



**CITY OF OAKLAND
HUMAN SERVICES DEPARTMENT**

**ALAMEDA COUNTY-OAKLAND
COMMUNITY ACTION PARTNERSHIP**

**COMMUNITY ECONOMIC OPPORTUNITY (CEO)
NETWORK**

Calendar Years 2017-2019

**Request for Partnership (RFP)
Application**

Bidder's Conference (Optional): Friday, August 19, 2016

Time: 10am -12pm

1 Frank H. Ogawa Plaza, Hearing Room 4
Oakland, CA 94612

Due Monday, September 12, 2016 by 4:30pm

Late submissions and postmarks will not be accepted

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

Funding for services to Alameda County low-income residents
(excluding the City of Berkeley)

Required Registration in iSupplier: All those who wish to participate in this RFP must register through [iSupplier](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm) at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm> in order to receive updates on this RFP.

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A. INTRODUCTION

The City of Oakland’s Human Services Department Alameda County-Oakland Community Action Partnership (AC-OCAP) receives federal funding from the U.S. Department of Health and Human Services’ (HHS) Community Services Block Grant (CSBG) through the California Department of Community Services and Development (CSD) to help fight poverty in Alameda County (excluding the City of Berkeley). The goal of AC-OCAP is to maximize the impact of CSBG funding throughout Alameda County (excluding the City of Berkeley) by supporting anti-poverty programs and services through its network that helps lift low-income families out of a life of poverty and on to the path of self-sufficiency.

For more information about the AC-OCAP Request for Partnership (RFP) go to **www.AC-OCAP.com** or contact staff by email at **AC-OCAP@Oaklandnet.com** or call 510-238-2362.

The CSBG Catalog of Federal Domestic Assistance number is 93.569 and for more information on the United States Department of Health and Human Services Administration for Children and Families Office of Community Services visit (<http://www.acf.hhs.gov/programs/ocs/programs/csbg>).

iSupplier: All who wish to participate in this RFP must register through iSupplier at (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>). Please register in order to receive updates on this RFP and direct notification of future bid opportunities. Free copies of the RFP documents and Addenda (if any) are available in iSupplier. If you experience technical difficulties with registration, please send an email to isupplier@oaklandnet.com and advise that you need to expedite registration for this RFP.

B. PROGRAM FOCUS AREAS

Proposed programs and services must promote self-sufficiency and/or improve the conditions of Alameda County (excluding the City of Berkeley) residents **living at or below 100% of the HHS federal poverty guidelines** (<https://aspe.hhs.gov/poverty-guidelines>) in **one** of the following areas: **Job Training & Employment Placement OR Housing & Community Development.**

<i>Job Training & Employment Placement</i>	<i>Housing & Community Development</i>
<p><i>Purpose:</i></p> <p>Support employment focused programs and services that address job training and employment placement which include education/GED and internships or micro enterprise/self employment opportunities for adults, youth 16 and older , foster youth, seniors, re-entry population, veterans, and the homeless; and</p> <p>Provide wraparound/bundle services that assist low-income individuals and families with support in the areas such as Behavioral Health/Covered CA, Food Security/Cal Fresh, Bank On Oakland, Earned Income Tax Credit, and other income support services as it relates to job training and employment placement.</p>	<p><i>Purpose:</i></p> <p>Support programs and services that provide shelter/transitional, stable and affordable housing or home ownership or asset building/financial empowerment opportunities; and</p> <p>Provide wraparound/bundle services that assist low-income individuals and families with support in the areas such as Behavioral Health/Covered CA, Food Security/Cal Fresh, Bank On Oakland, Earned Income Tax Credit, and other supportive services as it relates to housing and community development.</p>

C. RFP ELIGIBILITY REQUIREMENTS

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

Note:

Agencies applying to serve Oakland’s low-income residents **MUST** have a physical location located **in** the City of Oakland.

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

For 2016, the Department of Health and Human Services federal poverty guidelines are as follows:

Size of Family Unit or Number in Household	100% Level Monthly Income	Annual Income
1	\$990.00	\$11,880
2	\$1,335.00	\$16,020
3	\$1,680.00	\$20,160
4	\$2,025.00	\$24,300
5	\$2,370.00	\$28,440
6	\$2,715.00	\$32,580
7	\$3,060.83	\$36,730
8	\$3,407.50	\$40,890
For families/households with more than 8 persons, add \$4,160/year for each additional person		

Source: 2016 U.S. Dept. of Health & Human Services Poverty Guidelines: <https://aspe.hhs.gov/poverty-guidelines>

Through the RFP process, approximately 10 programs will receive a 3-year CSBG grant ranging from **\$25,000 - \$50,000** per calendar year, contingent on funding. The maximum annual award amount is **\$50,000** for services provided to Oakland’s low-income residents; and **\$50,000** for services provided to Alameda County’s (excluding the City of Berkeley and Oakland) low-income residents. **Therefore, if an applicant is providing services to both Oakland and Alameda County low-income residents, the total maximum grant award is \$100,000 per calendar year.** Agencies are strongly advised to apply for only **ONE** primary focus area; either **Job Training & Employment Placement OR Housing & Community Development.**

During the funding cycle for calendar years 2017–2019, grants will be awarded for three consecutive twelve-month periods: January 1, 2017 – December 31, 2017; January 1, 2018–December 31, 2018; and January 1, 2019–December 31, 2019. **The second and third years of funding will be contingent upon the program’s prior year performance, City Council’s approval, and the level of federal and state CSBG funding received.**

Although there is no explicit match required, CSBG leverages funds, community collaborations, and resources to maximize the impact to low-income residents throughout Alameda County.

D. 2017-2019 RFP TIMELINE*

Date	Activity
Monday, August 8, 2016	RFP release date
Friday, August 19, 2016	(Optional) Bidder's Conference (10am-12pm City Hall 1 Frank H. Ogawa Plaza, 2 nd Floor, HR. 4)
Monday, September 12, 2016	RFP applications due by 4:30pm at 150 Frank H. Ogawa Plaza, 4 th Floor, Suite 4340 (Late Submissions and Postmarks NOT Accepted)
Tuesday, September 13, 2016 – Wednesday, November 9, 2016	Evaluation of applications
Monday, November 14, 2016	Administering Board Meeting. Full Board reviews and approves 2017 – 2019 AC-OCAP programming. All awards are at the discretion of the AC-OCAP Administering Board and are not solely based on ranking.
November – December 2016	Formal announcement of award (contingent on CSBG funding). Grant agreement/MOU negotiation.
January 1, 2017	Program implementation

* Dates are subject to change

E. RFP EVALUATION PROCESS

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

- **History of agency's ability and capacity to provide service**
- **RFP application is in alignment with AC-OCAP's mission and vision**
- **Clear problem statement, supported by data**
- **Program services and target population consistent with low-income demographics**
- **Program activities, wraparound/bundled services, staffing, delivery, outreach/marketing strategies, client eligibility procedure and measurable self-sufficiency outcomes**
- **Program leverages community collaborations and resources**
- **Clear staffing plan that demonstrates agency's ability to implement proposed program**
- **Geographic location(s) and accessibility of program and services**
- **Evaluation plan demonstrates agency's ability and capacity to measure program effectiveness**
- **Requested funding appropriate to proposed level of impact**

The Administering Board and its committees will review and consider each completed RFP application's evaluation, score, and alignment with AC-OCAP's mission and vision. All awards are at the discretion of the AC-OCAP Administering Board and are not solely based on ranking. Preliminary funding notifications will be announced by December 2016, after the Administering Board meets to approve the 2017–2019 grantees.

F. POST AWARD REQUIREMENTS

After grant award announcements are made, grantees will work with staff to develop a grant agreement/ Memorandum of Understanding (MOU). Grant agreements/MOUs with funded agencies will not be considered complete until **all** documents and assurances are submitted.

G. REPORTING REQUIREMENTS

Grantees must have an intake form and process for screening and documenting CSBG eligible households living at or below 100% of the HHS federal poverty guidelines; and tracking and submitting timely reports on outcomes, employment data, program activities, and client characteristics (demographics) on unduplicated clients. In addition, grantees must make an annual presentation before the Administering Board; participate in yearly fiscal/program monitoring and AC-OCAP's annual community events; and promote the County's Earned Income Tax Credit (EITC) campaign, Bank On Oakland initiative, and county benefit enrollment (TANF/GA/Medi-Cal/Covered CA/Cal Fresh) efforts.



Request for Partnership (RFP)
Application Instructions
Calendar Years 2017-2019

H. RFP APPLICATION INSTRUCTIONS

The following instructions provide a guideline for completing the 2017–2019 RFP. All programs must focus on **either** outcome-based Job Training and Employment Placement **or** Housing & Community Development for low-income residents **living at or below 100% of the HHS federal poverty guidelines** in Oakland and throughout Alameda County (excluding Berkeley).

Applicants are **required to use and attach** the enclosed “Application Checklist” (see page B) to ensure a complete 2017 - 2019 RFP package.

All forms are mandatory. Enter N/A for “Not applicable” where appropriate and **return ALL forms with your application, or your application may be disqualified.** For narrative sections, please use single-spaced, 1-inch margins, standard 12-point font and **do not** print pages double-sided. Clip your application together (**no staples please**).

Send or deliver **an original plus four copies** (a total of **five** applications) to the following address: City of Oakland, Human Services Department, AC-OCAP, 150 Frank H. Ogawa Plaza, 4th Floor, Suite 4340, Oakland, CA 94612, **by 4:30pm, Monday, September 12, 2016. No late applications or postmarks will be accepted.**

SECTION I: APPLICATION FOR PARTNERSHIP COVERSHEET & CHECKLIST

Please complete the application coversheet according to the following instructions. (See page A)

1) Agency

- Enter the name of the agency applying for funding.

2) Program Title

- Enter the title of the proposed AC-OCAP funded program.

3) Service Area(s)

- Check the proposed program service area(s) that applies. Please note, if you are applying for funding to provide services to low-income residents in the City of Oakland and Alameda County, check **both** boxes.

4) Primary Program Focus Area

- Agencies are strongly advised to apply for only **ONE** primary focus area; either **Job Training & Employment Placement OR Housing & Community Development.**

5) Total Number of Unduplicated Individual Clients to be Served per Year

- Enter the number of unduplicated individual clients who are at or below 100% of the HHS federal poverty guidelines your proposed program will serve per year. (See guidelines on page 4)

6) Program Description

- Briefly describe your proposed program, including measurable outcomes in *100 words or less*.

7) Amount Requested

- Enter the total amount being requested for AC-OCAP funding.
- RFP applications for Oakland have a maximum request of **\$50,000** per year; RFP applications for Alameda County (**excluding** the Cities of Berkeley & Oakland) have a maximum request of **\$50,000** per year. **Therefore, if an applicant is providing services to both Oakland and Alameda County low-income residents, the total maximum grant request is \$100,000 per calendar year.**

8) Program Start Date and Program End Date

- Indicate the proposed start and end date of your program. Please note, AC-OCAP funding is based on a

calendar year (**Jan.–Dec.**), not a fiscal year.

9) Fiscal Agent

- If you have a fiscal agent, provide the name of the agency to appear on the Grant Agreement/MOU if awarded. If you do not have a fiscal agent, enter “N/A.”

10) Federal Tax ID #

- If the applicant is a non-profit agency, enter the Federal Tax ID # of the applicant. Public agencies enter “N/A”.

11) RFP Contact Person

- Enter the name of the primary contact person responsible for this RFP application.

12) Title

- Enter the title of the person listed as the contact person.

13) Street Address

- Enter the street address for the agency.

14) City, State, Zip

- Enter the city, state, and zip code for the agency.

15) Phone Number

- Enter the phone number for the primary contact person.

16) Email

- Enter the email address for the primary contact person.

17) Fax Number

- Enter the fax number for the agency.

18) Agency’s Website

- If your agency has a website, provide the name and address of your website.

19) Executive Director’s Signature/Name, Date, Phone Number and Email (Required)

- The application **must** be signed and dated by the non-profit agency’s Executive Director or public entity Director.

20) Application Checklist

- Applicants are **required** to use and attach the enclosed “Application Checklist” (see page B) to ensure a complete 2017 - 2019 RFP package. **Incomplete applications may be disqualified.**

SECTION II: PROGRAM TARGET POPULATION & SERVICE AREA(S)

Complete the enclosed grid (see page C) by checking all categories that apply to your proposed program.

Agencies are **required** to provide services to Alameda County low-income residents (excluding the City of Berkeley) according to the Department of Health and Human Services Federal Poverty Guidelines (see guidelines on page 4).

SECTION III: PROGRAM NARRATIVE

The program narrative shall **not** exceed five (5) single-spaced pages, 1-inch margins, standard 12-point font, and single-sided.

Please address the ways in which your agency will provide services in **one** of the following areas: **Job Training & Employment Placement OR Housing & Community Development** (see page 3 for details). We strongly encourage applicants to utilize the 2015 - 2016 Alameda County-Oakland Community Action Partnership needs assessment plan located on our website at www.AC-OCAP.com as a reference tool.

The sections below are guidelines to writing the Program Narrative. **Please label each narrative section clearly.**

1) History of Agency and Alignment with AC-OCAP

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

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

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

2) Problem Statement

- Describe the target population living at or below 100% of the HHS federal poverty guidelines and their need based on research and data to show the magnitude of the need or issue.

3) CSBG Client Eligibility/Intake Procedure

- Please describe how your agency’s intake form will integrate, verify, and document Community Services Block Grant (CSBG) eligibility for households to be served by this grant living at or below 100% of the HHS federal poverty guidelines.
- Intake forms/procedures **must** screen based on the U.S. Department of Health & Human Services’ CSBG poverty guidelines (**Not the Department of Housing & Urban Development or Department of Labor**). (See guidelines on page 4)

4) Outreach/Marketing Strategies

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

5) Program Delivery Strategy and Site Location(s)

- Describe plans for program delivery.
- Please list all of the program’s **geographic location(s)** and population(s) served as it relates to impoverished areas. (**Required**).
- **Note:** Agencies applying to serve Oakland’s low-income residents **MUST** have a physical location located **in** the City of Oakland.

6) Program Activities, Wraparound/Bundle Services, Community Collaborations and Resources

- Describe implementation plans for program activities that include wraparound/bundle services that assist low-income individuals and families with support in the areas such as Behavioral Health/Covered CA, Temporary Aid to Needy Families (TANF), General Assistance (GA), Food Security/Cal Fresh, Bank On Oakland, Earned Income Tax Credit (EITC), and other income support services.
- Highlight collaborative efforts and resources with local partners and indicate the level of interaction.

7) Staffing

- Describes plans for program staffing.

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

- Briefly describe your measurable outcomes as they relate to your program activities for Year One (January – December 2017) and describe how these outcomes will assist individuals and families in becoming self-sufficient.
- Outcomes should be quantitative (**actual numbers in addition to percentage must be used**) and results

statements should measure the effect of your services.

Example: Proposed program will provide **200** seniors with stipend job training @ \$13/hr. Out of 200 seniors enrolled in training, **150** (75%) will obtain a job, and **50** (25%) will retain employment 90 days post-placement. Out of the **200** seniors served, **100** seniors will become banked.

9) Program Evaluation

- Describe agency's capacity to measure and track program outcomes. Explain the data collection methods that will be used, such as pre-post surveys, customer/client satisfaction surveys, computer software, and interviews with clients.
- If the proposed program has previously been evaluated formally or informally, include the evaluation results or findings as an attachment to your application.

SECTION IV: TOTAL YEAR ONE PROGRAM BUDGET

The maximum annual award amount is **\$50,000** for services provided to Oakland's low-income residents; and **\$50,000** for services provided to Alameda County's (excluding the City of Berkeley/ Oakland) low-income residents. **Therefore, if an applicant is providing services to both Oakland and Alameda County low-income residents, the total maximum grant award is \$100,000 per calendar year.**

The **Excel** Program Budget and a completed sample budget are available on the AC-OCAP website at www.AC-OCAP.com. An example is also available in Appendix A. The subtotals and totals on the **Excel** budget will calculate automatically. Please note the proposed Oakland and/or Alameda County program budget should **only** cover expenses and leveraged match funding that will be incurred for the **first year**. All line items listed on the Program Budget form are considered eligible costs for this grant. AC-OCAP **does not** support fundraising costs, lobbying, or capital improvements, but it may be included in your program's budget as part of your leveraged funding.

1) ENTER AGENCY'S NAME ON THE TOP OF THE EXCEL PROGRAM BUDGET.

2) SECTION A: PERSONNEL

- **Staff Position(s):** Enter each staff position that will work on the funded program.
- **Base Salary:** Enter each staff position total salary.
- **Program % Time:** Enter the percent of time each staff person will spend working on the funded program.

*For example: Case Manager has a base salary of \$30,000, and works 50% on the **funded** program, so $\$30,000 \times 50\% = \$15,000$.*

- **Total Program Budget Column:** This column will automatically calculate the Base Salary x Program % Time (excel formula).
- **Funds Requested Columns:** Enter the funds requested for each staff position listed.
- **Leveraged Match Column:** This information will automatically populate (excel formula).
- **Salary Subtotal:** This information will automatically populate (excel formula).
- **Fringe Benefits:** Enter the **percent** and **dollar amount** under the Total Program Budget. This line item includes all non-Salary personnel costs such as benefits, taxes, and insurance, if applicable.
- **Funds Requested Column:** Enter the funds requested amount for fringe benefits.
- **Leveraged Match Column:** This information will automatically populate (Excel formula).
- **Consultant Position(s):** Enter each consultant position that will work on the funded program.
- **Base Salary:** Enter each consultant position total salary.
- **Program % Time:** Enter the percent of time each consultant person will spend working on the funded program.

For example: Consultant: Part-time GED Instructor has a base salary of \$25,000 and works 100% on the

funded program, so $\$25,000 \times 100\% = \$25,000$.

- **Total Program Budget Column:** This column will automatically calculate the Base Salary x Program % Time (Excel formula).
- **Funds Requested Column:** Enter the funds requested for each consultant position listed.
- **Leveraged Match Column:** This information will automatically populate (Excel formula).
- **Personnel Subtotal:** This information will automatically populate (Excel formula).

3) SECTION B: OTHER DIRECT COST(S)

- **Total Program Budget Column:** Enter the program total for each “Other Direct Cost(s).”
- **Funds Requested Column:** Enter the funds requested amount for each “Other Direct Cost(s).”
- **Leveraged Match Column:** This information will automatically populate (Excel formula).
- **Subtotals for Other Direct Cost(s):** This information will automatically populate (Excel formula).

4) SECTION C: INDIRECT COST(S) (AC-OCAP imposes a **12%** Indirect Cost cap)

- **Budget Item:** Enter a description for each Indirect Cost(s).
- **Total Program Budget Column:** Enter the program total for each Indirect Cost(s).
- **Funds Requested Column:** Enter the funds requested amount for each Indirect Cost(s).
- **Leveraged Match Column:** This information will automatically populate (Excel formula).
- **Subtotals for Indirect Cost(s):** This information will automatically populate (Excel formula).

5) SECTION D: SUBCONTRACT(S)

Note: Subcontractors are agencies contracted to provide direct program services.

- **Budget Item:** Enter the name of each Subcontractor(s).
- **Total Program Budget Column:** Enter the program total for each Subcontract(s).
- **Funds Requested Column:** Enter the funds requested amount for each Subcontract(s).
- **Leveraged Match Column:** This information will automatically populate (Excel formula).
- **Subtotals for Subcontract(s):** This information will automatically populate (Excel formula).

6) SECTION E: PROGRAM TOTAL

- This information will automatically populate (Excel formula).

SECTION V: PROGRAM BUDGET NARRATIVE

Budget Narrative

- 1) Provide a **separate** justification for each CSBG requested line item for your Oakland and/or Alameda County program budget. Explain how **each** line item requested for funding is related to the operation of the **proposed** program and how the amount was determined. For example:
 - A. **Personnel:** 100% of the Program Director’s salary is requested for funding. The Program Director will be in charge of implementing the proposed program and responsibilities include program oversight, evaluation, monitoring of program staff, and other administrative duties.
 - B. **Other Direct Cost(s):** Program materials and supplies for this proposed program include handbooks and binders for each participant/client. At \$75 per client, with 60 total clients, the cost is \$4,500 per year. We are requesting AC-OCAP funds to pay for \$2,000 of the total cost.
 - C. **Indirect Cost(s):** Costs associated with the program, such as administrative staff. For example: 10% of the Finance Director’s salary is requested for funding. The Finance Director is responsible for managing agency and program budgets, analyzing and reporting on finances to the Board, and other administrative duties. *Note that AC-OCAP imposes a 12% Indirect Cost cap*
 - D. **Subcontracts:** Costs associated with contractors hired to provide direct program services.
 - E. **Program Total:** Total program budget, including personnel, other direct costs, indirect costs, and

subcontracts.

- 2) Please explain how your organization will sustain the program beyond AC-OCAP's funding.
- 3) Please provide a cost per person served compared to national average, if available, and provide source.
Example: We are requesting a total of \$50,000 out of a total program budget of \$100,000 to help serve and support 40 unduplicated youth in our job training & employment placement program with an average total cost per unit of \$2,500 ($\$100,000/40 = \$2,500$) where the national average is \$3,000. Source: U.S. Department of Labor, WIOA.
- 4) Please describe your agency's accounting systems and/or processes for administering grant funds.

SECTION VI: OTHER 2016 SECURED FUNDING

AC-OCAP would like to know more about your agency's ability to leverage match funds for this specific program from the City of Oakland and non-City sources. Use the enclosed form (see page G) to report 2016 secured funding and indicate whether your agency has received funding from Community Action in the past. Enter the dollar amounts from each source for the calendar year 2016 and then calculate the sum of all revenues from sources 1–9 to provide a total.

SECTION VII: ATTACHMENTS (SEE PAGE H)

- 1) **Agency Budget (1-2 pages)**
Include a copy of your **agency's** operating budget.
- 2) **Signed Authorization Letter from Chairperson of Board of Directors on letterhead**
For **non-profit** agencies, please attach a letter on letterhead from the Chairperson of your Board giving authorization to apply for funding. **Signature is required on the letter. In lieu of a letter, agencies can submit an authorizing Board resolution with the submission of the AC-OCAP RFP application.**
- 3) **Board of Directors List**
For **non-profit** agencies, please attach a Board of Directors' list, their affiliations and how often the board meets. Please note, per state and federal guidelines, board members should not represent a conflict of interest on behalf of the agency.
- 4) **Qualifications of Program Staff for proposed AC-OCAP funded program only**
Please attach resumes of staff responsible for the proposed AC-OCAP funded program within your agency. If staff has not yet been hired, please attach a job description.
- 5) **Not Required: Program Evaluation Results**
If the proposed program has previously been evaluated formally or informally, include the evaluation results or findings.

SECTION VIII: CITY BUSINESS FORMS

iSupplier Registration: All who wish to participate in this RFP must register through iSupplier at (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>) in order to receive updates on this RFP and direct notification of future bid opportunities. Free copies of the RFP documents and Addenda (if any) are available in iSupplier. If you experience technical difficulties with registration, please send an email to isupplier@oaklandnet.com and advise that you need to expedite registration for this RFP.

Please allow 3 working days for the registration and approval process. Upon completion of your iSupplier registration,

please send an email to DCPCA@oaklandnet.com with “RFP for AC-OCAP” as the subject and advise of registration completion. DCPCA will reply via email with further instructions. You will receive an automated email from the iSupplier system confirming your registration. Retain this email to submit with your other RFP materials.

The City of Oakland requires all contractors to provide the documents listed below to ensure that they comply with applicable ordinances and laws. **The completed documents are mandatory and should be submitted with your application** (see page H). For questions about the required forms, please contact AC-OCAP at 510-238-2362 or AC-OCAP@oaklandnet.com, or Contract Compliance at 510-238-7524 or jchan@oaklandnet.com. Additional details regarding City forms are in Appendix B.

1. **Business Tax Certificate (Updated 8/22/2016)**

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

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

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

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

Collects information regarding your agency.

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

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

5. **Combined Contract Schedules:**

- 1) **Schedule B-1: Declaration of Compliance with the Arizona Resolution 82727**
- 2) **Schedule C-1: Declaration of Compliance with the Americans with Disabilities Act**
- 3) **Schedule D: Ownership, Ethnicity and Gender**
 - a) Part I: Ownership & Ethnicity of Prime
 - b) Part II: Certifications of DBE, MBE, SLEB, L/SLBE, etc.
 - c) Part III: Ethnicity and Gender of Employees
- 4) **Schedule K: Pending Dispute Disclosure**
- 5) **Schedule M: Independent Contractor Questionnaire**
- 6) **Schedule N: Living Wage – Declaration of Compliance**
- 7) **Schedule N-1: Equal Benefits – Declaration of Nondiscrimination**
 - a) Section A: Contractor Information
 - b) Section B: Compliance
- 8) **Schedule P: Nuclear Free Zone – Ordinance 11474 C.M.S.**
- 9) **Schedule U: Compliance Commitment Agreement**
- 10) **Schedule V: Affidavit of Non-Disciplinary or Investigatory Action**
- 11) **Oakland’s Minimum Wage Law**
- 12) **Affirmative Action**



Request for Partnership (RFP)
Grant Application

Calendar Years 2017-2019

I. 2017 - 2019 RFP APPLICATION FORMS**SECTION I: APPLICATION FOR PARTNERSHIP COVERSHEET & CHECKLIST**

Agency: _____

Program Title: _____

Service Area(s):

 City of Oakland Alameda County, excluding the Cities of Berkeley & Oakland

Primary Program Focus Area (only check one):

 Job Training & Employment Placement Housing & Community Development

Total number of unduplicated individual clients living at or below 100% of the HHS federal poverty guidelines to be served per year:

City of Oakland: _____

Alameda County: _____

Program Description- include measureable program outcome(s) (100 words maximum):

Oakland Amount Requested (Max. \$50,000 per yr)

Alameda Co. Amount Requested (Max. \$50,000 per yr)

Program Start Date: _____

Program End Date: _____

Fiscal Agent: _____

Federal Tax ID#: _____

RFP Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

Fax Number: _____

Agency's Website (if any): _____

X _____
Executive Director's Signature/Date(_____) _____
Phone numberX _____
Printed Executive Director's Name_____@_____
Email**Send or deliver an original plus four copies
(a total of five applications) of the completed packet to:**City of Oakland Human Services Department: AC-OCAP
150 Frank Ogawa Plaza, 4th Floor, Ste 4340
Oakland, CA 94612**Register in iSupplier:** All those who wish to participate in this RFP must register through [iSupplier](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm) at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm> in order to receive updates on this RFP.**by 4:30pm on Monday, September 12, 2016
(Late submissions and Postmarks will NOT be accepted)**

For questions, please call (510) 238-2362

Application Checklist (REQUIRED)
2017 - 2019 RFP AC-OCAP

Applicants are **required** to complete and attach “Application Checklist”. **Incomplete applications may be disqualified.**

- 1 original and 4 copies of complete packet
 - Application for Partnership Coversheet (with Executive Director’s signature)
 - Program Target Population and Service Area(s)
 - Program Narrative (**5 pages maximum, single-spaced**)
 - Total Year One Program Budget
 - Program Budget Narrative
 - Other 2016 Secured Funding
 - Agency’s Budget (1-2 pages)
 - Signed Authorization Letter or Board Resolution *
 - Board of Directors List *
 - Qualifications of Program Staff - Resumes & Job Descriptions
 - Required** Oakland Business Tax Certificate (updated 8/22/2016)
 - IRS letter of non-profit status*
 - Proof of registration in iSupplier (confirmation email)
 - Schedule E: Project Consultant Team Listing
 - Schedule O: Contractor Acknowledgement of City of Oakland Campaign Contributions Limit
- Combined Contract of Schedules:**
 1. Schedule B-1: Declaration of Compliance with Arizona Resolution 82727
 2. Schedule C-1: Declaration of Compliance with the Americans with Disabilities Act
 3. Schedule D: Ownership, Ethnicity, and Gender
 4. Schedule K: Pending Dispute Disclosure
 5. Schedule M: Independent Contractor Questionnaire
 6. Schedule N: Living Wage – Declaration of Compliance
 7. Schedule N-1: Equal Benefits – Declaration of Nondiscrimination
 8. Schedule P – Nuclear Free Zone – Ordinance 11474 C.M.S.
 9. Schedule U – Compliance Commitment Agreement
 10. Schedule V – Affidavit of Non-Disciplinary or Investigatory Action
 11. Oakland’s Minimum Wage Law
 12. Affirmative Action
- * **Not applicable, for public entities applicants**

SECTION II: PROGRAM TARGET POPULATION AND SERVICE AREA(S)

Please indicate the population and the program service area(s) as it relates to your proposed program.

Check all those that apply in each category.

Primary Recipients	Service Area(s)
<input type="checkbox"/> Low-income per Federal Poverty Guideline (Required)	<p>Oakland:</p> <input type="checkbox"/> North Oakland <input type="checkbox"/> West Oakland <input type="checkbox"/> Downtown <input type="checkbox"/> San Antonio <input type="checkbox"/> Fruitvale <input type="checkbox"/> Elmhurst/Sobrante Park/Eastmont/Brookfield <input type="checkbox"/> Central East Oakland/Seminary/Havenscourt <input type="checkbox"/> Others, please specify: _____ _____ _____
<p>Race/Ethnicity</p> <input type="checkbox"/> African-American <input type="checkbox"/> Asian American/Pacific Islander <input type="checkbox"/> Latino/Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian <input type="checkbox"/> No specific race/ethnic target group	
<p>Target Populations</p> <input type="checkbox"/> Unemployed <input type="checkbox"/> Homeless <input type="checkbox"/> Families <input type="checkbox"/> Individuals/Adults <input type="checkbox"/> Seniors <input type="checkbox"/> Children/Youth <input type="checkbox"/> Foster Youth <input type="checkbox"/> Young Adults (16 – 26 yrs old) <input type="checkbox"/> Previously Incarcerated <input type="checkbox"/> Disabled <input type="checkbox"/> Veterans <input type="checkbox"/> Others, please specify: _____ _____ _____	
	<p>Alameda County: (excluding the City of Berkeley and Oakland)</p> <input type="checkbox"/> Alameda City <input type="checkbox"/> Albany <input type="checkbox"/> Ashland <input type="checkbox"/> Castro Valley <input type="checkbox"/> Cherryland <input type="checkbox"/> Dublin <input type="checkbox"/> Emeryville <input type="checkbox"/> Fairview <input type="checkbox"/> Fremont <input type="checkbox"/> Hayward <input type="checkbox"/> Livermore <input type="checkbox"/> Newark <input type="checkbox"/> Piedmont <input type="checkbox"/> Pleasanton <input type="checkbox"/> San Leandro <input type="checkbox"/> San Lorenzo <input type="checkbox"/> Sunol <input type="checkbox"/> Union City <input type="checkbox"/> Others, please specify: _____ _____ _____

SECTION III: PROGRAM NARRATIVE (NOT TO EXCEED 5 PAGES)

- 1) **History of Agency and Alignment with AC-OCAP**

- 2) **Problem Statement**

- 3) **CSBG Client Eligibility/Intake Procedure**

- 4) **Outreach/Marketing Strategies**

- 5) **Program Delivery Strategy and Site Location(s)**

- 6) **Program Activities, Wraparound/Bundle Services, Community Collaborations and Resources**

- 7) **Staffing**

- 8) **Measurable Program Outcomes**

- 9) **Program Evaluation**

SECTION IV: TOTAL YEAR ONE PROGRAM BUDGET CFDA # 93.569 FEDERAL FUNDS

AGENCY:
 TOTAL YEAR ONE PROGRAM BUDGET
 Period of Performance: January 1, 2017 –December 31, 2017
 CFDA # 93.569 Federal Funds

DIRECT COSTS			Total Program Budget	OAKLAND Funds Requested	ALAMEDA COUNTY Funds Requested	Leveraged Match
A. PERSONNEL						
Staff Positions	Base Salary	Program %				
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
Salary Subtotal			-	-	-	-
Fringe Benefits			-	-	-	-
Consultant:						-
Consultant:			-	-	-	-
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						-
Grants						-
Stipends						-
Other (Explain)						-
						-
OTHER DIRECT COSTS SUBTOTAL			-	-	-	-
C. INDIRECT COSTS (12% Cap)						
						-
INDIRECT COSTS SUBTOTAL			-	-	-	-
D. SUBCONTRACTS						
						-
SUBCONTRACTS SUBTOTAL			-	-	-	-
E. PROGRAM TOTAL						
			-	-	-	-

SECTION V: PROGRAM BUDGET NARRATIVE

Program Budget Narrative

1) Provide a **separate** justification for each requested line item for your Oakland and/or Alameda County budget (see instruction page 11).

A. Personnel:

B. Other Direct Costs:

C. Indirect Costs (12% cap):

D. Subcontracts:

E. Program Total:

2) Please explain how your organization will sustain the program beyond AC-OCAP's funding.

3) Please provide a cost per person served: \$_____ compared to national average (provide source).

4) Accounting: Please describe your agency's accounting systems and/or processes relevant to administering grant funding.

SECTION VI: OTHER 2016 SECURED FUNDING

Please provide a brief summary of funding that was secured for the proposed program in **2016**. If the program is new, please check the box below, and continue to the next section.

The proposed program is new and has not secured funding in the past year.

City & Other Revenues	Calendar Year 2016
1) Community Action Partnership Grant (grant received)	
2) Community Development Block Grant (CDBG). Specify purpose of grant below):	
3) Oakland Fund for Children & Youth (OFCY/Measure K)	
4) Oakland Unite Violence Prevention	
5) Community Housing Services (CHS)	
6) Workforce Innovation and Opportunity Act (WIOA)	
7) Other City Funds (specify source and purpose of each below)	
8) Alameda County Grants	
9) All other Revenues (State/Federal funds/Foundations)	
ALL REVENUES (Add amounts from sources 1–9)	

Please indicate if your agency has received funding from Community Action in the past.

- Yes (indicate years) _____
- No

SECTION VII: ATTACHMENTS

1. Agency's Budget
2. Signed Authorization Letter **or** Resolution from Board
3. Board of Directors List
4. Qualifications of proposed AC-OCAP funded Program Staff (resumes/job descriptions)
5. Not required: Program Evaluation Results. If the proposed program has previously been evaluated formally or informally, include the evaluation results or findings as an attachment to your application.

SECTION VIII: CITY BUSINESS FORMS

All schedules can be found on the Contracts and Compliance website at:

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

Please include proof of registration in iSupplier (confirmation email)

1. **Required** Oakland Business Tax Certificate (updated 8/22/2016)
2. IRS letter of non-profit status
3. [Schedule E](#): Project Consultant Team Listing
<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf>
4. [Schedule O](#): Disclosure of Campaign Contributions Form
<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf>
5. [Combined Contract Schedules](#):
<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak050306.pdf>
 1. **Schedule B-1 – Declaration of Compliance with the Arizona Resolution 82727**
 2. **Schedule C-1 – Declaration of Compliance with the Americans with Disabilities Act**
 3. **Schedule D – Ownership, Ethnicity and Gender**
 - Part I – Ownership & Ethnicity of Prime
 - Part II – Certifications of DBE, MBE, SLEB, L/SLBE, etc.
 - Part III – Ethnicity and Gender of Employees
 4. **Schedule K – Pending Dispute Disclosure**
 5. **Schedule M – Independent Contractor Questionnaire**
 6. **Schedule N – Living Wage – Declaration of Compliance**
 7. **Schedule N-1 – Equal Benefits – Declaration of Nondiscrimination**
 - Section A. Contractor Information
 - Section B. Compliance
 8. **Schedule P – Nuclear Free Zone – Ordinance 11474 C.M.S.**
 9. **Schedule U – Compliance Commitment Agreement**
 10. **Schedule V – Affidavit of Non-Disciplinary or Investigatory Action**
 11. **Oakland's Minimum Wage Law**
 12. **Affirmative Action**

APPENDIX A: 2017 PROGRAM SAMPLE BUDGET

DIRECT COSTS			Total Program Budget	OAKLAND Funds Requested	ALAMEDA COUNTY Funds Requested	Leveraged Match
A. PERSONNEL						
Staff Positions	Base Salary	Program %				
Case Manager, LCSW, FT	65,000	50%	32,500		-	32,500
Employment Specialist, FT	55,000	100%	55,000		30,000	25,000
Director of Employment Services, FT	85,000	100%	85,000	-	-	85,000
Salary Subtotal			172,500	-	30,000	142,500
Fringe Benefits		25%	43,125		2,000	41,125
Consultant: GED Instructor, PT	25,000	100%	25,000	-	-	25,000
PERSONNEL SUBTOTAL			240,625	-	32,000	208,625
B. OTHER DIRECT COSTS						
Duplicating/Copying			5,000			5,000
Equipment Lease Agreements						-
Equipment/Furniture Purchase						-
Facility Rental						-
General Office Supplies/Software			10,000		10,000	-
Postage			1,000			1,000
Program Materials and Supplies			10,000		5,000	5,000
Telephone/Internet/Communications						-
Travel/Transportation			5,000		3,000	2,000
Grants						-
Stipends						-
Other (Explain)						-
OTHER DIRECT COSTS SUBTOTAL			31,000	-	18,000	13,000
C. INDIRECT COSTS (12% Cap)						
						-
						-
INDIRECT COSTS SUBTOTAL			-	-	-	-
D. SUBCONTRACTS						
						-
						-
SUBCONTRACTS SUBTOTAL			-	-	-	-
E. PROGRAM TOTAL			271,625	-	50,000	221,625

COMPLIANCE WITH CITY OF OAKLAND COUNCIL POLICIES

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

For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/government/o/CityAdministration/d/CP/s/RegisterthroughiSupplierasaVendorContractor/index.htm>.

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.

- iSupplier Registration/Login:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>. New registrants can email isupplier@oaklandnet.com for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier
- iSupplier Plan Holders List:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/Construction/index.htm>

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)
 - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
 - b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
 - c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

- d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.**
- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j) Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City

Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

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

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

- a) Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Rates are adjusted effective July 1st of each year.**
- b) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.93 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d) Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to:
<http://www.irs.gov>, and
<http://www.irs.gov/individuals/article/0,,id=96466,00.html>

- e) Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

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

6. Equal Benefits Ordinance

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

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

twenty-nine (29) days in any calendar year.

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

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

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

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

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

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://www2.oaklandnet.com/government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice

and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

8. Non-Discrimination/Equal Employment Practices

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

- a) Contractor and Contractor's 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 Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f) The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g) All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h) The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against

Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.

- i) In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j) In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

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

10. Pending Dispute Disclosure Policy:

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

11. 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.

12. 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.

13. Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement

14. Insurance Requirements

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (Schedule Q). A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

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

15. 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.

16. 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.

17. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the

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

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

Contract Analyst: Jasmine Chan, 510-238-7524, jchan@oaklandnet.com
Compliance Officer: Sophany Hang, 510-238-3723, shang@oaklandnet.com

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

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

21. 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.

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

23. 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.

24. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

25. 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.

