



City of Oakland
Ed Reiskin, City Administrator

REQUEST FOR PROPOSALS

for

**FEASIBILITY STUDIES FOR TWO NEW LIBRARIES:
HOOVER BRANCH LIBRARY (PROJECT NO. 1004856)
AND
MAIN LIBRARY (PROJECT NO. 1004858)**

Oakland Public Works Department (OPW)
Bureau of Design and Construction
Project and Grants Management Division
250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612
Telephone: (510) 238-7395
Project Manager: Calvin Hao

June 2021

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I. Project Information

A. REQUEST FOR PROPOSALS (RFP) NOTICE

The City of Oakland (City) seeks proposals from professional consulting firms or teams with demonstrated experience in preparing feasibility studies for public library facilities. For the Hoover-Durant Branch Library, the consultants must demonstrate capacity and experience in community facilities, including one person experienced in the development of branch library facilities. The firms or teams must possess demonstrable experience and a strong background in effective, inclusive outreach and engagement with diverse communities impacted by racial disparities and various public agencies; strategic facilities planning; capital funding strategy; and programming, resource needs, and design of libraries. The proposing teams shall possess experience in identifying and examining viable, creative financing strategies or other potential funding sources to design, construct, and operate the new and/or expanded facilities. The teams shall include professionals for holistic building assessments (i.e. structural and specialty engineering, cost estimating, building science, mechanical, electrical and plumbing engineers specializing in resiliency and energy sustainability, etc.)

This RFP solicits feasibility studies for two distinct facilities (a new **Hoover Branch Library** and a relocated or expanded **Main Library**) for the Oakland Public Library (OPL). Interested firms may submit a proposal for either the Hoover Branch (Option A), the Main Library (Option B), or both facilities (Option C). Separate proposals for each facility are required since they will be scored and ranked separately. Teams interested in both facilities must include a detailed explanation of the strategy and workload capacity for managing and coordinating the resources needed to conduct both studies in parallel, not in tandem. It is possible that a single firm may be offered both projects if they are the highest scoring team for each proposal.

The vision for a new branch library in the Hoover-Foster (aka Hoover Durant) neighborhood in West Oakland and an expanded or relocated Main Library are two of the recommendations from the 2006 OPL Master Facilities Plan (MFP) for improving the library system. Based on an extensive Needs Assessment process, the MFP proposed a three-tier library system comprised of Neighborhood Libraries, Community Libraries, and the Main Library. It recommended developing new branch libraries in underserved areas such as the Hoover-Foster neighborhood of West Oakland and expanding the Main Library to support the system and provide a civic focal point.

Since the completion of the 2006 MFP, OPL's mission has continually evolved, as have the service needs of Oakland's increasing population, especially in the Downtown area and changing demographics. As part of the consultants' feasibility study scope, the firms shall update the Needs Assessment and validate the recommendations specifically for the Hoover Branch and the Main Library from the 2006 MFP, however the City is also interested in receiving proposals to perform a comprehensive update to the MFP. If authorized, such a

comprehensive update shall not substantively delay or negatively affect the completion of the feasibility studies.

The studies are funded by the Measure KK bond, a \$600 million infrastructure bond measure that Oakland voters approved in 2016 that would, among other goals, “invest in neighborhoods throughout Oakland byproviding funds for facility improvements, such as, neighborhood recreation centers, playgrounds, and libraries...”

The City anticipates only authorizing services necessary to complete the feasibility studies. Upon completion of the studies and/or sufficient project funding, and at the City’s sole option under this RFP solicitation, the City may authorize any combination of additional services such as grant application support; research; design phase services from pre-design/planning phase through construction documents phases; preparation of technical specifications; bidding services; and construction administration.

The awarded firm(s) will work directly with City staff from OPL and the Project and Grants Management Division (PGM) of Oakland Public Works (OPW). At the direction of City staff, the consultant(s) shall coordinate with partner stakeholder groups such as the Library Advisory Commission (LAC), Friends of the Oakland Public Library, Friends of the Main Library, Friends of the Oakland History Center, and Friends of Hoover Durant Public Library (FOHDPL).

In addition, consultants for the Hoover and Main Feasibility Studies will be required to coordinate their efforts and deliverables to ensure a unified, executable, and comprehensive updated Library Master Plan to be prepared by the consultant leading the Main Library Feasibility Study.

Voluntary Pre-Proposal Meeting: July 15, 2021 at 11:00 AM. The meeting will be held remotely through Zoom and subject to recording for note-taking purposes only.

Join Zoom Meeting

<https://zoom.us/j/91592430879?pwd=eFZRMmFVQS9TUjVRVHdwY04rRGhPQT09>

Meeting ID: 915 9243 0879

Passcode: 237908

One tap mobile

+16699006833,,91592430879#,,,,*237908# US (San Jose)

+13462487799,,91592430879#,,,,*237908# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 915 9243 0879

Passcode: 237908

Find your local number: <https://zoom.us/j/aeSXebLGk>

Questions Due: 2:00 PM, July 30, 2021 by email to the OPW Project Manager. It is the Consultant's responsibility to ensure that the email has been received. Any addendum that materially changes the RFP solicitation shall be issued no less than 72 hours before the proposal deadline, unless the deadline is extended by said addendum.

Proposals Due: 2:00 PM, August 6, 2021. See Section IV for further information.

Oakland-certified Local Business Requirement: 50% minimum participation. Prime consultants should verify the L/ SLBE status of their sub-consultants prior to submittal. Firms unable to attend a voluntary pre-proposal meeting are encouraged to contact the assigned Contract Compliance Officer to ensure their understanding of the City's Local and Small Local Business Enterprise (L/SLBE) program. See Section VI.

Contract Term: To be determined.

Contact Information:

OPW Project Manager: Calvin Hao, chao@oaklandca.gov or (510) 238-7395

OPW Capital Contracts Division: Tamala Barnes, tbarnes@oaklandca.gov or (510) 238-7252

DWES Compliance Officer: Vivian Inman, vinman@oaklandca.gov or (510) 238-6261

RFP Documents and AB 2036 Compliance: RFP documents are only available digitally and provided free of charge through two websites listed below.

1. iSupplier: <https://www.oaklandca.gov/services/active-closed-opportunities> OR
2. CIPLIST.com: <https://ciplist.com/plans/?Oakland/city/9392>.

Separate Plan Holder lists are maintained by each site. The Summary of Received is posted only to the CIPLIST.com site. It is the responsibility of each prospective proposer to download and print all RFP/RFQ documents, including any addenda, and to verify the completeness of their printed documents before submitting a proposal or qualifications. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies, or omissions in any RFP/RFQ documents and/or information obtained from other sources. It is each prospective proposer's responsibility to check these sites through to the submittal deadline for any applicable addenda or updates.

Asha Reed, City Clerk and Clerk of the City Council

Newspaper publication date: July 9, 2021

B. INTRODUCTION

The Oakland Public Library empowers all people to explore, connect, and grow. OPL serves our diverse community through access to information, knowledge, and artistic and literary expression, and by providing the best in traditional services, new technologies and innovative programs. OPL plays a critical role in the equitable distribution of resources and services to Oakland's citizens, provides resources for life-long learning and acts as a catalyst for economic development.

Founded in 1878, the Oakland Public Library (OPL) is the second-oldest public library in California. A department of the City of Oakland, OPL serves a diverse population of 448,313 in Oakland, Emeryville, and Piedmont. OPL facilities include the Main Library in downtown Oakland, 16 branch libraries throughout the city, the African American Museum and Library at Oakland, the Tool Lending Library, and soon the Bicycle Workshop.

OPL's goal is to create innovative infrastructure, reflective of OPL's values that will act as a destination, foster community engagement, and support equity and people's unique personal growth. In 2006, OPL completed a Master Facilities Plan (see Appendix D) in response to the community's need for improved library services. The Master Facilities Plan articulated a vision for overall service recommendations and improvements through specific facilities and implementation strategies for the overall Plan. Among the recommendations were a new Hoover Branch Library and an expanded or new Main Library.

C. RFP TIMELINE

This is an estimated schedule for the RFP and commencement of services, and subject to change.

ACTIVITY	ESTIMATED DATE
RFP Issued	July 9, 2021
Proposals due	August 6, 2021
Proposals evaluated	September 3, 2021
Interviews conducted (if necessary)	September 17, 2021
Negotiations concluded	October 8, 2021
Council Approval	December 7, 2021
Authorization to Proceed	February 2, 2022

II. Hoover Branch Library

A. BACKGROUND, VISION AND OBJECTIVE

BACKGROUND

Historically, there have been several libraries in various locations within the Hoover-Foster neighborhood in West Oakland (an area approximately bounded by I-980, I-580, I-880, and West Grant Ave) going back as far as 1888. Today, there are no libraries in the immediate neighborhood (the nearest libraries are between one to two miles away), something many community members are working to change.

VISION

One group is the Friends of the Hoover Durant Public Library (FOHDPL) whose mission is to restore a public branch library to serve the Hoover-Foster (aka Durant), McClymond's and Clawson neighborhoods. The FOHDPL envisions a new Hoover Branch Library (Hoover) that is a vibrant destination, serving as an information, training and resource center. This will serve as a source of pride and help to transform hopelessness to empowerment in the community. The FOHDPL, a primary stakeholder, sees their role as a vital community resource and institution to the culture, education, and welfare of their diverse community. They have spent many years raising awareness of the critical need for library services in this neighborhood by encouraging and facilitating volunteerism, advocacy efforts, and monetary support through gifts, grants, bequests, and other fund-raising efforts.

OBJECTIVE

The objective for the RFP is to develop a thoughtful, transparent study for the feasibility of a new 8,000-10,000 square foot library that balances the needs of the community and the City by considering the opportunities and constraints, pros and cons, associated costs, etc. The study shall more deeply consider the 2006 MFP recommendation for a new branch library in the Hoover-Foster neighborhood with a consideration of the civic, educational, cultural, and social goals of this diverse, passionate community.

B. SCOPE OF SERVICES – HOOVER BRANCH

The selected consultant will lead its team in the development of a feasibility study of a new 8,000-10,000 square foot library that will identify up to three viable locations. The feasibility study report to the City should be organized by the following sections listed. The subsections listed here serve as a guide and will be refined as the study gets underway. Within each section, provide an Opportunities and Constraints sub-section that summarizes the context for the conclusions and recommendations being made.

1. Executive Summary

2. Community Engagement Strategy

The Consultant will conduct a robust, intentional, and inclusive Stakeholder Engagement Plan with the various City and community stakeholders, especially those most impacted by racial disparities. The consultant will be responsible for developing the engagement plan that identifies the various stakeholders and should consider creative, effective methods for its public outreach. Lead facilitators on the consultant team shall be skilled and experienced in leading conversations that center on race and equity; Lead facilitators should be reflective of the Hoover community and understand how to reach additional community members through non-traditional engagement processes.

2.1. Scope of Study

2.2. Study Process

current market/outreach, who is our customer, how do we reach/acquire additional patrons

2.3. Stakeholder Engagement Plan and Process

2.4. Information and document collection

2.5. Opportunities and Constraints

3. Needs Assessment

This section should answer the question of why we need a new Hoover Branch Library. The consultant will, as a starting point, review the 2006 MFP recommendations for the Hoover Branch to help formulate the scope for updating the Needs Assessment of the Hoover Feasibility Study. The consultant will be required to coordinate closely during this investigation with the consultant for the Main Library feasibility study to identify opportunities for collaboration in updating the relevant sections of the MFP.

3.1. Visioning

What does the community want in their design? The selected consultant shall initiate the study with a visioning effort to establish shared goals and objectives of the stakeholders. The study should start with a clear understanding of the City's and the community's values and vision for a neighborhood library. For example, FOHDPL, a key stakeholder, has created a website to document and advance their efforts. See Appendix D.

3.2. Service Level Assessment

3.3. City Priorities and Mandates

The study must address how well the proposed project options meet the City's priorities and mandates. Consultants shall review the City's Equity Indicators report to develop an equitable framework for the project, the City's Equitable Climate Action Plan (ECAP) for a sustainable and resilient facility, and City Council's Budget Priorities. (See Appendix D)

3.4. Opportunities and Constraints

4. Technical Feasibility

The consultant shall assess the viability of locating an 8,000-10,000 square foot library within the existing neighborhood.

4.1. Space Planning & Space Needs

The consultant will evaluate service level guidelines and service areas in the context of how library services have evolved in Oakland and Library Best Practices; work with various stakeholders to define current programming needs and space requirements; explore the feasibility of location options; and prepare cost estimates and assumptions for the design, construction, operations, and maintenance. How should the library be designed so that spaces can be flexible and adaptable?

4.2. Structural, Building Systems, Energy Resiliency, Sustainability and Technological Assessments

For Hoover, this analysis (and possibly historic preservation) is required if an existing building is being considered.

4.3. Neighborhood Impacts Analysis, Transportation Access (including Parking)

How do the existing neighborhood factors impact the proposed library, taking into consideration environmental factors (eg. nearby pollution sources?), proximity to transit and schools, etc.? How would a new library impact the neighborhood and community, especially those most impacted by racial disparities?

4.4. Opportunities and Constraints

5. Economic Feasibility

How much will it cost to build, maintain, and operate? The study shall include and explain assumptions for cost factors such as the entitlement process, land purchase, design and engineering, environmental, construction, and ongoing Operations & Maintenance costs. The selected team will be responsible for evaluating and preparing financial modeling for the most cost-effective and viable development scenarios (up to three). Scenarios may include, for example non-taxpayer financing, public-private partnerships, lease, lease to own, grants, etc.

5.1. Operating Lifecycle Cost Analysis

5.2. Financing Analysis

5.3. Real Estate & Location Analysis

5.4. Opportunities and Constraints

6. Legal Feasibility

The study shall identify any legal impediments the project would need to overcome, such as zoning restrictions that affect the proposed land use.

6.1. Opportunities and Constraints

7. Operational Feasibility

The study shall explain how each proposed option, if completed, meets the programming needs and how it satisfies the City stakeholders' requirements for operations, maintenance, and sustainability. What are the human resource needs and ongoing expenses to operate and maintain the completed project? Or partnership opportunities?

7.1. Operations and Maintenance

7.2. Opportunities and Constraints

8. Scheduling Feasibility

The study shall outline the project development timeline for each proposed option with key milestones and shall describe the impacts if important milestones are not met.

8.1. Opportunities and Constraints

9. Additional Services

The City anticipates only authorizing services necessary to complete the feasibility studies. Upon completion of the studies and/or sufficient project funding, and at the City's sole option under this RFP solicitation, the City may authorize and fund any combination of additional services related to the design of the building and site, such as: research, site surveys and analysis, building and existing conditions evaluations, community engagement, stakeholder meetings, program development for the project, ADA and code analysis, historic preservation, sustainability and resiliency program implementation, certification and conformance (including water quality best practices, Bay Friendly Landscaping, energy conservation programs, etc.), all phases of design, construction support through project close out, cost estimating, grant document support, facilitating and preparing all permit applications, CEQA documentation, utility permit preparation/application, and assistance with coordinating other needed services such as telephone, internet or security. The team may also assist the City in conforming with current and future funding or policy obligations necessary to complete the work, such as bonds and grants requirements, or City's programs.

III. Main Library

A. BACKGROUND, VISION AND OBJECTIVE

BACKGROUND

The Main Library (Main) is the flagship facility for the Oakland Public Library system serving both its immediate neighborhoods of downtown, Lake Merritt and San Antonio, as well as residents throughout the city. The Main is a local historic landmark (listed as A1+). It serves as a civic focal point for the downtown area and is well-located in the downtown area. The Main houses special services such as the Children's Room, the Teen Zone, the Second Start Adult Literacy program and the Oakland History Center. Other functions and services housed at the Main include:

- administrative offices
- technical support services (cataloging, acquisitions, computer services)
- public access computers and a community meeting room
- serving as a federal repository

The first Main Library (1878-1902) was situated on the north side of 14th Street, facing Washington Street, on the site of the present City Hall. The second Main Library (1902-1951) still stands at 14th Street and Martin Luther King, Jr. Way and is now home to the African American Museum and Library at Oakland (AAMLO). Crowded conditions at the second Main Library prompted a bond measure to provide funds for a new library in 1933. The measure, voted upon on December 19, 1933, failed to pass. A Bond Measure that was passed by voters in 1945 paid for the present Main Library. The current 82,500 square foot Main was designed in the 1930's but due to construction delays caused by the war, did not open to the public until January 1951. By that time the design was outdated. The existing building is vastly undersized given the size of the community and library system support services needed. The facility is also very inefficient to operate due to its inflexible design. It has a solid core in the middle of the facility that is not accessible to the public and numerous circulation corridors. The 2006 Master Facilities Plan identified the need for a revitalized and expanded Main Library to better serve the residents of Oakland. The Plan recommended a new Main Library ranging in size from 120,000 to 160,000 square feet, nearly twice the size of the current facility.

As part of the due diligence process, the architectural planning consultant for the MFP examined various options for enlarging the existing Main Library as well as adapting the Kaiser Convention Center into an expanded state-of-the-art new Main. In the fall of 2006, Oakland voters narrowly rejected a \$148 million property tax bond measure that would have provided the capital to realize this dream of relocating the Main to the Kaiser Convention Center.

VISION

The vision of an improved, relocated or expanded Main Library is to create a destination, a state-of-the-art resilient facility that reflects the diverse community's needs, values, demographics, and general population. Library services have evolved since the 2006 MFP was completed. Although there is less emphasis in these times on physical materials like books, adequate space for them is nonetheless needed. Additionally, space is needed as libraries increase access to electronic materials and technology. The Main must be large enough to house its diverse array of resources, programs and services to attract a growing population as well as a wider cross section of the population. Spaces must be adequate and flexible to accommodate changing uses and needs.

OBJECTIVE

The objective of this RFP is to understand the City's and the community's goals, understand the variety of roles a Main Library plays, document a shared vision going forward, examine the MFP assumptions, update the Needs Assessment, and evaluate the different scenarios for either a New, Expanded or Relocated Main Library. The feasibility study will be developed through an intentional, robust community engagement process which includes library staff. The consultant will be expected to engage with and identify community stakeholders and develop a comprehensive Community Engagement Plan.

B. SCOPE OF SERVICES – MAIN LIBRARY

The selected consultant will lead its team in the development of feasibility study for an expanded Main or a relocated Main at up to three viable locations. The study should start with a clear understanding of the community's values and vision for an improved, relocated or expanded Main Library as well as a clear understanding of the multiple roles the Main Library plays.

The feasibility study report to the City should be organized by the following sections listed. The subsections listed here serve as a guide and will be refined as the study gets underway. Within each section, provide an Opportunities and Constraints sub-section that summarizes the context for the conclusions and recommendations being made.

1. Executive Summary

2. Community Engagement Strategy

The consultant will conduct a robust, intentional, and inclusive Stakeholder Engagement Plan with the various City and community stakeholders, especially those most impacted by racial disparities. The consultant will be responsible for developing the engagement plan that identifies the various stakeholders and should consider creative, effective methods for its public outreach. Library staff should be included in the process of identifying stakeholders as well as the process of developing the engagement plan. Lead facilitators on the

consultant team shall be skilled and experienced in leading conversations that center on race and equity; Lead facilitators should be reflective of the Main Library and Oakland community and understand how to reach additional community members through non-traditional engagement processes.

2.1. Scope of Study

2.2. Study Process

2.3. Stakeholder Identification (current market/outreach, who is our customer (locally and citywide), how do we reach/acquire additional patrons), who are future customers.

2.4. Stakeholder Engagement Plan and Process

2.5. Information and document collection

2.6. Opportunities and Constraints

3. Needs Assessment

This section should answer the question of why we need an improved, expanded, or new Main Library. The consultant will, as a starting point, review the 2006 MFP recommendations to help formulate the scope for updating the Needs Assessment of the Main Library Feasibility Study. The consultant will serve as the primary consultant leading the MFP update activities and will be required to coordinate closely during this investigation with the consultant for the Hoover Library study to identify opportunities for collaboration in updating the relevant sections of the MFP.

3.1. Visioning

What does community want in a new Main? The selected consultant shall initiate the study with a visioning effort to establish shared goals and objectives of the stakeholders. The study should start with a clear understanding of the City's and the community's values and vision for a world-class, state-of-the-art Main.

3.2. Service Level Assessment

3.3. City Priorities and Mandates

The study must address how well the proposed project options meet the City's priorities and mandates. For example, consultants should review the City's Equity Indicators report to develop an equitable framework for the project, the City's ECAP for a sustainable and resilient facility, and City Council Goals.

3.4 Opportunities and Constraints

4. Technical Feasibility

The consultant shall assess the viability of relocating or expanding the current Main within the Oakland's downtown.

4.1. Space Planning & Space Needs

The consultant will evaluate service levels, needs and areas in the context of how library services have evolved in Oakland; undertake 3-5 case studies of Main Libraries/or similar

public community facilities built over the last five years in like-sized cities. These studies will be identified in collaboration with library staff. The consultant will examine Library Best Practices; work with various stakeholders to define current resource, programming needs and space requirements, explore the feasibility of location options, and prepare cost estimates and assumptions for the design, construction, operations, and maintenance. How should the library be designed so that spaces can be flexible and adaptable?

4.2. Structural, Building Systems, Energy Resiliency, Sustainability and Technological Assessments

If an option involves expanding the Main at its current site, or if the option involves adaptive re-use involves another historic building, the Consultant shall also investigate Historic Preservation factors.

4.3. Neighborhood Impacts Analysis, Transportation Access (including Parking)

How do the existing neighborhood factors impact the proposed library, taking into consideration environmental factors, proximity to transit, etc.? How would the Main, whether expanded or relocated, impact the neighborhood and community, especially those most impacted by racial disparities?

4.3. Opportunities and Constraints

What are the opportunities and challenges presented by the current library location being designated as a historic site?

5. Economic Feasibility

How much will it cost to build, maintain, and operate? The selected team will be responsible for evaluating and preparing financial modeling for several development scenarios that include factors such as entitlement process, land purchase, new construction or adaptive re-use costs. The study shall explain the assumptions, estimated design, engineering, environmental, and development costs, finance options (for example non-taxpayer financing, public-private partnerships, lease, lease to own, grants, etc.) and ongoing Operations & Maintenance costs.

5.1. Operating Lifecycle Cost Analysis

5.2. Financing Analysis

5.3. Real Estate & Location Analysis

5.4. Opportunities and Constraints

6. Legal Feasibility

The study shall identify any legal impediments the project would need to overcome, such as zoning restrictions that affect the proposed land use. The consultant will complete a Real Estate assessment (availability & cost of potential sites; value of existing Main; ability to sell Main parcel; historic restrictions, etc.)

6.1. Opportunities and Constraints

7. Operational Feasibility

The study shall explain how each proposed option, if completed, meets the Library's resource and programming needs and how it satisfies the City stakeholders' requirements for operations, maintenance, and sustainability. What are the human resource needs and ongoing expenses to operate and maintain the completed project? What are the partnership opportunities?

7.1. Operations and Maintenance

7.2. Opportunities and Constraints

8. Scheduling Feasibility

The study shall outline the project development timeline for each proposed option with key milestones and shall describe the impacts if important milestones are not met.

8.1. Opportunities and Constraints

9. Additional Services

The City anticipates only authorizing services necessary to complete the feasibility studies. Upon completion of the studies and/or sufficient project funding, and at the City's sole option under this RFP solicitation, the City may authorize any combination of additional services related to the design of the building and site, such as: research, site surveys and analysis, building and existing conditions evaluations, community engagement, stakeholder meetings, program development for the project, ADA and code analysis, historic preservation, sustainability and resiliency program implementation, certification and conformance (including water quality best practices, Bay Friendly Landscaping, energy conservation programs, etc.), all phases of design, construction support through project close out, cost estimating, grant document support, facilitating and preparing all permit applications, CEQA documentation, utility permit preparation/application, and assistance with coordinating other needed services such as telephone, internet or security. The team may also assist the City in conforming with current and future funding or policy obligations necessary to complete the work, such as bonds and grants requirements, or City's programs.

IV. Proposal Requirements

A. PROPOSAL SUBMITTAL

- Submit proposals electronically (PDF format) via email to the City's Project Manager and the Capital Contracts Division listed below. Proposals not received by the deadline may not be accepted. Also provide five (5) bound copies of the proposal by mail postmarked by the deadline to:

OPW - CAPITAL CONTRACTS DIVISION
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
c/o Ms. Tamala Barnes
510-238-7252

- Email a PDF of the proposal by the deadline to: tbarnes@oaklandca.gov and chao@oaklandca.gov.
- Organize the proposal by the sections listed below in the same order.

1. Transmittal / Cover Letter

- a. Submit a Transmittal Letter addressed to Mr. Calvin Hao, Project Manager, Oakland Public Works, Project and Grants Management Division.
- b. Explain your team's demonstrated approach to providing excellent service under the proposed contract and why you believe your team stands above the competition.
- c. Signed by an officer of the prime firm and shall not exceed two pages. In the case of a joint venture or other joint-prime relationship, one officer of each prime must sign.
- d. If any **addenda** are issued, you must acknowledge your receipt of them either by including a statement in your transmittal letter or by returning signed addenda with the Proposal.
- e. If the prime firm wishes to submit a combined proposal for both the Hoover and Main facility studies (Option C), the prime firm must include a detailed explanation of their strategy and workload capacity for managing and coordinating the resources needed to conduct both studies in parallel, not in tandem.

2. Project Team

a. **Overview:**

Provide an overview of the Project Team with names of key individuals of each team member firm. The project team must demonstrate expertise, experience, and the

ability to comprehensively handle the various types of projects and tasks described in the RFP.

b. Firm Name:

List each firm and sub-consultants with individual addresses, telephone numbers, and area of expertise. Describe each firm's area(s) of expertise and how they are relevant for the work in this study. Identify which consultants are Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE).

c. Key Project Personnel:

The principal-in-charge and/or the project manager shall be a full-time employee of the prime consultant for the project. Provide names of key personnel from each team member firm. Briefly describe the responsibilities of each team member. Include a brief description of the firms' or team members' relevant experience to the services listed in this RFP, length of work experience, and any areas of expertise. Resumes may be included as an appendix.

d. Resources:

Describe availability and commitment of the principal(s), lead project manager(s), technical and support staff, and key sub-consultants to this project, numerically expressed as a percentage of work hours for that individual for the full calendar year 2022. A simple, graphic such as a table or spreadsheet should be considered.

3. Relevant Experience of the Firms – Prime Consultant and Sub-consultants

a. Describe the firms' experience in providing the various services listed in the scope of services for this RFP. Include a maximum five relevant studies, in aggregate, recently completed by the staff proposed for all disciplines or areas (not a maximum of five relevant projects per individual or sub-consultant team).

1. Project name and location
2. Project square feet area and type
3. Brief description of project
4. Approximate cost of the project
5. Month, year project commenced and completed
6. Consultant's responsibility and scope of services
7. Consultant's fee for the project
8. Was the final deliverable product within budget and on schedule, and if not, why?
9. Staff who worked on the project and their role (if key staff worked for a different firm during the project please indicate or if key staff are no longer at your firm please indicate).
10. Client Agency's names, address, contact person and telephone number.

b. In each project, describe the stakeholder engagement process that was conducted and the meaningful challenges or outcomes. How did you ensure that you reached a diverse community through your engagement process? What creative strategies were employed? Identify the team member(s) or firm that was/were directly

responsible for leading this process and highlight the diversity of the community stakeholders that were reached.

- c. On a separate page, provide the outline of the stakeholder engagement plan that was used for one of these projects.
- d. Share any important project elements that were critical to the success of these examples, and what approaches your team took to manage these elements. Share any project challenges and how the team overcame them.

4. Project Approach

- a. Demonstrate your understanding of this RFP by describing your approach for delivering an inclusive, thoughtful feasibility study that will serve as a viable road map.
- b. Describe the team's ability and approach to working with City staff, community groups, and other stakeholders, and translating various requirements and interests into a successful study and recommendations.
- c. Discuss the approach to conducting effective, inclusive stakeholder engagement. How would you ensure reaching a diverse community through your engagement process? What creative strategies would be considered? Identify the team member(s) or firm that will be directly responsible for leading this process and highlight the diversity of the community stakeholders that you anticipate reaching.
- d. Provide an organizational chart for the project team to illustrate how the team anticipates communicating with the various City and community stakeholders.
- e. Present your approach to managing and coordinating multi-faceted, complex projects or studies within your own team and the City departments.

5. References (Suggested Limit - 2 pages)

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

6. Hourly Billing Rates (Suggested Limit - 2 pages)

- a. Prime Consultant and Sub-Consultants shall provide a complete list of all staff hourly rates by position, i.e., Principal, Project Manager, Senior Engineer, Clerical, etc. Hourly rates shall be itemized and all-inclusive, i.e., base salary, fringe benefits, overhead, indirect cost surcharges, profit, etc.
- b. Mark-up on all reimbursable expenses, i.e. sub-consultant fee, printing, production costs, photography, equipment rental, mailing/postage, use of vehicle, software procurement, materials acquisition, etc., shall be individually negotiated and shall be subject to the City's approval, but may not in any case exceed 10%.

- c. The negotiated contract amount will be a maximum not-to-exceed amount. **During the initial contract term, increases/adjustments to the hourly rates by the Prime Consultant or any Sub-Consultants will not be considered.** If an amendment, i.e., to extend the contract expiration or add services becomes necessary, hourly rate increases/adjustments will be permitted in accordance with the annual increase stipulated each July 1 by the City's Living Wage Ordinance (Chapter 2.28 of the Oakland Municipal Code).
- d. Submit hourly rates in a separate sealed envelope and PDF. Hourly rates will not be a factor in the evaluation. However, if during negotiations the City deems the firm's rates to be unreasonable and not in the City's best interest, the City reserves the right to suspend negotiations and decline to enter into a contract with the firm.

7. City Compliance Forms due with Proposal

The forms listed in this section are provided in Appendix A.

- ☐ Schedule E Consultant Team Listing

Important: The proposed team shall demonstrate compliance with the City's Local and Small Local Business Enterprise Program for 50% participation with a true intent to utilize the listed sub-consultants. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland. Consultants are advised that the 50% participation level is a minimum and that points and bonus points are applied on top of the 100 possible points for the scoring criteria. See Section VI. Contracting Policies and Workforce Programs.

- ☐ Schedule I Sanctuary City
- ☐ Schedule O Campaign Contribution Limits (For the Prime only.)
- ☐ Schedule W Border Wall Prohibition (For the Prime and Subconsultants)
- ☐ Schedule E-2 Oakland Workforce Verification (Optional. For the Prime only.)

V. Selection Process

REVIEW OF PROPOSALS

This selection process will be used for scoring proposals responding to Options A, B and C. The City has allocated four (4) weeks for the review and scoring.

The proposals will be evaluated using the following criteria and scored as described below for a total of 100 possible base points.

Proposal Requirements Section	CRITERIA	POSSIBLE SCORE
1	Transmittal	1
2	Project Team qualifications & resources	10
3 a	Relevant Experience – similar work	12
3 b,c	Relevant Experience – stakeholder engagement	12
3 d	Relevant Experience - insight	3
4 a	Project Approach - understanding	20
4 b,c,d	Project Approach – stakeholder engagement & communication	15
4 e	Project Approach – coordination	15
5	References and past City project performance *	2
	Overall presentation clarity, completeness, organization.	3
	Overall conformance to the RFP content & format requirements.	2
	Demonstrates understanding of the complexities and resources to manage the process.	5
	TOTAL POSSIBLE BASE POINTS	100
	Preference points per Local/Small Local Business Enterprise Program See Section VI.I.3	12.5 MAX**

* References, including past performance on City projects completed by the firms, if applicable, may be deferred for consideration to the interview phase of the evaluation process at the City's option.

**Breakdown of Possible Preference Points:

- 2 pts. Meeting the min. 50% L/SLBE participation requirement
- 3 pts. Achieving 80% min. L/SLBE participation
- 2.5 pts. Meets definition as long-term Oakland-certified business
- 5 pts. Having an Oakland resident workforce

INTERVIEW OF SHORT-LISTED FIRMS

Based on the review and scoring of the proposals, the City will develop a “short list” of firms to be considered for further evaluation, including oral interviews. The City has not predetermined how many firms may be short-listed. The short-listed firms will be notified in writing whether interviews will be held and provided with information on the interview format. It is presently anticipated that the interviews will be conducted within ten (10) working days of notification.

The City reserves the right to select consultants based solely on the proposals and not conduct oral interviews. If oral interviews are held, the proposal scores will NOT be considered or affect the total scores in this next phase. Final rankings will be based solely on the interview scores.

CONTRACT NEGOTIATIONS

1. The City reserves the right to negotiate the final scope of services and will not be bound by the scope of services presented in the RFP nor by the scope of services in the consultant’s proposal.
2. In finalizing the scope of services, the City may request that the consultant add, delete, or replace subconsultants with those from other teams that submitted proposals. Such changes will be bound to the City’s LBE/SLBE requirements.
3. The contract amount (including reimbursable expenses) will be a maximum not-to-exceed amount. The City may negotiate a lump sum fee based on deliverables or completion of tasks, or a total maximum fee based on Time and Materials. Hourly rates submitted with this proposal shall conform to the provisions contained in the RFP. The City reserves the right to mandate lesser rates. Reimbursable expenses are subject to prior approval of the City. The amount for such expenses will be included in the maximum not-to-exceed amount.

CONTRACT AWARD

1. Upon successful completion of the negotiations, a request by City staff to the City Council will be made to authorize the award of a Professional Services Agreement to the selected consultant.
2. Upon authorization by the City Council to award the contract and execution of the contract, the City shall issue an Authorization to Proceed to the selected consultant.
3. The selected consultant and subconsultants shall be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives upon request. Therefore, the consulting team may be required to

undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.

4. Sample Professional Services Agreement

Proposers are advised to review the sample Professional Services Agreement. (See Appendices.) The selected consultant will be required to execute this agreement and the City is not inclined to make any modifications to its terms and conditions. Submittal of a proposal shall demonstrate the consultant's understanding and acceptance of the terms of the agreement.

5. Insurance Requirements

The awarded consultant will be required to provide proof of insurance in accordance with **Schedule Q** prior to execution of a contract. (see Appendices)

6. Business Tax Certificate

The consultant awarded this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate prior to contract execution, and shall maintain a current tax certificate for the duration of the contract.

VI. Contracting Policies and Workforce Programs

Please carefully review all the terms and conditions described below. The City will award contracts only to firms that are in full compliance.

<< Schedules E, I, O and W shall be submitted with the proposal. Schedule E-2 is optional. >>

All other Schedules referenced below are not required with the proposal. These schedules will only be required of the contractor receiving the award and will be provided during the contract execution phase. These Schedules, policies, programs, and ordinances referenced in this section are available at:

<http://www2.oaklandca.gov/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

Please carefully review all the terms and conditions described below. The City shall award contracts only to firms that can achieve full compliance.

A. Definitions

- “contractor”, “consultant”, “firm”, “prime consultant”, “proposer”, and “vendor” are defined as a professional services consultant

B. Pre-Proposal Meeting Information

Section I.A. Request for Proposals Notice and legal advertisement will indicate whether a pre-proposal/pre-submittal meeting is scheduled, and if it is voluntary or mandatory. If mandatory, Prime Proposers who fail to attend the pre-proposal/pre-submittal meeting are disqualified from submitting a proposal/statement of qualifications. Topics discussed at the meeting may include, but are not limited to, general or technical project information, compliance requirements for programs such as the City’s Local/Small Local Business Enterprise Program, Disadvantaged Business Enterprise provisions, or supplemental HUD funding provisions, the Local Employment Program, the Oakland Apprenticeship Workforce Development Partnership System, Prompt Payment Ordinance, Equal Benefits Ordinance, Border Wall Prohibition, minimum wage ordinance, living wage ordinance, and prevailing wages.

C. Proposal Documents and Addenda

Proposal Documents and Addenda are available in digital format only and provided free of charge through two websites listed below. Sign-in sheets for pre-proposal/submittal meetings will also be uploaded to these two websites. Hard copies are NOT available for purchase from the City. Courtesy notifications of contracting opportunities advertised in

the newspaper are emailed only to vendors properly registered with either portal listed below.

1. **iSupplier System (City's official site):**

Registration in iSupplier, the City's payment and procurement system, is required in order to receive a contract, payments and notifications of contracting opportunities. New registrants can email iSupplier@oaklandca.gov for registration instructions. Allow three working days for approval to access bid documents through iSupplier. Without proper registration, your firm may not be receiving notifications from iSupplier regarding contracting opportunities. We recommend updating your firm's primary email contact regularly and confirming the "Products and Services" section of your profile is correctly filled out. For further information, refer to the following links for detailed iSupplier registration instructions.

<https://www.oaklandca.gov/services/contracts-and-compliance/register-with-isupplier>

The iSupplier system assigns a unique "Request for Quotation" number and a three page introductory document to each contracting opportunity (construction bid or RFP). These front-end documents from iSupplier are for reference only and need not be submitted at any time. CIPLIST.com does not assign any such tracking number and as such, bid or proposal documents downloaded from CIPLIST.com will not include this iSupplier document.

2. **CIPLIST.com (an alternate third-party site)**

<http://ciplist.com/plans/?Oakland/city/9392>

New registrants can register independently on the site for immediate access.

3. Please note that separate **Plan Holder lists** are maintained by each site.

4. Firms that are awarded a contract must eventually register in iSupplier in order to receive payments.

D. Rejection of Proposal Elements

A proposal RISKS BEING REJECTED for any of the following reasons:

- Proposal received after designated time and date.
- Proposal received at other than the designated location.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements or exhibits, or not organized in the required format.
- Proposal containing excess or extraneous material not called for in the RFP.
- Proposal considered not fully responsive to this RFP.

E. Non-Discrimination/Equal Employment Practices

Consultant 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 contract, Consultant agrees as follows:

1. The consultant and its sub-consultants 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.
2. The consultant and its sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of the consultant 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.
3. If applicable, the consultant will send to each labor union or representative of workers with whom consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. All affirmative action efforts of contractors are subject to tracking by the City. The information or data shall be used for statistical purposes only. All consultants are required to provide data regarding the make-up of their subcontractors who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by the contractor to hire and/or contract with the individual or entity in question.
5. In the recruitment of sub-consultants, the City requires all consultants 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 minority and women-owned business 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.
6. The City will immediately report evidence or instances of apparent discrimination in

City contracts to the appropriate State and Federal agencies, and will take action against consultants 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.

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

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

G. Conflict of Interest / Confidentiality

Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law.

According to the City's Purchasing System (OMC 2.04.050.C), "No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services or both." To clarify, **a firm (including, but not limited to licensed contractors and professional service providers) may not submit a proposal as a prime consultant or contractor if they are being listed as a sub-consultant or subcontractor on another proposal or bid for the same solicitation.**

Exceptions include:

1. A firm may be listed on more than one proposal or bid if they are proposing under separate legal entities.
2. A firm, if not submitting as a prime consultant or contractor, may be listed as sub-consultant or subcontractor on more than one proposal or bid.
3. In the case of a specific On-Call RFQ with multiple tiers (e.g. On-Call Civil Engineering Services, Tiers 1 and 2), a firm may submit as a prime consultant or contractor for one tier and may be listed as sub-consultant or subcontractor for another tier.
4. No officer, director, employee or member of a Mentor-Protégé team, as defined by the LBE/SLBE Program, shall be allowed to bid or otherwise participate independently on a city contract where the mentor-protégé team is bidding or otherwise participating. Each party is prohibited from submitting multiple bids on a city contracts.

Consultant specifically agrees to the following:

1. Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this project. Without limitation, the consultant represents to and agrees with the City that no conflict of interest is created between providing

the City services hereunder and any interest consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.

2. Consultant understands and agrees to successfully provide the services requested by the project. In addition, every communication between the consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
3. 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-consultant or consultant 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 consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs/RFOs, feasibility studies, master plans or preliminary discussions or negotiations.

H. Minimum Wage Ordinance

The City's Minimum Wage Ordinance, effective March 2, 2015, establishes a minimum hourly wage rate, requires paid sick leave, and requires payment of service charges to hospitality workers. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

Employers located in Oakland are subject to Oakland's Living Wage Ordinance (see Section S), as well as federal and state minimum wage laws. In the event of conflicting requirements, employers shall follow the stricter requirement by paying the higher rate. For further information, please refer to:

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

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

This summary highlights provisions of the L/SLBE program for professional services agreements. The full program document is available at:

www2.oaklandca.gov/oakca1/groups/contracting/documents/form/oak029719.pdf

1. **Requirement:** All consultant agreements over \$50,000 shall satisfy the 50% L/SLBE minimum participation, unless otherwise reduced or waived if noted in the Request for Proposals Notice.
 - The prime consultant shall submit a completed Schedule E – “Consultant Team Listing” showing their firm and all anticipated subconsultant team members with anticipated percentage of work or contract dollar amount. Team listings that don’t meet the 50% minimum requirement may be found non-responsive. Prime consultant and sub-consultant status as an Oakland-certified local or small local business are used in the calculation.
 - Failure to complete the entire form may result in your proposal being found non-responsive.
2. **Participation Illustrations:**
 - The 50% requirement may be met through a combination of 25% LBE and 25% SLBE participation, where the 25% SLBE is the MINIMUM. Note that in this scenario, the prime is not necessarily either a certified LBE or SLBE firm provided that the subconsultants bring forth the L/SLBE participation.
 - For example, 15% LBE with 35% SLBE is allowed, whereas 35% LBE with 15% SLBE is not allowed.
 - Participation by a Very Small Local Business Enterprise (VSLBE) satisfies SLBE participation at a rate of 2 times.
 - For example, a team with a non-certified or non-local prime and 25% VSLBE in subconsultants is equivalent to 50% SLBE, which meets the minimum 50% requirement.
 - When the prime is a certified LBE or SLBE firm, the minimum 25% SLBE requirement is waived. When the prime is not a certified firm, or a non-local firm, the 25% SLBE requirement is not waived.
3. **Preference Points (for professional agreements only):** The RFP/RFQ consultant evaluation process allows for additional L/SLBE program 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/RFQ. Preference points are awarded after the technical points. A maximum of twelve and a half (12.5) preference points are possible:
 - a. Achieving the minimum 50% L/SLBE participation requirement:
 - i. Two (2) points are earned for achieving the minimum requirement.

- b. Exceeding the minimum 50% L/SLBE participation requirement:
 - i. Up to three (3) additional points may be earned at a rate of one (1) point per additional 10% participation, up to 80% participation of the total contract dollars spent with L/SLBE firms.
 - c. Status as a long-term certified business in Oakland regardless of size:
 - i. Up to two and a half (2.5) additional points.
 - d. Having an Oakland resident workforce:
 - i. Up to five (5) additional points.
 - ii. Prime consultants seeking workforce preference points shall submit Schedule E-2, Oakland Workforce Verification form and relevant supporting documents. **Submit the form and documents IN A SEALED ENVELOPE either *with* the Proposal submittal or *within 4 business days after the Proposal deadline to Contract Services.* See Section II for address.**
4. 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.
5. Joint Venture and Mentor Protégé Agreements. If a prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the Joint Venture or Mentor-Protégé 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, Department of Contracts and Compliance, prior to the project bid date for construction, and by Proposal due date for professional services. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
6. Consultants shall submit information concerning the ownership and workforce composition of their firm as well as its sub-consultants, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**.
7. All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All prime consultants are required to provide data regarding the make-up of their sub-consultants 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 the consultant to hire and/or contract with the individual or entity in question.

In the recruitment, hiring and retention of employees or sub-consultants, the City of Oakland requires all prime consultants 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. Prompt Payment Ordinance - Oakland Municipal Code, Chapter 2.06.070

The Ordinance requires that consultant and its sub-consultants shall pay undisputed invoices of their sub-consultants for goods and/or services within twenty (20) business days of submission of invoices, unless specific exemptions apply, or unless the Consultant or its sub-consultants notify the City's Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the consultant or its sub-consultant and claimant. In this case the Consultant or its sub-consultant may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a compliant. Consultant or its sub-consultants 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 Consultant or its sub-consultant fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next 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.

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

Consultant and its sub-consultants shall include the same or similar provisions as those set forth above in this section in any contract with a consultant or sub-consultant that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

K. Arizona and Arizona-Based Businesses - Schedule B-1

In accordance with Resolution No. 82727 C.M.S., the consultant agrees that 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.

The consultant 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 contract or agreement.

L. Declaration of Compliance With the Americans With Disabilities Act – Schedule C-1

Private organizations that provide goods and services to the public have independent responsibilities under Title III of the Americans with Disabilities Act, regardless of their funding sources. This schedule provides a mechanism by which outside agencies acknowledge their general obligations under the ADA before providing goods or services to the City.

M. Ownership, Ethnicity and Gender Questionnaire – Schedule D

The consultant shall submit information concerning the ownership and workforce composition of its firm.

N. Project Consultant Team Listing – Schedule E

This preliminary project team shall reflect the prime consultant's understanding of the services required under this RFP or RFQ, and compliance with the City's Local and Small Local Business Enterprise Program. List the prime consultant and all sub-consultants along with the anticipated percentage of work distribution. Upon completion of contract negotiations, the awarded consultant shall update this project team and work distribution by submitting a final Schedule E upon request by the City.

O. Oakland Workforce Verification – Schedule E-2

Additional preference points may be earned for having an Oakland resident workforce. Only prime consultants seeking additional preference points need to submit Schedule E-2. Submit the completed form IN A SEALED ENVELOPE either with the Proposal submittal or within 4 business days after the Proposal due date and time.

P. Sanctuary City Contracting and Investment Ordinance - Schedule I

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.

Q. Pending Dispute Disclosure Policy - Schedule K

All entities are required to disclose pending disputes with the City of Oakland when they submit bids, Proposals or applications for a City or Agency contract or transaction involving:

- 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.

The disclosure requirement applies to pending disputes on other City 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.

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.

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.

R. Consultant Performance Evaluation – Schedule L1

At the end of the project, the City Project Manager will evaluate the consultant's performance in accordance with the Consultant Performance Evaluation form.

S. Independent Contractor (and Consultant) Questionnaire - Schedule M, Part A

Consultant represents that:

- Consultant has the Proposals and skills necessary to perform the services under this contract in a competent and professional manner without the advice or direction of the City; and

- the services will be performed in accordance with the generally accepted principles and practices applicable to consultant's trade or profession; and
- Consultant and its 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 performance of the services; and
- all services provided pursuant to this contract shall comply with all applicable laws and regulations; and
- Consultant will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program.
- This means Consultant is able to fulfill the requirements of this contract. Failure to perform all of the services required under this contract will constitute a material breach of the contract and may be cause for termination of the contract. Consultant has complete and sole discretion for the manner in which the work under this contract is performed.

T. Oakland Living Wage Ordinance – Schedule N

Design-Build, Construction Manager At-Risk, or other professional contracts for public works of improvement that involve services of licensed professionals, such as, but not limited to, architects and engineers, are subject to Oakland's Living Wage Ordinance, Oakland Municipal Code, Title 2, Chapter 2.28, where such services amount to or exceed \$25,000. The ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers contracted to provide services amounting to or exceeding \$25,000, shall provide certain minimum hourly wages and health benefits to employees. The City determines and adjusts the rates annually using the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor as the index. Prime consultants will be required to execute Schedule N during the contract execution process certifying their intent to comply with the Living Wage Ordinance for agreements equal to or greater than \$25,000.

Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section H) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

U. Equal Benefits Ordinance - Schedule N-1

This contract is subject to the Equal Benefits Ordinance (OMC Chapter 2.32) and its implementing regulations. The Ordinance requires completion of Schedule N-1 and submittal of applicable employee benefits policies in order for compliance to be certified.

https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=OAKLANDMUCO

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 between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. The requirements of this section shall not apply to subcontracts or subcontractors.

The following contractors are subject to the Ordinance:

- Entities which enter into a contract in an amount of twenty-five thousand dollars (\$25,000.00) or more for public works improvements, 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 Chapter 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:

- Within the City; or
- 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; or
- Elsewhere in the United States where work related to a City contract is being performed.

V. City of Oakland Campaign Contribution Limits – Schedule O

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code. The Campaign Reform Act prohibits consultants that are doing business or seeking to do business with the City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. All prime consultants must complete the Acknowledgment of Campaign Contribution Limits Form.

W. Nuclear Free Zone Disclosure - Schedule P

Consultant represents that consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers.

X. Compliance Commitment Agreement – Schedule U

The consultant shall comply with the L/SLBE program.

Y. Affidavit of Non-Disciplinary or Investigatory Action – Schedule V

The consultant shall certify that no disciplinary or investigatory action has been taken against its firm by the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, or Office of Federal Contract Compliance Programs.

Z. Border Wall Prohibition – Schedule W

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code Ordinance 13459 C.M.S. The ordinance mandates and directs the City Administrator, when 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 construct any part of the U.S. - Mexico border wall.

VII. Appendices

APPENDIX A: Required City Schedules

APPENDIX B: Sample Professional Agreement

APPENDIX C: Schedule Q – Professional Services Insurance Requirements

APPENDIX D: Reference Materials

END OF RFP

APPENDIX A

Required Documents

Documents due with Submittal

- ☐ Schedule E Consultant Team Listing
- ☐ Schedule I Sanctuary City
- ☐ Schedule O Campaign Contribution Limits
- ☐ Schedule W Border Wall Prohibition
- ☐ Addenda Acknowledgement - If any are issued, you must acknowledge all addenda received by including a statement in your transmittal letter, or by returning signed addenda with the proposal.

OPTIONAL:

- ☐ Schedule E-2 Oakland Workforce Verification. Submit the completed form IN A SEALED ENVELOPE either with the Proposal submittal or within 4 business days after the Proposal due date and time.

Documents required during contract execution phase

- ☐ Combined City Schedules B-1, C-1, D, I, K, M, N, N-1, P,U, V

Documents required during close out of project

- ☐ Schedule L1 Consultant Evaluation

SCHEDULE E

**PROJECT CONSULTANT TEAM LISTING
(PRELIMINARY WITH PROPOSAL)**



Note:

For Professional Services Contracts Only - To be completed by prime consultants only. The prime herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, 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.

DATE: _____

PRIME CONSULTANT: _____

SIGNED: _____

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Subconsultant	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.

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

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

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



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

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

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

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

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



PLEASE COMPLETE AND SIGN

☐ I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

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

(Printed Name and Signature of Business Owner)

(Date)

(Name of Business Entity)

(Street Address, City, State, and Zip Code)

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____ email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

Date

SCHEDULE I DB/DM 2019



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

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.

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

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

(Name of Parent Company)



Oakland Workforce Verification

Schedule E-2

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

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

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

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE6/DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

PLEASE NOTE BELOW:

1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and or e) U.S. Military Card.

2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Public Assistance. Verif

3) DE6 /DE9- Quarterly Wage and Withholding Report.

ADDITIONAL SHEET

Consultant/Service Provider _____ **RFP/RFQ Title**_____

Additional Page # _____ **of** _____

Please check box below to confirm attachments

1	2	3
---	---	---

[illegible]

Combined Contract Schedules



Project Name: _____

Business Name: _____ Phone (____) _____ Email: _____

Address _____ City _____ State _____ Zip _____

Federal Taxpayer ID Number: _____ City of Oakland Business License Number: _____

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- ☐ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- ☐ I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because _____
- _____
- ☐ I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

Schedule D – (Ownership, Ethnicity and Gender) *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☐ Corporation, State of Incorporation _____
- ☐ Partnership, General or Limited _____ Names of Partners _____
- ☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please circle one)** **Yes** **No**
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
_____ Issues: _____ (check) _____ Additional Disputes listed on Attachment

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). _____		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>un-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		

	Yes	No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. _____		

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage – Declaration of Compliance) *applicable to professional services contracts over \$25K only*

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to “Compensated Days Off” of the Living Wage Ordinance)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (**Please circle one**) **Yes** **No** (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. _____ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (**Please circle one**) **Yes** **No** (4) Union name(s) _____

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please circle one)** Yes No
(2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please circle one)** Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health					
Dental					
Vision					
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)

- ☐ I declare under penalty of perjury that I have read 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”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- ☐ I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because
-

Schedule U – (Compliance Commitment Agreement)

- ☐ I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:**_____

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. **Initial:**_____

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:**_____

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Print Name:_____ **Title:** _____

Signature:_____ **Date:**_____

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033

Oakland Public Works Department
Bureau of Engineering & Construction
Contract Services

(510) 238-7270
FAX (510) 238-2346
TDD (510) 238-3254

SCHEDULE L1 CONSULTANT PERFORMANCE EVALUATION FORM

Date of Evaluation: _____

CONSULTANT: _____

Consultant Project Manager: _____

Type of Services/Work Provided: _____

Final Value of Consultant Contract: _____

Duration of Consultant Contract (Start to end dates): _____ to _____

Project Complexity: (select)

Consultant's Signature: _____
(name)

The Consultant's Performance Evaluation has been communicated to the Consultant. Signature does not necessarily signify consent or agreement.

PROJECT NO. & NAME: _____ - _____

Final Value of Construction Contract: _____

City Construction Resident Engineer: (name) (phone)

City Project Manager/Evaluator Signature: _____
(name) (phone)

Reviewed and Approved By: _____
(name) (phone)

Rating Guidelines

Poor*	Work required extensive revisions, included numerous & significant errors; Consultant was unable or unwilling to perform consistently, required an inordinate amount of supervision, and/or failed to meet professional standards/project objectives.
Needs to Improve*	Performance was marginal; work required more review and included more errors than would normally be anticipated; level of service or expertise below average.
Average	Performance and work were satisfactory; services provided were at least of industry standard; no significant errors or problems; professional service objectives met.
Excellent	Performance was clearly above standard; expectations exceeded; objectives were met with an added level of service and/or with a higher level of professional expertise.

Questions	Poor	Needs to Improve	Average	Excellent	Not Applicable
1. Quality of Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ability to meet the Project Objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Knowledge, Expertise, and State-of-the Art Technologies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Innovation of Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Ability to Promptly React and Respond to Problems/Issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ability to maintain the Project Schedule and adhere to Time Commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Ability to maintain the Project Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Accuracy of Cost Estimating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Constructibility of the Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Quality of Construction Administration Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Accuracy and Timeliness of Billings and other Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Ability to Manage and Coordinate Sub-Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Knowledge and Expertise in Regulatory Requirements and in Procuring Required Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Ability to Communicate with the Community and to Make Presentations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL RATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***All Questions rated at "Poor" or "Needs to Improve" must be supplemented with comments:**

Comments: _____

Notes to City Project Manager:

Please save a PDF of signed document using this naming convention: **Firm_Project#_date of eval** and email to Contract Services.

The Project Manager shall complete this evaluation for each primary consultant within 60 days upon the completion of an individual project or assignment. Interim evaluations shall also be prepared for projects of a long duration (i.e. over one year) or if the consultant's performance merits notification of any deficiencies.

Information is to be submitted to OPW Contract Services and kept on file for five (5) years. A copy of the evaluation shall also be provided to the Consultant. These forms may be used, in part, as a reference to evaluate the Consultant for future contract opportunities.

Consultants with an overall evaluation of "Poor" or "Needs to Improve" are given an opportunity to 1) appeal the evaluation to the Assistant Public Works Director, or the designee, and/or 2) append the evaluation with a one-page statement that explains or refutes the City's finding.

To the extent permitted by law, the City shall treat the evaluations as confidential information.

cc: OPW Contract Services

APPENDIX B

Sample Professional Services Agreement

CITY OF OAKLAND PROFESSIONAL SERVICE AGREEMENT

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

This Agreement is made and entered into as of (insert date) (*Contract Date*) by and between the CITY OF OAKLAND, a municipal corporation, (hereinafter referred to as “City”) and (CONSULTANT NAME IN ALL CAPS) (hereinafter referred to as “Consultant”) for (Project No. and Name, or of RFP/RFQ eg. On-Call Transportation Planning 2019).

2. Period of Performance

The Agreement will become effective upon the date of the last signature or on [date] (*Effective Date*), whichever is later, and will expire on [date] (*Expiration Date*), unless terminated earlier or extended by amendment. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement. The City’s Project Manager shall issue an Authorization to Proceed to formally commence Consultant’s work.

3. Scope of Services

Consultant intends to perform (eg. Tree Inventory, On-Call Community Engagement, etc.) services for the City. Consultant agrees to perform the services specified in **Exhibit A - Scope of Services**, attached to this Agreement and incorporated herein by reference. Consultant shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

4. Compensation and Method of Payment

Consultant will be paid for performance of the entire scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed (Enter dollar amount and 00/100 dollars (\$0.00)), based upon Exhibit A and the budget by deliverable task and billing rates in **Exhibit B – Billing Rates**. The maximum that will be charged for the entire scope of services will not exceed the Capped amount, even if the Consultant’s actual costs exceed the Capped amount. Invoices shall state a description of the deliverables completed and the amount due. Payment shall be due upon completion and acceptance of the deliverables.

OR

Consultant will be paid for performance of the entire scope of services set forth in **Exhibit A** an amount not to exceed (Enter dollar amount and 00/100 dollars (\$0.00)), based upon the **fee(s) or lump sum(s)** for each of the **deliverables** stated in Exhibit A. Invoices shall state a description of the deliverables completed and the amount due. Payment shall be due upon completion and acceptance of each of the deliverables.

OR

Consultant will be paid for performance of the entire scope of services set forth in **Exhibit A** an amount not to exceed (Enter dollar amount and 00/100 dollars (\$0.00)), based upon the **rates** stated in **Exhibit B – Billing Rates**. Invoices shall state a description of the **services** completed and the amount due. Payment shall be due upon completion and acceptance of the services.

Keep this next paragraph:

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 consultant has earned during the period for which payment is being made based on the contract terms.

5. Oakland Business License

Consultant shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement. Consultant shall insert in each of its subcontract agreements a provision which requires its subconsultants to present proof that the subconsultant has obtained a current Oakland Business License during the term of this contract.

6. Time of the Essence

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

7. Commencement, Completion and Close out

It shall be the responsibility of the Consultant 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 Consultant to enable Consultant 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 Consultant not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Consultant 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 Consultant 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 Consultant.

8. Conflict of Interest

a. Consultant

The following protections against conflict of interest will be upheld:

- i. Consultant 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. Consultant 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. Consultant 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 Consultant.
- iv. Consultant 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. Consultant shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Consultant further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Consultant 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 Consultant 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. Consultant agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Consultant'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. Consultant understands that in some cases Consultant or persons associated with Consultant 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. Consultant further understands that, as a public officer or official, Consultant or persons associated with Consultant may be disqualified from future City contracts to the extent that Consultant 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. Consultant 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, Consultant understands and agrees that, if the City reasonably determines that Consultant 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 Consultant to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Consultant is responsible for the conflict of interest situation.

9. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Consultant must provide the insurance listed in **Schedule Q, Insurance Requirements**. Schedule Q is attached in Exhibit C and incorporated herein.

10. Indemnification

- a. Notwithstanding any other provision of this Agreement, Consultant shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Consultant's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Consultant under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Consultant 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 Consultant;
 - (v) Unauthorized use or disclosure by Consultant of Confidential Information as provided in Section 15 Proprietary or Confidential Information of the City below; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Consultant" includes Consultant, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Consultant prompt written notice of any such claim of loss or damage and shall cooperate with Consultant, 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 Consultant 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 Consultant in the amount of anticipated defense costs plus additional reasonable amounts as security for Consultant's obligations under this Section 10. In no event shall Consultant agree to the settlement of any claim described herein without the prior written consent of City.

- e. Consultant 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 Consultant by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Consultant's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Consultant's obligations under this Section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 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 Consultant 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.

11. 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 money due Consultant by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Consultant.

12. 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 Consultant and its subconsultants shall pay undisputed invoices of their subconsultants for goods and/or services within twenty (20) business days of submission of invoices unless the Consultant or its subconsultants notify the City of Oakland Liaison, Office of the City Administrator, Contracts and Compliance Unit, in writing within five (5) business days that there is a bona fide dispute between the Consultant or its subconsultant and claimant, in which case the Consultant or its subconsultant may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison upon the filing of a complaint. Consultant or its subconsultants 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 Consultant or its subconsultant fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Consultant 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.

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

If any amount due by a prime consultant or subconsultant to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Consultant or subconsultant 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 consultant or subconsultant 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.

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

Prompt Payment invoice and complaint forms are available from the City of Oakland's website: <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>. Invoice and complaint inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

13. Audit

Consultant 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.

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

In addition to the above, Consultant agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements incorporated by reference.

14. Agents/Brokers

Consultant warrants that Consultant has not employed or retained any subconsultant, agent, company or person other than bona fide, full-time employees of Consultant working solely for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any subconsultant, 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.

15. Proprietary or Confidential Information of the City

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

16. Ownership of Results

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

17. Copyright

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

18. Publicity

Any publicity generated by Consultant for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the

contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

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

19. Title of Property

Title to all property, real and personal, acquired by the Consultant 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. Consultant 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 Consultant 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 Consultant shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Consultant shall provide to the City Auditor all property-related audit and other reports required in Schedule S and under this Agreement. In the case of lost or stolen items or equipment, the Consultant 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, Consultant 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 the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120, Surplus supplies and equipment – Disposal or Destruction.

20. Arizona and Arizona-Based Businesses (Schedule B-1)

In accordance with Resolution No. 82727 C.M.S. neither this business entity nor any of its subsidiaries, affiliates or agents are headquarters in the State of Arizona or anticipates relocating to the State of Arizona duration for the life of its contract(s) with the City of Oakland or until Arizona rescinds SB 1070.

Consultant acknowledges its duty to notify the Office of the City Administrator, Contracts and Compliance Unit 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.

21. Non-Discrimination/Equal Employment Practices (Schedule C-1)

Consultant 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, Consultant agrees as follows:

- a. Consultant and Consultant's subconsultants, 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. Consultant and Consultant's Subconsultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant 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. Consultant 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, Consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22. Dispute Disclosure (Schedule K)

Consultants are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Consultant 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 Consultant's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

23. Independent Contractor (Schedule M, Part A)

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Consultant shall be, and is, an independent contractor, and is not an employee of the City. Consultant 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 Consultant in the performance of Consultant's services hereunder. Consultant 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 Consultant's own acts and those of Consultant's subordinates and employees. Consultant will determine the method, details and means of performing the services described in **Exhibit A**.

b. Consultant's Qualifications

Consultant represents that Consultant 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. Consultant's services will be performed in accordance with the generally accepted principles and practices applicable to Consultant's trade or profession. The Consultant warrants that the Consultant, and the Consultant'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 Consultant's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Consultant will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Consultant 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. Consultant has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Consultant shall complete **Schedule M, Part A, Independent Contractor Questionnaire, Part A**, attached hereto.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

Consultant 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 Consultant necessary to the performance of Consultant's duties under this Agreement.

g. Extra Work

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

24. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. 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 refer to:

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

25. Living Wage Ordinance (Schedule N) *n/a if under \$27,000 annually*

This Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service consultants (Consultants) of the City and employees of City Financial Assistance Recipients (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the attached **Schedule N, Living Wage - Declaration of Compliance**, incorporated herein as 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 - Effective July 1, 2018 to June 30, 2019, employees shall be paid a minimum initial **hourly wage rate of \$13.75 with health benefits or \$15.78 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, Consultant 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 **\$2.03 per hour**. Consultant 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. There are several websites and other sources available to assist you, including but not limited to: <http://www.irs.gov>.
- e. Consultant 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. Consultant 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 – Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to 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. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Consultant shall require subconsultants that provide services under or related to this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

26. Equal Benefits Ordinance (Schedule N-1) *n/a if under \$25,000*

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 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 consultants (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 consultants 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 consultant's operation 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 subconsultants of any contract or consultant

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 (Schedule O)

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 consultants 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, Consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O, Campaign Contributions.**

28. Nuclear Free Zone Disclosure (Schedule P)

Consultant represents that it 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, Consultant shall complete **Schedule P, Nuclear Free Zone Disclosure Form,** attached hereto.

29. Local and Small Local Business Enterprise Program (L/SLBE) (Schedules D, E, U) *Schedule U and the L/SLBE Program n/a if under \$50,000*

- 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 apply 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 VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. Additional Preference Points - For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts.
- 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 Exit Report and Affidavit (Schedule F) 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.

30. Border Wall Prohibition (Schedule W)

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code Ordinance 13459 C.M.S. The ordinance mandates and directs the City Administrator, when 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 construct any part of the U.S. - Mexico border wall.

31. 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.

32. Religious Prohibition

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

33. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Consultant.

34. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all or 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, Consultant 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, Consultant 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 Consultant.

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

35. Assignment

Consultant 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.

36. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Consultant for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations,

inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any 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 particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. 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 INFORMATION

(Name of Project Manager)

(select)

(address)

Oakland, CA

CONSULTANT INFORMATION

(Name of Consultant Project Manager)

(Name of Company)

(address)

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.

40. Governing Law

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

41. 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.

42. Inconsistency

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

[CONSULTANT NAME in all CAPS]

DEPARTMENT DIRECTOR

[person's name] Date
[person's title]

[select] Date

Approved as to form and legality:

CITY OF OAKLAND
(a municipal corporation)

Office of the City Attorney Date

Office of the City Administrator Date

City Council Resolution No. _____
Oakland Business Tax Certificate No. _____
Contract Purchase Order No. _____
DIR Project ID No. _____

EXHIBIT A – Scope of Services

(Attach Consultant's proposal. Proposal must clearly articulate Consultant's responsibilities, deliverables, schedule.)

BOILERPLATE MANDATORY TERMS

EXHIBIT B –

(City project manager must first define which Compensation Method will apply. If Time & Materials, attach Billing Rates.)

BOILERPLATE MANDATORY TERMS

EXHIBIT C – Insurance Requirements

(Insert Schedule Q from RFP or RFQ)

BOILERPLATE MANDATORY TERMS

APPENDIX C

Schedule Q – Professional Services Insurance Requirements

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

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

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

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

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

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every 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 \$ N/A each claim and \$ N/A aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the 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 \$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
- 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

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.

APPENDIX D

Reference Materials

1. 2006 Master Facilities Plan
<https://oakland.legistar.com/View.ashx?M=F&ID=1015696&GUID=043219CC-5C79-4210-A322-2CB2954D0241>
2. FOHDPL website: <https://www.fohdpl.org/>
3. Equity Indicators
<https://www.oaklandca.gov/projects/oakland-equity-indicators>
4. Equitable Climate Action Plan
<https://www.oaklandca.gov/projects/2030ecap>
5. City Council Budget Priorities
<https://cao-94612.s3.amazonaws.com/documents/Revised-Memo-re-Council-Priorities-4-26-21.pdf>
6. Feasibility Study of the Adaptive Reuse of the Kaiser Arena as a New Main Library, 2006
<http://www2.oaklandnet.com/oakca1/groups/ceda/documents/webcontent/oak049319.pdf>
7. Capital Project Standards (for reference)
<https://www.oaklandca.gov/resources/public-works-standards-guidelines-and-resources>
8. Downtown Oakland Specific Plan
<https://www.oaklandca.gov/topics/downtown-oakland-specific-plan>
9. Main Zoning Information:
<http://gisapps1.mapoakland.com/planmap/planmap.html?apn=002%20008900100>
10. Adopted City Budget FY19-21
<https://cao-94612.s3.amazonaws.com/documents/FY19-21-CIP-Adopted-Budget-Revised-FINAL.pdf>

VIII. Addenda (issued prior to Submittal due date)