakland
1 Frank H. Ogawa Plaza, 11th Floor
Oakland, CA 94612

The Director will review each appeal and deliver a decision in writing. Following the appeals process, HSD will submit final funding recommendations to the Oakland City Council. Council has the authority to accept or reject the funding recommendations.

WHAT IF I DO GET FUNDED?

GRANT REQUIREMENTS

The City of Oakland may require modifications to the proposed Scope of Work and Budget as a contingency of funding. This will be negotiated with HSD staff during the contracting process upon

approval. Negotiation is necessary to ensure that grantees meet the goals, objectives, and policies of this RFP.

All grantees must report the scope of work activities, participant demographics, budget, program activities, events, enrollment, attendance, and invoices. Grantees will be required to submit quarterly progress reports that will include the level to which grantees have met intended service deliverables/benchmarks.

Grantees will be required to participate in and support a third party evaluation as required by the Department. Participation includes attending trainings and workshops, gathering adequate data on effort and results at the evaluator's request, and hosting site visits which may include interviews with agency staff and program participants.

Organizations are also required to attend informational, technical assistance, training and service coordination meetings scheduled by HSD, depending on the program strategy.

At any time during or before a grant agreement is issued, City of Oakland staff ormembers of the review panel may conduct site visits, interviews, and/or undertake other means to verify Applicants' provision of services.

The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate. The City Council reserves the right to reject any and all bids.

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

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

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

Contractor understands and agrees to the following:

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.

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

APPENDICES

APPENDIX A: Summary of Activities-Scope of Work

REDUCING SUGAR-SWEETENED BEVERAGE (SSB) CONSUMPTION
COMMUNITY RFPAGENCY:

Please fill out the following Summary of Activities form and submit it with your proposal. Instructions on how to complete the form are included in the Summary of Activities Form section of the RFP document. The shaded row is an example of an activity associated with a specific outcome. Complete a separate table for each outcome.

Outcome:

Activity (include location of activity as applicable)	# Served	Frequency of Activity and Number of Hours	Dates of Activity	Activity Location	Staff Responsible and Name of Organization (if Collaborative)
EXAMPLE: Provide a garden workshop for children connected to Life Center	60	One day per week for two hours/week	7/1/22-10/1/22	West Oakland Office 1234 Summit Lane Oakland	Dan Cortez

APPENDIX B: Budget Narrative and Form

**REDUCING SUGAR-SWEETENED BEVERAGE (SSB) CONSUMPTION
COMMUNITY RFPAGENCY:**

TOTAL 15-MONTH PROGRAM BUDGET

Period of Performance: July 1, 2022 –June 30, 2024

DIRECT COSTS			Total Project Budget	SSB Funds Requested	Other Projected Match
A. PERSONNEL					
Lead Agency Positions	FTE Annual Salary	Program % (99% = .99)			
					-
					-
					-
					-
Salary Subtotal					
Fringe Benefits & Rate	Rate:		-	-	-
Consultant (not subgrantees):					
PERSONNEL SUBTOTAL					
B. OTHER DIRECT COSTS					
Duplicating/Copying					-
Equipment Lease Agreements					-
Equipment/Furniture Purchase					-
Facility Rental					-
General Office Supplies/Software					-
Postage					-
Program Materials and Supplies					-
Telephone/Internet/Communications					-
Travel/Transportation					-
Professional Development					-
Other (Explain)					-
					-
					-
OTHER DIRECT COSTS SUBTOTAL			-	-	-
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients			
Wages (wage/hr x # hours)			\$ -		
Stipend			\$ -		
Flexible Funds/ Client Incentives			\$ -		
WAGES, STIPENDS & FLEXIBLE FUNDS SUBTOTAL			\$ -		
D. INDIRECT COSTS (May not exceed 15% of direct costs)					
					-
					-
INDIRECT COSTS SUBTOTAL			-	-	-
E. SUBCONTRACTS/SUBGRANTEES					
					-
					-
SUBCONTRACTS SUBTOTAL			-	-	-
E. PROGRAM TOTAL					

APPENDIX C: Demographic Projection Form**REDUCING SUGAR-SWEETENED BEVERAGE (SSB) CONSUMPTION****COMMUNITY RFPAGENCY:****PROJECTED DEMOGRAPHICS****Period of Performance: July 1, 2022 –June 30, 2024**

Estimate of total participants your program projects to serve during the period July 1, 2022 through June 30, 2024, if funded by the City of Oakland. For purposes of evaluating program performance, your program will be required to enter in a database and/or provide participant demographic data including name, date of birth, gender, race/ethnicity, and zip code for each participant served through City of Oakland funding.

Total Unduplicated Program Participants:	
Participants' Race/Ethnicity	# to be Served
African American	
Latinx	
Caucasian	
Asian, if specific ethnicity known, indicate	
Middle East/North African	
American Indian and Alaska Native	
Native Hawaiian and Other Pacific Islander	
Some Other Race	
Two or More Races	
Total:	
Ages to Be Served	# to be Served
0 - 5 years	
6 -10 years	
11 - 15 years	
16 – 20 years	
21- 54 years	
55 years and older	
Total:	
Participants' Residence	
Find District at: http://gisapps.mapoakland.com/councildistricts/	
Use census tracts, if known	# to be Served
District 1	
District 2	
District 3	
District 4	
District 5	
District 6	
District 7	
Census Tract:	
Total:	
Participants' Gender	# to be Served
Female	
Male	
Transgender	
Total:	
Grand Total:	

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)



APPENDIX D: Compliance with City Council Policies

Please review **Appendix D** below for City of Oakland policies that funded agencies will be required to comply with.

- 1) Grantees must provide the services projected in the proposal and Scope of work, subject to contract negotiations. Failure to provide these services may result in reduced payments or suspension of payment.
- 2) Grantees must provide evidence of in-kind and cash matches at the end of the third quarter, e.g. through letters, copies of checks, grants, or records of volunteer or donated services.
- 3) After a contract is awarded, the City of Oakland and HSD reserve the right to amend it as needed throughout the term of the contract to best meet the needs of all parties.
- 4) The City of Oakland Auditor and HSD shall have the right to audit this Contract and all books, documents and records relating thereto.
- 5) City of Oakland Contract and Compliance documents to be completed during the contracting period can be found at:
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

Grant Agreements will not be considered complete until the required Contract Compliance documents and assurances are submitted.

A. GENERAL PROVISIONS

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

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

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.

4. The City's Living Wage Ordinance

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

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$15.30 with health benefits or \$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.26 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

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

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

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

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

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

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

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

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

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

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

8. Non-Discrimination/Equal Employment Practices

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

to hire and/or contract with the individual or entity in question.

- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

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

10. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or

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

11. Border Wall Ordinance

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

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

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

12. Pending Dispute Disclosure Policy:

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

13. City of Oakland Campaign Contribution Limits

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

14. Nuclear Free Zone Disclosure

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

15. Sample Professional Service Agreement

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

16. Insurance Requirements

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

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured

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in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

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

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

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

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

17. City Contractor Performance Evaluation

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

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

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

19. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the

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Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

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

RFP and Project related issues:

Project Manager: Michael Akanji, (510) 238-6454

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

Compliance Officer: Vivian Inman, vinman@oaklandca.gov or 510.238.6261

21. All responses to the RFP become the property of the City.
22. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
23. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
24. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
25. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
26. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance,

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Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

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

B. 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 RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

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

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C. INTERVIEWS OF SHORT-LISTED FIRMS

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

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

▪ Distribution of RFP	March 25, 2022
▪ Pre-proposal Meeting	10am, April 5, 2022
▪ Submission of RFP	5pm, April 21, 2022
▪ Evaluation of Rankings	April 28, 2022
▪ Notification of Interviews	May 5, 2022
▪ Interviews	May 17, 2022
▪ Contract Negotiations	May 25, 2022
▪ Contract Documentation Distribution	June 1, 2022
▪ Contract Award	June 8, 2022

D. CONTRACT NEGOTIATIONS AND AWARD

1. 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.
2. The City will withhold the final 10% of contract amount pending successful completion of work.
3. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
4. A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
5. Upon award the City will issue a Notice to proceed.
6. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other

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members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFP

ATTACHMENT A

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

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

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

2. Scope of Services

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

3. Time of Performance

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

4. Compensation and Method of Payment

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

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In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

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

5. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

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

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execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

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protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

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

8. Copyright

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

9. Audit

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

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

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

10. Agents/Brokers

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

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11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

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

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

13. Title of Property

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

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

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in

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the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120.
Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

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

15. Indemnification

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

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

16. Right to Offset Claims for Money

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

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17. **Prompt Payment Ordinance**

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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

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

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

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

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

18. Arizona and Arizona-Based Businesses

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

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

19. Dispute Disclosure

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

20. Termination on Notice

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

21. Conflict of Interest

a. Contractor

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The following protections against conflict of interest will be upheld:

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 *et seq.*) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*).

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

b. No Waiver

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

c. Remedies and Sanctions

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

22. Non-Discrimination/Equal Employment Practices

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 25, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater. The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$15.30 with health benefits or \$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.26 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request,

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

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

25. Minimum Wage Ordinance

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

This contract is also subject to Oakland's Living Wage Ordinance (see Section 24, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

26. Equal Benefits Ordinance

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

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

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

27. City of Oakland Campaign Contribution Limits

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

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O.**

28. Nuclear Free Zone Disclosure

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

29. Political Prohibition

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

30. Religious Prohibition

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

31. Business Tax Certificate

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

32. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

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

33. Validity of Contracts

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

34. Governing Law

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

35. Notice

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

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

Name of Contractor
Address
City State Zip
Attn: Project Manager

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

36. Entire Agreement of the Parties

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

37. Modification

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

38. Severability/Partial Invalidity

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

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

39. Time of the Essence

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

40. Commencement, Completion and Close out

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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

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

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

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

41. Approval

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

42. Inconsistency

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

City of Oakland,
a municipal corporation

(City Administrator's Office) (Date)

Name of Contractor

(Signature) (Date)

(Agency Director's Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Date of Expiration

(City Attorney's Office Signature) (Date)

Resolution Number

Accounting Number

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

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 Contract s and Compliance website
<https://www.oaklandca.gov/uploads/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

SCHEDULE E
PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.



Note:

The consultant herewith must list all sub-consultants regardless of the tier and their respective percentages of the project work. No other sub-consultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits. At the time of submittal of Schedule E (for professional services), some L'SLBE-participation must be proposed in order to satisfy the requirement at the time of submission. If zero participation is presented, the proposal will not be accepted.

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



REQUEST FOR PROPOSAL (RFP) – (Reduced)
CITY OF
OAKLAND

Schedule I

“Sanctuary City Contracting and Investment Ordinance”

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

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

Compliance must be established prior to full contract execution.

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

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

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)



PLEASE COMPLETE AND SIGN

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

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

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

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

_____ Date

SCHEDULE I DB/DM 2019

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____ - _____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) Bid Proposal Qualification Amendment

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

Individual or Business Name _____ Phone _____ - _____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

Signature

Date

Print Name of Signer

Position

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

Date Received by City: ____/____/____ By _____

Date Entered on Contractor Database: ____/____/____ By _____

SCHEDULE W
BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

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

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

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

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)

(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://www.oaklandca.gov/uploads/documents/OAK023255.pdf> or request for a copy from Paula Peav at pchan@oaklandca.gov or phone number 510-238-3190

REQUEST FOR PROPOSAL (RFP) – (Reducing Consumption of Sugar- Sweetened Beverages Community Grants Program)



Oakland Workforce Verification

Schedule E-2

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

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

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

PLEASE NOTE BELOW:

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

ADDITIONAL SHEET

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

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

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

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

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

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the

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

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$ _____ each claim and \$ _____ aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD, appropriate to the Consultant's profession, with limits not less than**

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

b. Terms Conditions and Endorsements

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

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

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- v. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and
 - vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.
- c. Replacement of Coverage
- In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.
- d. Insurance Interpretation
- All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.
- e. Proof of Insurance
- Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.
- f. Subcontractors
- Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.
- g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

ATTACHMENT C: City Schedules and Policies

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

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

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

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

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

1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

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

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and

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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 contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

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

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.

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

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- 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 used for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
 - iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
 - v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

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

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

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

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

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application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

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

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

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

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

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- (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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

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

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

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

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

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

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

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if

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

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

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

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

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values more than one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

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

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

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

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

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PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City of Oakland the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*