



CITY OF OAKLAND
HUMAN SERVICES DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ)

For

Professional Services for Human Services Department

Release Date: March 15, 2019

Deadline for Responses: April 12, 2019

Voluntary Pre-Proposal Meeting: Tuesday, March 26, 2019 at 3:00 pm
(Pacific)- City Hall, Hearing Room 1, 1 Frank H. Ogawa Plaza, 1st Floor,
Oakland, CA

150 Frank H. Ogawa Plaza, 4th floor
Oakland, CA 94612

www.oaklandca.gov/departments/department-of-human-services

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I. INTRODUCTION

Background

This Request for Qualifications (RFQ) is being issued by the City of Oakland, Human Services Department (HSD) to identify qualified agencies, firms, project teams or individuals and solicit Statements of Qualifications (SOQ) to provide a variety of consulting services, helping to build strong communities by enriching the quality of life for individuals and families in Oakland. The Human Services Department collaborates with a diverse group of local organizations to provide services that address the changing and emerging needs of the community.

This RFQ will primarily support the following divisions within the Human Services Department:

- Oakland Fund for Children and Youth (OFCY) at <https://www.ofcy.org>
- Oakland Unite (OU) at <http://oaklandunite.org>
- Sugar-Sweetened Beverage (SSB) Distribution Tax Program at <https://www.oaklandca.gov/boards-commissions/sugar-sweetened-beverages-community-advisory-board>
- Alameda County - Oakland Community Action Plan (AC-OCAP) at <http://www.ac-ocap.com>
- Community Housing Services at <https://www.oaklandca.gov/topics/housing-and-homelessness-assistance>

These programs provide funding to public and non-profit agencies to support direct services for Oakland, children, youth, parents and caregivers; prevent and reduce violence and homicides, reduce the consumption of sugar-sweetened beverages and promote healthy lifestyles, and address and alleviate poverty and homelessness in our communities.

This RFQ is intended to identify a list of qualified agencies, firms, project teams or individual candidates who can complete the tasks identified in each service category. The City of Oakland intends to enter into agreements with multiple entities to provide the various services outlined below in the Scope of Services section.

Project Descriptions

HSD is seeking to develop a list of qualified contractors ranked in numerical order to provide a variety of consulting services as described in Section II of this document. Selections for future projects will be based on the competitive qualifications, experience, and hourly rate quoted in the proposals responding to this RFQ. After the pre-qualified list is established, one or more qualified contractors may be asked to provide further details, portfolios of work and additional

price information based on the needs of specific projects. Interested parties may submit separate proposals for each Service Category.

The Service Categories include:

- 1) Strategic Planning
- 2) Design, Marketing and Communication Services
- 3) Independent Evaluation of Program Services
- 4) Research Study on the Impact of Public Health Programs
- 5) Data Reporting and Management Services
- 6) Training, Technical Assistance and Capacity Building
- 7) Workforce-Focused Capacity Building and Employer Engagement

Funding Terms and Duration

HSD may fund contracts under this RFQ with a variety of federal, state or local funding as appropriate, including, but not limited to: revenues from Sugar Sweetened Beverage Distribution Tax and Safety and Services Act, along with federal and state grant funding and foundation or charitable giving funds, and City of Oakland general funds.

This RFQ will be in effect from 2019 to 2022, HSD may contract with the list of qualified entities developed through this RFQ for agreements that start within the three-year timeframe. The term of any agreements (and any approved amendments) entered into within the timeframe may extend beyond the three-year timeframe.

Any updates to the timeline or changes to the content of the RFQ will be posted on the HSD webpage at <https://www.oaklandca.gov/departments/department-of-human-services> as well as iSupplier. It is the proposer's responsibility to review all changes posted and adjust responses as needed.

RFQ Timeline

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

- | | |
|--|------------------------------------|
| • Distribution of RFQ | Friday, March 15, 2019 |
| • Pre-proposal Meeting | Tuesday, March 26, 2019 at 3:00 pm |
| • Submission of Questions Deadline | Friday, April 5, 2019 at 12:00 pm |
| • Submission of SOQ | 2:00 PM, Friday, April 12, 2019 |
| • Notification to Qualified Applicants | May 2019 |
| • City Council Approval (if necessary) | May 2019 |
| • Contract Negotiations | Ongoing, as needed |
| • Contract Award | June 2019 to June 2022 |

Pre-Proposal Meeting and Respondents' Questions

Voluntary Pre-proposal Meeting: A meeting for prospective respondents will take place on Tuesday, March 26, 2019 from 3:00 p.m. to 4:30 p.m. at Hearing Room 1 in City Hall, 1 Frank H. Ogawa Plaza, Oakland, CA 94612. Topics to be discussed at this meeting include scope of services, proposal requirements, compliance with applicable programs, and mandatory registration in "iSupplier".

Respondents' Questions: Respondents may request clarification or ask questions about this document by emailing oaklandhsd@oaklandca.gov through April 5, 2019 at noon. No phone or fax questions will be answered. A consolidated list of questions and answers will be posted to the HSD website at <https://www.oaklandca.gov/departments/department-of-human-services>. All answers will be posted by end of day Tuesday, April 9, 2019. Periodic posting of questions and answers may occur prior to that deadline. Proposers are responsible to review the website periodically and incorporate guidance as appropriate.

Compliance with City Programs and Policies

The Contractor shall be required to comply with all applicable City programs and policies outlined in Appendices A and B. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to:

- ◆ Equal Benefits for Registered Domestic Partners
- ◆ Campaign Contribution
- ◆ Post-project Contractor Evaluation
- ◆ Prompt Payment
- ◆ Arizona Boycott
- ◆ 50% L/SLBE
- ◆ Dispute Disclosure
- ◆ Living Wage
- ◆ Minimum Wage
- ◆ Professional Services Local Hire
- ◆ and Border Wall Prohibition.

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

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

Free copies of the RFQ documents and Addenda are available [for download] in iSupplier. Hard copies will NOT be available for purchase from the City.

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



Contact Information: The following City staff are available to answer questions regarding this RFQ.

1. Project Manager: Jessie Warner at jwarner@oaklandca.gov
2. Contract Administration: Jasmine Chan at jchan@oaklandca.gov
3. Contract Compliance Officer: Sophany Hang at shang@oaklandca.gov

II. SCOPE OF SERVICES

This RFQ is being issued by the City of Oakland, Human Services Department. The Department seeks to develop a list of qualified consultants in the following service categories:

#1: Strategic Planning

Strategic Planning Services to implement strategic planning in several program areas to define and develop short-term and long-term strategies including goal setting, analysis, strategy formation, strategy implementation and ongoing strategy monitoring.

Specifically, AC-OCAP is working collectively to address and tackle the complex causes and effects of poverty on Alameda County's low-income residents. This planning effort will help identify key strategies to ensure resources, programs and services are strategic, result driven, and accountable. Initial projects to support AC-OCAP planning are anticipated.

Projects to support the SSB Advisory Board may include engaging community stakeholders and the SSB Advisory Board through a strategic planning process.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award

Minimum Qualifications

- Demonstrated understanding of the strategic planning process and three years of verifiable experience in providing strategic planning services to social service organizations;
- Experience conducting stakeholder strategic planning sessions including community members and other systems partners; and
- Expertise in developing a strategic plan based on research and data analysis

Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland;
- Previous work in strategic planning for youth, poverty, homelessness, violence prevention or public health programs;
- Expertise in community engagement and interactive design to elicit feedback;
- Ability to utilize best practices in establishing a framework which ensures that racial equity, diversity, and inclusion are key values in developing a shared understanding of key terms and concepts;
- Ability to help identify best practice strategies, programs and/or services to be undertaken to address community needs identified; and

- Experience in facilitating group meetings among diverse populations to generate consensus.

Supplemental Questions

- 1) Provide a proposed sample project plan, identifying process, benchmarks, and deliverables.
- 2) Provide an example of at least 2 similar strategic planning projects completed by you or your organization in the last 5- years; provide links to websites and/or attach relevant supplemental materials.

#2 Design, Marketing and Communication Services

Design, Marketing, Branding, Collateral and Website Development Services to improve visibility, public health messaging and communication to stakeholders and the public regarding the purpose of HSD funding and impact of HSD programs. Up to \$250,000 is available for initial projects for SSB detailed below. In addition, up to \$30,000 is available for initial projects for OFCY.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Activities for OFCY and other HSD divisions may include:

- Design services for logo, branding materials, collateral or promotional materials, style guides to improve branding and identity
- Website design/redesign
- Develop and implement a multi-media communications strategy to establish, brand/ identify, and demonstrate impact of citizen initiatives along with public health messaging and marketing activates to boost program visibility and resident participation
- Design and deliver reports and/ or a template for reports and other documents, such as an OFCY 3 Year Impact Report format, to communicate accomplishments and impact of or plans for funding

Activities for the Oakland Sugar Sweetened Beverage (SSB) Tax Program may include:

- **Messaging Campaign** - Establish a consistent, effective and culturally resonate/affirmative public health messaging campaign to promote consumption of water, increase awareness of healthy alternatives to sugar sweetened beverages, and promote healthy lifestyles among Oakland residents.
- **Communications Plan** - Develop a Communications Plan analyzing the target audiences and recommending how through marketing, media, and messaging the goals and objectives of the SSB tax program, including to reduce the consumption and effects of

sugar sweetened beverages are to be achieved for targeted populations, include strategies for creating print and web materials that are user focused.

SSB seeks consultants with expertise to:

- Design services for development of logo, creative assets and collateral materials (i.e. logo, style guidelines, media/press kit, fact sheets, brochures, flyers, blogs, etc.) to create identity for Oakland SSB Tax program that aligns with local and regional branding efforts
- Develop a communications campaign to promote drinking of water and identify communication channels and messaging strategies (key messaging, tag lines, talking points, media coverage)
- Engage youth and other stakeholders in the development of communication strategies, use focus groups and/or events
- Identify and develop opportunities to leverage community partners/assets, such as health foundations, corporate foundations, government agencies, non-profits, etc.
- Establish interactive, user friendly website and social platforms
- Design an annual report format for SSB fund and other HSD divisions
- Project manage implementation of billboard/media strategies
- Leverage regional efforts and local resources in the development of Oakland's SSB marketing and communications program.

Minimum Qualifications

- At least three years of verifiable experience providing the marketing and communications services described above;
- Past experience developing culturally resonate/affirmative communications for under-resourced and under-served communities;
- Demonstrated success launching innovative public awareness campaigns that reach a diverse population, such as Oakland;
- At least three years of verifiable experience conducting focus groups with diverse Oakland populations or with demographics similar to Oakland;
- Verifiable experience conducting focus groups with diverse Oakland residents, such as the SSB priority populations (e.g., youth and their families, pregnant mothers, and groups/communities disproportionately targeted by the beverage industry);
- At least three years of verifiable experience providing project management across multiple partners to accomplish a complex project with similar goals; and
- Verifiable experience developing cross-sector and regional marketing strategies and communications.

Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland;
- Familiarity with the work of the HSD programs including the Oakland Fund for Children and Youth, Sugar Sweetened Beverage Tax Program, and Oakland Unite;
- Prior experience working with volunteer advisory and oversight boards;

- Prior experience contracting with the City of Oakland or another local government agency to provide services described above; and
- Prior experience with public health messaging for a SSB Tax Program.

Supplemental Questions

Please answer the following questions and provide samples of work as part of the response package.

- 1) Clearly indicate which of the marketing and communications services you or your organization can provide. (e.g. Website design, branding/logo redesign, etc.).
- 2) Provide an example of at least 2 similar projects completed by you or your organization in the last 5- years; provide links to websites and/or attach relevant supplemental materials.
- 3) If applying for SSB, provide examples of work plans for a communications project of similar complexity.

#3: Independent Evaluation of Program Services

Independent Evaluation, Research and Data Reporting and Management Services to study the impact and evaluate programs and services provided by HSD. Respondents may propose to provide some or all of the services in this Service Category; please indicate which activities in this Service Category your proposal is responding to.

Approximately \$250,000 is available for initial evaluation projects for OFCY. Funds will also be available for initial evaluation services for SSB.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Evaluation activities may include:

- **Project Management** – Coordinate with staff on all aspects of the design and implementation of the evaluation. Manage all evaluation activities, and coordinate with grantees to conduct all aspects of the evaluation.
- **Evaluation Design and Implementation** – Develop a comprehensive results-based evaluation that includes identification of desired outcomes and performance measures for funding strategies and for all programs, including short-term outcomes, long-term outcomes, quantitative outcomes and assessment of program quality. Evaluation design should use both qualitative and quantitative data to document how much effort and activity has been accomplished, how well services have been delivered, and the extent to which the participants and targeted populations have benefited from these efforts.
- **Data Collection/ Organizing** – Develop and refine tools, including surveys from various stakeholders, data collection processes and procedures at the program level, data input

and data structure in the data management system, and other methodologies. Data collection includes client demographics, participation in activities, staff demographics, funding and matching funds supporting projects, assessments of program demand and program costs, and strategy-specific data required for a comprehensive assessment and understanding of program impact.

- **Reporting** – Provide a summary mid-year report and a comprehensive final report in a format that is useful and accessible by the public, stakeholders, and particularly to the funded programs. The ability to communicate complex findings in a clear and concise manner is valued. Communicate the report and findings to the relevant Oversight Committee and Oakland City Council.
- **Technical Assistance to Grantees and Staff** – Provide technical assistance to grantees to ensure evaluation participation and compliance, and provide grantees with opportunities for evaluation planning for program and organizational development. Maintain clear and ongoing communication with HSD staff in support of the evaluation. The consultant will facilitate quarterly meetings for all grantees to communicate evaluation-related updates, promote best practices in the field, provide opportunities for peer learning and knowledge sharing. The manner and structure of the meetings should be designed to best meet the needs of a large, diverse pool of organizations, with the intention that programs meet four times over the course of the year to have regular contact with the evaluation team.

Evaluation activities for OFCY may include:

- Working with OFCY staff and contracted service providers to establish a comprehensive independent evaluation plan to provide an annual evaluation of programs
- Production of a mid-year report on progress and a 12-month year-end report that will provide a quantitative and qualitative assessment of approximately 150 programs serving children, youth, parents and caretakers in Oakland that provide analysis of program outcomes and impact aligned with a Results Based Accountability framework, and examine multiple data points to establish a clear and independent understanding of the programming supported by OFCY. The mid-year evaluation report shall summarize program performance through six months and qualitative data gathered to inform grant renewal determinations. The year-end evaluation report shall include information on children, youth, and adult participation and demographics; hours of service and types of services delivered; cost of services; matching funds raised by programs; and percentage of contracted goals achieved. The year-end report includes profiles for each OFCY-funded program, summarizing program-level evaluation findings.

Evaluation activities for SSB may include:

- A comprehensive evaluation designed through consultation with HSD staff and stakeholders around the impact of strategic funding investments in City of Oakland Departments and the Oakland Unified School District, and Year 1 of the new Sugar Sweetened Beverage Community Grants Program over the 12-month period ending in June 30, 2020. The Community Grants Program features prevention, education, and

community based health programs selected to implement the objectives of the SSB program. It is anticipated that 14-24 programs will launch July 1, 2019

- Evaluation to document the program objectives, activities, accomplishments and outcomes for SSB programs seeking to contribute to the initiative's overall goal to reduce the consumption of sugar sweetened beverages and the health effects thereof, and to promote the consumption of water, alternative beverages and active and healthy lifestyles
- Inclusion of both quantitative and qualitative methodologies in the evaluation
- Use of pre- and post tests in the evaluation is also desirable
- Provide recommendations as to the potential interface with data management system anticipated to be under development

Minimum Qualifications

- Expertise in conducting independent evaluation of non-profit children and youth services for government funding entities, and demonstrating a clear understanding of the decision-making needs of grant-making bodies at the strategy and program levels;
- Demonstrate experience working with community based organizations and public agencies serving culturally diverse children and youth in an urban environment;
- Demonstrate experience in the development and implementation of evaluations in partnership with multiple public agencies, grantees, and administrative oversight bodies; and
- Demonstrate a capacity to effectively communicate findings.

Preferred Qualifications

- Demonstrate an understanding of the child and youth development programming, and the funding strategies supported by OFCY. This includes an understanding of outcomes and indicators that are meaningful to policy makers and obtainable by grantees;
- Demonstrate an understanding of healthy communities and health systems;
- Demonstrate experience with the opportunities and challenges in identifying strategy level and program specific outcomes, measures, and processes for administering evaluation efforts with different program models and in different program settings;
- Ability to effectively integrate a results-based accountability framework into the evaluation design;
- Project Management, staff, and organization reflect the diversity of Oakland; and
- Collaborative project teams are encouraged. Demonstrate past successful collaborations to achieve similar evaluation projects.

Supplemental Questions

Please indicate if you would like your SOQ to be considered for SSB, OFCY or both and provide responses to the following questions along with provide samples of work as part of the response package.

- 1) Describe your organization's experience working with government funders for independent evaluation of services delivered by non-profit agencies.
- 2) Address your understanding and background with providing program-level assessments to assess grantee performance, develop effective program and fund strategies, and measure fund impact.
- 3) Describe your experience working with grantees to support improvement without compromising accountability needs regarding assessment of performance.
- 4) Describe your public health and health system expertise, if applicable.
- 5) Describe your organization's approach with communicating results to different audiences. Address what different kinds of information these audiences need.
- 6) Describe your organization's expertise in the strategies for which you are proposing to evaluate.
- 7) Describe your organization's proposed work plan and timeline to fulfill the scope of work and to execute the project. Describe how you intend to interface with City staff to support the project.
- 8) Describe your ability to work effectively with public agencies and school districts to develop data-sharing agreements to analyze programs and protect client and program confidentiality.
- 9) If applicable, describe your intention to subcontract out any portion of this contract to fulfill the scope of work. Provide information on the qualification of the subcontractor(s) and their specific role in achieving the scope of work.

#4: Research Study on Public Health Impacts

Research Study on Public Health Impacts At this time SSB, seeks to design and implement a study to determine the impact of the sugar sweetened beverage distribution tax over time. The purpose of the study would be to assess the effect of the tax and related efforts on the goal "to reduce the consumption of sugar sweetened beverages and related health effects". This study should include analysis of reduction in purchase and/or consumption of sugar sweetened beverages.

Funds are available for initial research projects for SSB.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award

Research activities for SSB may include:

- Design and implement a study to determine the impact of the sugar sweetened beverage distribution tax over time; to assess the effect of the tax and related efforts on the goal “to reduce the consumption of sugar sweetened beverages and related health effects”
- Analysis of reduction in purchase and/or consumption of sugar sweetened beverages
- Review of Oakland-related SSB research

Minimum Qualifications

- Qualified research professionals;
- Previous work in the research field assessing the impact of the “soda tax” on local communities; and
- Understanding of public health programs.

Preferred Qualifications

- Proposers are located in Oakland and have been regularly and continuously engaged in the business of providing evidence-based research services to local governments with a beverage distribution tax;
- Project Management, staff, and organization reflect the diversity of Oakland; and
- Demonstrated experience with preparing research reports that are written in a format that is useful and accessible by the public, stakeholders, and City staff and officials.

Supplemental Questions

- 1) Provide articles or evidence of previous work products related to this topic; provide links to websites and /or attach relevant supplemental materials.
- 2) Address your understanding of the connection between health, wealth and equity.

#5: Data Reporting and Management System

Data Reporting and Management System developed and deployed to track data and activities of HSD programs.

Funds are available for initial data reporting and management system projects for SSB.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award

Data Reporting and Management System activities for SSB may include:

- Design, develop and deploy a database management system to track data on the activities, participants, and outcomes of the Community Grants Program, which features 14-24 prevention, education, and community based health programs.
- The data system should address reporting of data to be used for evaluation of the participating projects and support an online application process for the next round of funding.
- Scoping meetings: Conduct preliminary research and one-on-one technical sessions with staff and a selection of the participating agencies to develop custom applications and functions/procedures for the purpose of interfacing with the database, and determining, the conditions, requirements, mitigations, and obligations of a technical or legal nature, and establishing operating objectives and outputs.
- Assist with integration directly with City systems as appropriate, and other applicable systems as necessary, or indirectly through data exporting/importing.
- Create and adhere to a project schedule for building and launching this system.
- Incorporate a secured network that facilitates data sharing among City systems, grantees and stakeholders.
- Development of user friendly dashboards and reporting.
- Roll-out: Launch the new Reducing Consumption of Sugar Sweetened Beverages Community Grants Reporting System. Provide ongoing support and development through beta-testing.
 - Design maintenance protocols: Develop custom reporting and security and access controls to allow for the preservation of integrity of inputted data. Build document management capabilities to upload and retrieve relevant files.
 - Training and technical assistance plan for the staff and program staff and identified plan for technical support.

Minimum Qualifications

- A successful track record in organizing and facilitating projects of similar scale and complexity;
- Technical expertise needed for all aspects of establishing the system; and
- Demonstrated experience with public sector data systems, particularly or nonprofit services.

Preferred Qualifications

- Verifiable experience working with healthy communities and health system evaluation projects; and
- Project Management, staff, and organization reflect the diversity of Oakland;

Supplemental Questions

Please answer the following questions and provide samples of work as part of the response package.

- 1) Describe your organization's experience working with government agencies concerning development of data reporting and managing systems.
- 2) Describe how you intend to interface with City Staff to support this project.
- 3) Describe your organization's experience working with health systems data reporting and management systems.
- 4) Describe your ability to work effectively with public agencies and non-profits to develop data sharing systems to analyze programs and protect client and program confidentiality.

#6: Training, Technical Assistance and Capacity Building

Training, Technical Assistance and Capacity Building Services to support HSD funded agencies serving Oakland residents in various program areas, including the network of programs and agencies receiving SSB, OFCY and/or Oakland Unite funding, as well as other divisions.

Up to \$60,000 is available for initial training and capacity building services for OFCY. In addition, up to \$250,000 is available for initial training and capacity building services for OU.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Training and Capacity Building activities for **OFCY** may include:

- Plan and coordinate comprehensive training and technical assistance efforts for OFCY providers, including oversight of the process and contracting with training providers.
- Develop a comprehensive training and technical assistance implementation plan that may include some or all the training topics listed below. The list of topics is not exhaustive, and is included to provide respondents with a sense of the type and range of topics that are of interest.
- Lead the logistics and coordination of training opportunities, including scheduling, training facilities rentals and reservations, providing food and training materials to participants, and communicating training opportunities with providers.
- Establishing a training and support calendar of events provided by the consultant as well as external opportunities that can provide free or low-costs training and support to front line, management, and executive staff.
- Tracking and monitoring participation and satisfaction with trainings provided.
- Project management to a coordinate multiple types of support to a variety of non-profit agencies.

- Directly providing training services as well as identifying additional training and capacity-building resources to provide a range of training, professional development, capacity building and coaching support to agencies.
- Coordinate and administer contractual/ payment agreements for subcontracted training and technical assistance providers.
- Establish a plan for connecting programs to new and existing training resources to build a strong provider network
- Provide regular and ongoing communication to programs about training and networking opportunities.

Of note for OFCY: OFCY seeks consultants with expertise in the following areas:

- Leadership coaching
- Board oversight and development
- Organizational and fiscal management
- Staff recruiting, development and retention
- Financial planning, budgeting, oversight & operations
- Technological infrastructure
- Nonprofit establishment, formation, and creating effective policies and procedures
- Child and Youth Development programming expertise in:
 - Positive Youth Development Principles and Practices
 - Interactions and Communication with Children/ Youth
 - Cross-Cultural Competency and Responsiveness
 - Mental Health / Trauma Informed Care
 - Child / Youth Assessment and Individualized Planning
 - Child/ Youth Growth and Development
 - Youth Leadership & Empowerment
 - Creating a Learning Environment & Developing Curriculum
 - Literacy Support
 - Connecting with Families, Communities, and Schools
 - Connection to Community and Public Resources

Training and Capacity Building activities for **Oakland Unite** may include:

- Developing and implementing a training and capacity program to enhance the skills of community-based providers in the Oakland Unite grantee network.
- Planning and coordinating comprehensive training and technical assistance efforts for Oakland Unite providers, including oversight of the process and contracting with training providers.
- Working closely with HSD-Oakland Unite staff to develop and deliver an integrated training program that enhances providers' ability to meet the standards outlined below.
- Developing a range of training modalities from large group trainings, multi-session learning communities, and one-on-one leadership coaching.
- Incorporating provider certification opportunities into the training plan on topics such as coaching, motivational interviewing, and cognitive-behavioral interventions.

Of note for Oakland Unite: Oakland Unite has developed the following “Program Standards of Practice” that all grantees providing violence intervention services must incorporate into program design, and seeks consultants able to organize a training program that addresses:

- **Establish a Trusting Relationship:** Providers use trauma-informed approaches, and have cultural, linguistic, and gender competencies that build participant’s trust.
- **Keep Participants Safe and Well:** Providers offer support managing emergencies, help participants develop self-care techniques and skills to deescalate conflict.
- **Develop Participant-Centered Goals:** Providers assess participant readiness and engage with stages of change, coach through self-imposed limiting beliefs, increase participants’ internal motivation, and support positive decision-making.
- **Support Sustainable Change:** Providers understand participants’ family and community context, and use coaching practices such as making requests, giving feedback and providing accountability to help sustain positive change.
- **Building A Professional Practice:** Providers set and manage healthy boundaries with participants in dealing with secondary trauma. Agencies have strong management systems and practices.
- **Coordinated Efforts:** Providers work in partnership to achieve better outcomes for participants, while maintaining participants’ trust and confidentiality.

Additional Information for both OU and OFCY: Applicants should budget funds for room rental and food for trainings.

Minimum Qualifications

- At least three years of verifiable experience providing coaching, capacity-building, and/or training services to nonprofit organizations (training may have been provided either directly or through sub-contractors);
- At least three years of verifiable experience providing project management across multiple partners to accomplish a complex project with similar goals; and
- Demonstrated ability to identify and manage subcontractors, including fiscal oversight and ensuring timely payments (City may request additional proof of fiscal management capacity).

Preferred Qualifications

- Project Management, staff, and organization reflect the diversity of Oakland;
- Familiarity with the child and youth funding strategies employed by Oakland Fund for Children and Youth and /or some or all the violence intervention strategies employed by Oakland Unite;

- Prior experience contracting with the City of Oakland to provide technical assistance, training, and/or capacity building services to non-profit agencies; and
- Collaborative project teams are encouraged. Demonstrate past successful collaborations to achieve similar projects.

Supplemental Questions

For OFCY, please answer the following questions and provide samples of work as part of the response package.

- 1) Explain your ability to develop nonprofit capacity building and training plans.
- 2) Describe your experience in providing training and support in both one-on-one settings and small group settings.
- 3) Describe your knowledge of appropriate nonprofit resources and service providers to which nonprofit boards and senior staff would be directed.
- 4) Describe your approach with clients. How do you communicate effectively with nonprofit organizations and engage the cooperation of board members and other key stakeholders in the implementation process?
- 5) Describe your success in helping nonprofit clients accomplish specified goals.
- 6) What knowledge and experience do you possess for dealing with clients' capacity challenges and producing results of a desired level?
- 7) What is your firm's blended hourly rate?

For Oakland Unite, please answer the following questions.

- 1) Describe your approach to creating learning communities among and within nonprofit organizations and local system partners/funders.
- 2) Describe your approach to supporting skill development for peer professionals serving people and communities at the center of violence.
- 3) Oakland Unite expects that the Skills and Capacity Building consultant will manage contracts and payments to other providers. Please describe past experience handling subcontracts including what fiscal systems you have in place to ensure prompt and timely payment.
- 4) Coordination of the training and TA program for Oakland Unite's providers will require significant project management skills. Please describe your experience managing a complex project including any required deliverables.

#7: Workforce-Focused Capacity Building and Employer Engagement

Workforce-Focused Capacity Building and Employer Engagement to support HSD- funded providers in development of program models and to enhance employer engagement efforts.

HSD programs serve a wide-range of residents with barriers to employment including criminal records, disability, limited prior work experience, and episodes of homelessness.

Approximately \$50,000 is available for initial workforce-specific capacity building and employer engagement for Oakland Unite.

Other HSD divisions anticipate additional projects and funding available under this category. If additional funding becomes available, contract amounts may increase during the period of award.

Workforce-Focused Capacity Building activities may include:

- Plan and implement capacity building efforts for workforce providers along with a strategy to increase employer and training partner engagement to enhance sustainable employment opportunities and job placements for Oakland Unite participants and other HSD program participants.
- Implementing best practices to engage employers and training partners directly to enhance hiring including linking workforce providers with employers willing to hire
- Efforts to utilize City of Oakland policies, resources and reputation to encourage hiring of people with barriers to employment including criminal records, disability or history of homelessness.
- Work, on an as needed basis, to coach providers to improve their ability to provide job ready candidates for job openings, training opportunities and career pathways
- Developing partnerships with large, local employers, including the City of Oakland and Alameda County, to streamline hiring of appropriate HSD program participants
- Connection to labor unions and other apprenticeship programs

Minimum Qualifications

- At least three years of verifiable experience providing coaching, capacity-building, and/or training services to nonprofit organizations (training may have been provided either directly or through sub-contractors);
- Experience in provision of workforce services and knowledge of funding available as training/supportive services such as on-the-job training (OJT);
- Knowledge of local landscape including experience working with employers, local workforce development boards, business associations, unions, industry associations, training providers and other employment providers to enhance pathways to employment for hard to employ individuals;
- Experience working with groups of employers that may be organized by industry, geography and/or involved in broad based business associations; and
- Experience delivering training and coaching to workforce professionals in particular those that serve people with limited skills training who are often disconnected from work particularly those at highest risk of violence, including formerly incarcerated and justice system-involved residents

Supplemental Questions

- 1) If interested in working with OU, describe experiences developing pipelines into work for hard-to-employ/reentry youth and adults (between the ages of 14-35) including details about any employer partners.

III. THE PROPOSAL

A) Minimum Qualifications, Preferred Qualifications and Supplemental Questions

In order for an application to be considered responsive to this RFQ, the contractor must possess and address in their response the minimum qualifications for the relevant Service Category(s) in **Section II: Scope of Services**. No proposer shall have any legal or equitable right or obligation to enter into a contract or to perform the work as a result of meeting minimum qualifications.

If any preferred qualifications are specified in **Section II: Scope of Services**, please also address these preferred qualifications in your response, if applicable. Please note that meeting preferred qualifications (if any) is not required, but is desirable.

In addition to responding to and addressing the minimum qualifications, respondents to specified Service Categories in **Section II: Scope of Services** must also answer all of the listed supplemental questions for the application to be complete.

B) Statement of Qualifications: Required Elements and Format

- 1) **Cover Letter:** Provide a cover letter with contact information, including email address and phone number, for the respondent. The letter must be signed by an officer of the consultant, agency or firm. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

In the cover letter, clearly state which Service Category(s) under which you are submitting a Statement of Qualifications. Provide an estimate of the hours required to complete the tasks outlined in the Service Category and to provide a quotation of the hourly rate of compensation. Provide the information in the following format in your transmittal letter:

<p>Service Category # <i>(enter # here):</i> <i>(enter name of Service Category(s) here)</i> _____</p>	<p>Estimated hours: _____ Hourly rate: _____</p>
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If providing qualifications for multiple Services Categories, please respond separately for each Service Category.

- 2) **Project Team:** In response to this RFQ, the prime contractor shall be qualified agencies, firms, project teams or individuals. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

- 3) **Project Personnel:** For proposed Project Personnel, provide resume(s) detailing experience, education, and other factors relevant to the services described in this RFQ. Be sure to include information about work similar to this project, as well as any related completed projects, education, and training. If you are proposing sub-consultants, provide a detailed resume of the proposed project manager of each sub-contractor for the scope of services, with relevant experience clearly identified. Applicants who meet minimum qualifications may be asked to provide additional information regarding project personnel for specific projects.
- 4) **Relevant Experience:** Describe experiences performing similar functions in three separate projects, with emphasis on government contracts. Provide a brief description of recommendations and outcomes. If the team has worked together collaboratively, please include a description of this work.
- 5) **Project Approach and Organization:** Present your concept of the approach, organization and structure required for this project. Indicate your understanding of the critical project elements. Incorporate your responses to any supplemental questions in this section.
- 6) **Professional References:** Provide three professional references who can verify the respondent's previous experience and outcomes. giving name, company, address, current telephone number and email address, and business relationship.
- 7) **Recent Contracts:** A statement listing all contracts (both public and private) relevant to services solicited that have been completed during the last five (5) years. The statement must also list any failure or refusal to complete a contract, including details and dates. The statement should include a description of challenges, successes, and impacts of the projects(s).
- 8) **Proposed Rates:** Provide details on all staff hourly rates by staff role and by project category, and provide a proposed budget that details the activities to be performed by each staff type and estimated hours. Hourly rates shall be all-inclusive, i.e. base salary, fringe benefits, overhead, profit, etc.
- 9) **Required Schedules with Submission:** Submittals will be validated to ensure compliance with the following schedules, required with submission.
 - i) **Schedule E - Project Consultant Team**
 - ii) **Schedule O - Campaign Contribution Limits**
 - iii) **Schedule W - Border Wall Prohibition**
- 10) **Review of Schedules required for contracting:** Other schedules must be submitted prior to full contract execution and are available for review at: www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules

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

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

Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

C) Submittal Instructions

Submissions in reply to this RFQ must be in the form of a Statement of Qualifications (SOQ) containing the response and all required supporting information and documents. Note that some Service Categories in **Section II: Scope of Services** may require additional documents or answers to supplemental questions to be submitted as part of the proposal.

Applicants may respond to multiple Service Categories through one SOQ or applicants may submit separate SOQs to address each Service Category under which your firm would like to be considered. **Please identify clearly in the cover letter which Service Category(s) from Section II: Scope of Services under which the SOQ should be considered.**

SOQ(s) must be submitted by 2:00 PM on Friday, April 12, 2019. Three additional forms are required. These schedules are required by the City's Contract Compliance Division to ensure contractors follow a variety of ordinances and laws. The following are **required** at submission:

- Schedule E: Project Consultant Team
- Schedule O: Campaign Contribution Limits (public agencies do not need to submit)
- Schedule W: Border Wall Prohibition Form

To receive preference points for having a local work force, applicants may also submit:

- Schedule E-2: Oakland Workforce Verification Form (optional but strongly encouraged)

Electronic copies of these documents can be downloaded from www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules More details about required Contract Compliance schedules is available in **Appendix B**.

To submit the SOQ and required City schedules, responders may pick between the two options below. Option 1 is the preferred method.

- 1) One (1) complete SOQ may be submitted via email to oaklandhsd@oaklandca.gov. The entire SOQ should ideally be submitted as one file attachment. If items (portfolio pictures, etc.) are too large to combine into a single file, additional compressed files containing supplemental materials may be submitted. Files must be either MSWord or PDF. If requested, picture files may be png or jpeg.

OR

- 2) One (1) hard copy of the complete response package may be hand-delivered by 2:00 P.M. on Friday, April 12, to:

Human Services Department, City of Oakland
150 Frank Ogawa Plaza, Suite 4340 (4th Floor)
Oakland, CA 94612

Proposals not received at the above location by the Submittal Deadline are late and will be returned to proposers unopened.

D) Rejection of Proposal Elements

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

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

HUMAN SERVICES DEPARTMENT: RIGHTS AND RESERVATIONS

By submitting a proposal, an applicant authorizes HSD to verify any information the proposal contains. At any time before a contract is issued, HSD may conduct site visits, interviews, and/or undertake other means to verify applicants' provision of services before making a final contract determination. HSD has the right to disqualify applicants whose proposals present false, inaccurate, or incorrect information or are incomplete in any fashion.

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

E) Evaluation of Proposals and Selection Process

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals. To meet minimum qualifications, proposals must receive 70 points or higher.

- 1) Relevant Experience30 points
 - Experience on at least three (3) projects providing services similar to those described in this RFQ.
 - Prior experience and ability to work with multiple-stakeholders such as government staff, community groups, and other stakeholders, if applicable.

- 2) Qualifications20 points
 - Professional background and qualifications of team members and firms comprising the team.

- 3) Organization20 points
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Ability to perform numerous projects at the same time.

- 4) Approach20 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Special resources the team offers that are relevant to the successful completion of the project.

- 5) Fiscal Responsibility and Overall Cost Effectiveness.....10 points
 - Proposed rate and budget is reasonable for the scope of services to be delivered
 - Cost control procedures in design and construction.

- 6) L/SLBE Certified Business Participation2-5 Points

- 7) Other Factors.....5 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

INTERVIEWS OF FIRMS- (As needed)

Interviews of qualified candidates may be held if a selection is not made from the evaluation phase, or to determine eligibility for future specific projects within the defined service areas.

- 1) The Department may determine that some respondents will be invited to interview. The selected respondents will be notified orally and in writing, and may be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within three (3) to five (5) working days of invitation to interview. Interviews may occur at any point during the period of the RFQ as funding for additional services is available.
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the presentation and a question-and-answer period. At the interview, respondents should be prepared to discuss their specific experience providing services similar to those described in the RFQ, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
- 3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:
 - a) Presentation:.....40 points (Scoring criteria is similar to that of the proposal criteria.)
 - Relevant Experience
 - Qualifications.
 - Organization.
 - Approach.
 - Other Factors
 - b) Request for Qualifications Submittal:.....25 points
 - Total points from the initial review of responses will be allocated proportionally based on a maximum allowance of 20 points
 - c) Interview / Questions:.....35 points

Only those contractors meeting the relevant experience that submit a Statement of Qualifications will be invited for interviews.

F) Contract Award & Negotiations (Subject to Change)

- 1) The selection process will include an initial screening of the responses based on the minimum qualifications. All qualified written responses will then be evaluated and ranked. The Department has the option of conducting oral interviews as part of the evaluation process. **Receipt of a notification letter confirming the respondent met the minimum qualifications as set forth in the RFQ is not a promise to contract for services.** Contractor(s) receiving prequalification letters may be subsequently contacted by the department to discuss specific opportunity(ies) that coincide with the respondent's qualifications when and if they arise.

- 2) The final selection of all contractors for projects, based upon the written response (and possibly an interview), will be made by the Director of the Human Services Department.
- 3) The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
- 4) The City will withhold the final 10% of the contract amount pending successful completion of work.
- 5) Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
- 6) A sample City standard professional services agreement is available at <https://cao-94612.s3.amazonaws.com/documents/dowd007704.pdf>. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
- 7) Upon award the City will issue a Notice to proceed.
- 8) The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFQ

APPENDIX A: COMPLIANCE WITH CITY POLICIES AND ORDINANCES

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)
 - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
 - b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
 - c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
 - d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
 - e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
 - f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.**
 - g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical

expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j) Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

4. The City’s Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made

part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a) Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$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, Contract shall pay adjusted wage rates.
- b) Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.03 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c) Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d) Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>.
- e) Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f) Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g) Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains

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

- h) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

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

For further information, please go to the following website:

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

6. Equal Benefits Ordinance

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

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

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

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

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

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

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

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

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

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

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

8. Non-Discrimination/Equal Employment Practices

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

- a) Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related

Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c) Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f) The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g) All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h) The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i) In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j) In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts

which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

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

10. Border Wall Ordinance

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

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

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

11. Pending Dispute Disclosure Policy:

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

12. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City

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

13. Nuclear Free Zone Disclosure

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

14. Sample Professional Service Agreement

This Agreement is subject to the Sample City of Oakland Professional Service Agreement, which can be accessed at <https://cao-94612.s3.amazonaws.com/documents/dowd007704.pdf>.

15. Insurance Requirements

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

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

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

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

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

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

16. City Contractor Performance Evaluation

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

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

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

18. Contractor's Qualifications

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

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

RFQ and Project related issues: Jessie Warner at jwarner@oaklandca.gov
Contract Administration: Jasmine Chan at jchan@oaklandca.gov
Contract Compliance Officer: Sophany Hang at shang@oaklandca.gov

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

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

22. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.

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

24. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

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

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

APPENDIX B: CITY SCHEDULES AND POLICIES

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions. **By submitting a SOQ, respondents indicate they are willing and able to comply with the requirements detailed in the Schedules below.** If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Qualifications (RFQ) announcement.

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

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

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

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

2. **Schedule C-1** - (Declaration of Compliance with the Americans with Disabilities Act) – **Applies to all agreements and is part of the “Combined Contract Schedules”**.
 - i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;

- (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

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

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

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

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

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

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

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

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

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

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

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids,

proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

- (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
- (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
- (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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

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

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

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

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

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
(see Combined Schedules)

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

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.
- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
(see Combined Schedules)

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

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

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

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

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

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

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

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

PLEASE NOTE: *By submitting a response to the RFQ to the City of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

APPENDIX C: STAND-ALONE SCHEDULES

SCHEDULE E (PROJECT CONSULTANT TEAM LISTING)

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023379.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

SCHEDULE O (CAMPAIGN CONTRIBUTION LIMITS)

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023287.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

SCHEDULE W (BORDER WALL PROHIBITION FORM)

An version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

Type of Submission (check one) Bid Proposal Qualification Amendment

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

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

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

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

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

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

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

_____/_____/_____
Signature Date

Print Name of Signer Position

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

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

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

SCHEDULE W

BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.



I declare that I understand Ordinance #13459 C.M.S. 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)



**ATTACHMENT B2
(Stand-Alone Schedules Required Prior to Contract Award)**

**SCHEDULE E-2
(OAKLAND WORKFORCE VERIFICATION)**

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/oak043692.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023255.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

Schedule Q

INSURANCE REQUIREMENTS

(Revised 04/18/17)

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 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. **Worker's 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/RBD, appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

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 insured's 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 insured's 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 course of 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