

**REDEVELOPMENT AGENCY
OF THE CITY OF OAKLAND**
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2008 SEP 11 PM 3:06

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Community and Economic Development Agency
DATE: September 23, 2008

RE: **A Supplemental Report Regarding Issuance of a Request for Proposals (RFP) for Business Retention, Support and Expansion Services (BRE)**

SUMMARY

On July 22nd the CED Committee asked for the following clarifications to the RFP:

1. Revise the Scope of the BRE, Survey and Commercial Consultant(s) to include all commercial industrial businesses, specifically adding the West Oakland commercial industrial area to the Scope and program deliverables;
2. Specify that staff will return to Council for approval of the BRE, Commercial Security and Survey/Evaluation consultant(s);
3. Indicate in the (draft) RFP changes made per prior CED Committee direction (underline and strikeout);
4. Include a description of an Attraction program and include a RFP for Attraction consultant(s);
5. Include in the scope of work for the Survey Consultant(s) an evaluation of BRE Services and include an evaluation instrument sample in the September 23, 2008 staff report.

Staff has included numbers 1, 2, 3, and 5 in this Report. The request on the subject of consultant services for Business Attraction will be presented on October 14th, 2008, in a separate report.

BACKGROUND

This Supplemental Report is a follow up to a Report and Resolution presented to the Community and Economic Development Committee on June 10, 2008 and again on July 22nd. The circulation of this RFP for the Fiscal Year 2008-2009 is needed due to the expiration of the City's current consultant contract for these services. An interim month-to-month contract for BRE services was approved on July 22nd in order to provide an interim service contract, in amount not to exceed \$150,000, to be terminated no later than December 31, 2008.

FISCAL IMPACTS

There is currently \$300,000 identified in the Redevelopment Budget FY 2008-2009 for business support and retention contract(s). The total recommended allocation of \$300,000 for new BRE Commercial Security and Survey contracts will be reduced by the amount of funds expended in

Item: _____
Community and Economic Development Committee
September 23, 2008

2008 through the current interim BRE month-to-month contract, approved by the CED Committee on July 22nd. All funds are proposed to come from Entity 5 (ORA).

Staff proposes the following allocation for the BRE, Commercial Security and Survey and Evaluation Consultant(s) based on an assumption that an additional amount will be allocated from the West Oakland Redevelopment Area, per CED Committee direction on July 22nd. Staff will present a proposal to the West Oakland Redevelopment Project Area Committee in September for this allocation, and will return at the time of the consultant recommendation action in October with a resolution to that effect. If a contract(s) is approved for less than a one year term, the amount would be adjusted. There are very few commercial industrial businesses in the Central City East Redevelopment Area. If any are served, the total costs would represent less than 5% of the total contract amount. Therefore the staff proposal does not include Central City East Redevelopment Area funds in this contract.

Proposed Budget Sources for BRE, Commercial Security & Survey Consultant(s) FY08-09

Fund	Org	Project	% of Total	Amount
ORA 9450	88559	Coliseum District (S82600)	50%	\$ 150,000
ORA 9590	88559	West Oakland District (S233510)	30 %	\$ 90,000
ORA 9510	88559	Central District (S00800)	20%	\$ 60,000

An annual Contract Compliance fee, estimated to be no less than \$9,000, will be drawn from the sources below, amounting to 3% of the annual allocation of \$300,000, based on the assumption of a one year contract. If the contract is approved for less than a one year term, this amount would be prorated. The fee would be allocated as follows:

Proposed Budget Sources: BRE, Commercial Security & Survey Consultant Contract Compliance Fees FY 08-09

Fund	Org	Project	% of Total	Amount
ORA 9450	88559	Coliseum (S82600)	50%	\$ 4,500
ORA 9590	88559	West Oakland (S233510)	30%	\$ 2,700
ORA 9510	88559	Central District (S00800)	20%	\$ 1,800

Role of the Consultants and Present Contract

It is a common practice for municipalities to hire non-profit organizations to conduct business support activities on behalf of the city. The outside contractors often have more success in maintaining an active presence “on the street” and are more available to work with business operators on a day-to-day basis. Staff can be constrained in their outside work by numerous competing assignments and have less time to engage with the business community on a one-to-one basis. In addition, outside services may prove more economical for the municipality. Staff

estimates, as noted in the June 10th CED staff report, that the equivalent internal staffing for the past year's BRE contract would have cost more than the \$300,000 allocated for the activities (estimated to be an Urban Economic Analyst V and an Urban Economic Analyst III with salary, benefits and overhead).

The BRE, Commercial Security and Survey/Evaluation consultants solicited through this RFP are additional to Economic Development and Redevelopment staff services to the commercial and industrial business community. Activities for retail business retention and support are included to a lesser extent in the Scope, but may be increased, pending the results of the citywide Retail Strategy

The City approved a month-to-month contract on July 22nd for a business retention service contract (Oakland Commerce Corporation) in an amount not to exceed \$150,000 and a period not to exceed December 31, 2008. Staff continues to engage and cooperate with the current contractor during the RFP process, which is expected to be completed by the beginning of 2009.

Expanded Scope of Work to include West Oakland

The West Oakland Community Development District, bounded by I-880 on the south, the Port of Oakland and Oakland Army Base on the west, the I-980 on the east and the I-580 on the north. The commercial industrial district of West Oakland includes approximately 1,000 non-retail oriented businesses, representing a wide range of light industrial, wholesale trade, manufacturing, transportation services, and artisan and artist creation. The West Oakland (Five Year) Implementation Plan emphasizes retail concentration on San Pablo, Market, and West Grand Avenue and a future expected trend of retail as a component of a larger economic development potential along upper Mandela Parkway. These businesses need help from the City's business support resources, including consultant services ancillary to those provided by the Economic Development and Redevelopment divisions.

The West Oakland Redevelopment Project Area Committee (WOPAC) is presently engaged in the Five -Year Update (2008-2013) to its Implementation Plan. Proposed policies includes revitalization of its commercial corridors and activities such as incentives for building rehabilitation and preservation and façade improvement programs, infrastructure improvements, redevelopment of contaminated properties, improvements of parking facilities for commercial uses, and development of business retention and attraction programs. The present RFP for business services will support these goals. Staff made a presentation to the WOPAC at its September 10th meeting on the topic of BRE services, prior to the release of the RFP. At this meeting staff requested approval from the WOPAC of funds for an allocation of not less than \$100,000 (includes just over 30% of the BRE annual contract(s) plus the contract compliance allocation).

RFP Timeline

Staff proposes to circulate the final RFP on September 29, 2008, with a proposed pre-bid conference in mid-October, and a due date for the proposals of December 5, 2008. Staff will conduct a Selection Panel in December, and will return to Council early in 2009 for approval of its recommendations.

RFP Release:	Monday September 29, 2008
Pre-Bid Conference:	Wednesday October 15, 2008
Due date of Proposals :	Friday December 5
Selection Panel:	Monday December 15

SUSTAINABLE OPPORTUNITIES

Economic: The RFP will support business growth, retention and attraction, and thereby may increase revenue through business sales and property tax. The prospective consultant(s) would provide assistance to local businesses in order to retain and create jobs with an emphasis on jobs that can be filled by low and moderate-income Oakland residents.

Environmental: The RFP scope of work calls for the contractor to cooperate and work with the City's "Green Business" initiatives to evaluate and develop projects/programs to support green business in Oakland.

Social Equity: The RFP Consultants will support job growth in Oakland, including entry level through skilled employment opportunities for Oakland residents.

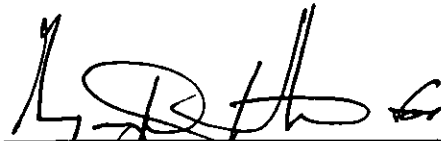
DISABILITY AND SENIOR CITIZEN ACCESS

This report and resolution does not raise any issues directly impacting disability and senior citizen access.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council authorize staff to circulate the Request for Proposals (RFP) for Business Retention and Expansion, Commercial Security/Business Alert, Business Survey Consultant(s); and direct staff to return to Council early in 2009 with recommendations for consultant(s) selection, and including funding recommendations as appropriate.

Respectfully Submitted,



Dan Lindheim, Director
Community and Economic Development Agency

Reviewed by Gregory Hunter, Director
Economic Development and Redevelopment

Prepared by:
Margot Lederer Prado, AICP
Business Development Unit

APPROVED AND FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:



Office of the Agency Administrator

Attachment A: Revised Draft Request for Proposals: Contract for Business Expansion and Retention, Commercial Security/Business Alert, and Attraction Consultant(s)
Attachment B: CEDA Proposed Consultant Evaluation sample

Request for Proposals: DRAFT FOR CED COMMITTEE 9.23.08

**CONTRACT FOR BUSINESS EXPANSION
RETENTION AND SUPPORT SERVICES
FOR FISCAL YEAR 2008-2010**

Date of Issue: ~~August 1, 2008~~ Monday September 29, 2008

Due Date: ~~September 5, 2008~~ Friday December 5, 2008

Pre-Bid Conference: ~~August 15-2008~~ Wednesday October 15, 2008

Economic Development Division

COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY



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ATTACHMENTS

- A Industrial Sub-Area Map
- B Summary of Oakland Partnership Strategy May 2008

SCHEDULES

- C-1 Declaration of Compliance with the Americans with Disabilities Act
- D Ownership, Ethnicity and Gender Questionnaire
- E Project Consultant Team
- M Parts A & B: Independent Contractor Questionnaire
- N Declaration of Compliance – Living Wage Ordinance
- N-1 Equal Benefits – Declaration of Nondiscrimination
- O Contractor Acknowledgement of City of Oakland Campaign Contribution Limits
- P Nuclear Free Zone Disclosure Form – S
- Q Insurance Requirements, Professional and Specialized Services Agreements
- S Audit, Inspection and Fiscal Reporting Requirements
- U Compliance Commitment Agreement
- V Affidavit of Non-Disciplinary or Investigatory Action

I. INTRODUCTION AND PROJECT OVERVIEW

A. Introduction

The City of Oakland is seeking written proposals from interested and qualified economic development professionals and or organizations, hereafter referred to as the Business Retention & Expansion Consultant ("BRE Consultant"), experienced in business retention, expansion and support service delivery, to provide direct service to individual businesses and facilitate trade and commerce meetings on behalf of the City. The City's Economic Development Division and Redevelopment Divisions provide assistance to business in facility and site location searches, guidance on City's permit processes and regulations, make referrals to technical assistance providers, provide economic data and track economic trends affecting business-generated revenue, and work on specific initiatives to support business growth in the City. The BRE Consultant will work directly with these Divisions to achieve the City's goals relative to business retention, growth and expansion.

B. PROJECT OVERVIEW

The City is soliciting proposals from firms and or individuals to respond to one or all of the following principal tasks:

- 1) Provide direct business retention, expansion and support (BRE) activities to existing businesses in Oakland, and facilitate trade and commerce association meetings for commercial and industrial sectors;
- 2) Conduct the annual business survey and compile present results, and transmit such data to staff. The purpose of such survey is to a) take an inventory of business and jobs in the City thereby increasing the ability of staff to identify potential businesses at risk of closure or relocation out of Oakland, b) to identify business that can benefit from active and appropriate city support; and c) to evaluate quality and productivity of the services provided to the business community by City staff as well as the BRE and Commercial Security consultants(s)
- 3) Implement the City's Business Alert Commercial Security program.
- 4) ~~Provide expertise and consulting for Business Attraction to enhance City efforts.~~ *(Staff note: this topic will be addressed in a separate Staff Report in October, 2008).*

In addition to these ongoing tasks, the BRE Consultant shall work with staff towards the goals of the Oakland Partnership, including support for the City's business attraction efforts.

A panel of City staff and ~~Business Support Provider Specialists~~ will review all submissions to this RFP. The selected individual or firm will enter into a year-long contract for Fiscal Year 2008-2009, pending approval by the City Council, with a two-year renewal option for Fiscal Year 2009-2008.

C. Program Location

The program focuses on the commercial and industrial districts throughout the City of Oakland, including West, Central and East Oakland commercial and industrial districts, where business is encouraged to locate. Occasionally, on staff direction, the Consultant(s) will be asked to conduct specific retail support activities. ~~The BRE Consultant shall assist Economic Development staff in the sustaining Industrial Business Councils in West and East Oakland.~~

D. Program Goals

The goals of the BRE, Commercial Security, Survey/Evaluation Consultant(s) and ~~Attraction~~ are to enhance, grow, expand and sustain business in Oakland through the provision of support services, linking business with local staff programs, informing businesses about city services and guiding business on regulatory procedures. The Consultant(s) shall help business connect to CEDA Business Development Services staff as well as other divisions, to improve businesses crime prevention measures.

E. Performance Measures and Other Requirements

The following are specific performance measures to be met by the BRE Consultant on an annual basis:

E.1 BRE Consultant(s) The BRE Consultant shall maintain an office in a commercial or industrial area of the City so as to enhance the street presence of municipally-led BRE services in Oakland. The Consultant shall be responsible for maintaining an adequate supply of city materials used for business retention and attraction such as Tenant Improvement Program, Commercial Security Assessment, Enterprise Zone information and other business materials that are regularly distributed by Economic Development Staff in their retention efforts. Such materials shall be made available and distributed at all meetings managed by the Consultant, with materials provided in sufficient quantities upon request by the Consultant:

E2. Business Alert and Commercial Security Program

The Commercial Security BRE-Consultant will be responsible for soliciting interest and securing participation in the Commercial Security Program. The Consultant is responsible for making referrals to the City's Commercial Security Assessment contractor, and shall provide a background memo to staff with the justification for the granting of such services. The City and Agency will perform the following tasks relative to the Commercial Security Program:

1. Provide project oversight and budget
2. Coordinate and facilitate Security Consultant Contract;
3. Approve commercial security contracts above \$5,000;

The Consultant shall conduct the monthly meeting of the Business Alert program, shall confirm with other city staff including Oakland Police Department, their attendance, and shall arrange a location for the meeting, with rotation from hosting businesses. The Consultant shall engage no less than ten businesses' participation in each Business Alert meeting and strive to have no less than five business representatives at each session. The Consultant shall produce a quarterly Business Alert newsletter with editorial control, print and design provided by the City.

E3. Survey and Evaluation Consultant

The annual industrial business survey shall survey no less than 1,500 companies and have a return rate of 30%, with follow up to the mailed or electronic survey provided by the Consultant with direct contact with business clients. The survey will be distributed no later than six weeks after the inception of the contract. The survey shall include but not be limited to questions about the constraints and challenges the business has faced in the past year in its growth relative to location, security, infrastructure, employee attraction, retention and training, regulatory barriers and any other measures that could be an appropriate area for the City to provide referrals and or support services. The Survey shall be used by the Consultant to quantify the number and types of jobs in the City on a descriptive basis, and shall be used in conjunction with analysis of other data obtained from state and private data sources for staff reporting on an annual basis. The survey itself shall be confidential and clearly indicated as such for the businesses, and shall not constitute data subject to public records requests, due to private proprietary needs.

In addition, the Consultant shall create an evaluation instrument designed to follow the individual business surveys no less than three months and no more

than six months after the initial survey has been distributed, which shall ask the businesses for feedback on the quality, frequency of contact, relevancy of services delivered by both the City's business services Consultant(s) and the City CEDA staff to the business in supporting its retention, growth and or expansion of production in Oakland. The Evaluation Instrument shall be submitted to the Economic Development Director for approval no later than two months after the initiation of the contract period, and the results returned, including original evaluation responses, to CEDA no later than six months after the inception of the contract period.

Expected Work Products/Deliverables

The Consultant will provide these work products to staff:

BRE Consultant(s)

1. Monthly Spreadsheet of direct business service calls, direct interventions on behalf of the business in regard to security, blight, employment needs, zoning questions and other matters. Ongoing cumulative interventions shall be recorded separately unless the intervention activity for that month is substantial.
2. Monthly report on meetings facilitated and activity described (agenda and notification preparation and distribution, agenda creation invitation to guest speakers and facilitation of the meeting).
3. Monthly report on meetings attended (chronological listing only) with topics of importance to the City and any follow up action required of the Consultant noted.

Commercial Security Consultant(s)

1. Business Alert. Notices of meeting agendas to be provided by staff as part of general notification. Meeting minutes should be summarized and provided to staff within one week of the meeting.

Survey / Evaluation Consultant(s)

1. Annual Business Survey. Draft survey instrument presented to staff for review, along with a draft cover letter with City signatories. Current database of businesses to be surveyed submitted to staff with an outreach plan for the follow up, prioritized either by sector or by geographic area as recommended by Consultant.

2. Quarterly research report on current trends of business retention examples and or techniques shall be provided to staff, employing inquiries of other jurisdictions or municipalities to keep up with the latest BRE best practices.
3. Evaluation draft instrument submitted to the Economic Development Director for comments then distributed to the businesses to whom services were rendered by other consultants and CEDA staff, with responses and results of the Evaluation delivered to CEDA no later than six months after inception of the contract period.

~~E.1. BRE Consultant Monthly Economic Development Report~~

~~The BRE Consultant shall provide a monthly report which shall describe the clients provided with direct retention expansion services, shall describe the number of employees of the company, the type of intervention, and shall describe the prescribed follow up in the following month(s) as needed.~~

~~E.2. Public Presence and Publicizing of City Programs~~

~~Other Performance Measures are included in Section IV Scope of Services, within this RFP and further shall be developed by the City described in the Scope of Services for the Contract.~~

F. Timeline for Submittal of Responses

Economic Development/ Business Support & Specialists or firms who wish to respond to this request for qualifications must submit five copies of their proposal by **4:00 p.m. on October 30, Wednesday July 30, 2008** to:

Margot Lederer Prado, AICP
City of Oakland, Community and Economic Development Agency
250 Frank Ogawa Plaza, Suite 3315
Oakland, CA 94612
(510) 238-6766 mprado@oaklandnet.com

A Pre-proposal Conference Workshop will be held at **10 a.m. on Monday October _____ June 30, 2008.**

Interviews of finalist firms are scheduled for the week of November _____ ~~August 18th, 2008.~~

G. General Information: Pre-Proposal Conference

All RFP responses must be complete and contain all information required to immediately enter into a contract with the City and/or Agency and commence work.

A Pre-proposal Conference is scheduled for **10 a.m. on Monday June 30, October XXX 2008 in the Dunsmuir Conference Room, 250 Frank Ogawa Plaza, 3rd Floor, Oakland, California.** Although this Pre-proposal Conference is not mandatory, it is recommended that all interested parties

attend. The Pre-proposal Conference will be an open forum for the following information:

- City/Agency contracting requirements
- Introduction to the Economic Development/ CEDA program goals and to the small business-related goals of the Mayor for FY 2008-2010
- Consultant selection process
- Q & A

H. Consultant Qualifications

The selected business support specialist or firm must be able to demonstrate a proven track record in the practical application of local economic development principles, must have direct private or municipal experience with business outreach, organization, and supporting technical assistance. The firm must have knowledge of commercial real estate practices, and be familiar with basic business planning, promotion and marketing. The BRE Consultant(s) will not be responsible for marketing or financial planning for any particular business, but should be familiar with the process of such activities.

The BRE-Consultant(s) must be willing and fully capable of working closely with the City and the Redevelopment Agency as well as other agencies including but not limited to the East Bay Economic Development Alliance, the Alameda County Environmental Health Agency and utilities such as Pacific Gas & Electric and other agencies which may be involved in business regulatory or support actions. In addition, the Consultant shall demonstrate the following competencies:

- The Survey & Evaluation Consultant(s) shall have experience in the creation and implementation, and statistical analysis of business surveys.
- The Commercial Security Consultant(s) must show competency in commercial security and or site design related to crime prevention in order to implement and facilitate the Business Alert program on behalf of the City.
- All Consultant(s) must demonstrate the ability to meet project budget and deadlines, and be willing to work within the guidelines of an existing program.
- All Consultant(s) must have an established track record in working with diverse clientele on challenging small and large-scale projects.
- All Consultant(s) must have the proven ability to establish contact and form relationships with new businesses, meet performance measures, and be able to communicate such information with city staff through a shared database program as initiated by the City.
- All Consultant(s) shall contribute to the pursuit of the Mayor's economic goals as directed by the Economic Development Director, and any specific programs including cluster programs, initiated by staff.

II. Program Description

A. Background

Business Retention Support and Expansion is a core activity of the City's Economic Development Division and Redevelopment program. The program was initiated to provide direct support services to business, provide a presence "on the street" for commercial industrial and retail businesses, provide better linkage and make referrals for business to city programs and staff services.

B. CEDA Economic Development Division

The CEDA Economic Development Division is comprised of approximately 12 individuals representing the following sectors and services

Retail & Commercial Corridors	Business Improvement Districts Office
Enterprise Zone	Industrial
Brownfields Loans & Grants	Green/Clean tech and Green Building
Recycling Market Development Zone	International Relations/World Trade
Business Access Center Development	Mayor's Summer Jobs Program

The selected Consultant(s) shall work primarily with the staff involved in the Industrial and Commercial (non-office and non-retail) clients base of the City, including auto-related non-sales services (repair & body shop). As directed, the Consultant shall also aid the CEDA Retail Manager and conduct particular activities, including involvement with the commercial security assessment program in the neighborhood commercial corridors.

C. Recent City Economic Development Activities

In the last seven years, Oakland has experienced a surge of private investment. More than 75 major development projects are completed or in the pipeline. In the Downtown area alone, over 8,000 new residential units have been constructed or are in planning stages, attracting more than 12,000 new residents. The City is also experiencing major residential development both in Downtown and in its neighborhoods, where over 3,000 new residential units, ranging from single family homes to multi-unit developments have been built.

In addition, Oakland is also making public investments in streetscape and sidewalk improvements throughout the City and through a grant from the US Economic Development Administration, is conducting an assessment of industrial

area infrastructure and creating a plan for the improvement of those areas through the Oakland Industrial Strategy. There are several Specific Plans in the planning stages, include Upper Broadway/ Auto Row and the Estuary Specific Plan revision. Development planning is active at four Transit Villages. Oakland's labor force of 195,000 is diverse from educated skilled professionals to skilled and semi-skilled technicians and trades people. In addition to the thousands of new Downtown residents, the area's daytime workforce population exceeds 70,000.

The Economic Development Division supports the development of business improvement districts by providing financing and technical assistance to neighborhood business or property owners groups for formation activities. There are six BIDs operating and two BIDs are in the early stages of formation. The BRE Consultant shall concentrate its retail activity, as directed by staff, in the Central East Oakland commercial corridors of International Boulevard, Foothill Boulevard, E 12th Street and Hegenberger and other areas as directed by staff to support neighborhood-serving businesses through the Commercial Security and other programs.

D. Identified Business Issues

Issues, which have been identified by commercial industrial businesses as making it difficult for them to locate and thrive in Oakland, include:

- Limited availability of suitable modern facilities/buildings
- High price of land and lack of large available parcels
- Proximity of sites to residential neighborhoods hindrance to growth
- Perceived and actual crime and blight
- Lack of trained employees
- Perceived lack of City support for industry

The BRE Consultant shall work with staff to support specific business attraction efforts, but shall concentrate on retention of such businesses and continue to inform BDS staff of businesses needs especially those with potential to support quality jobs for Oakland residents.

~~E. Oakland Partnership Cluster Initiative~~

~~The BRE Consultant may be engaged by staff in assisting in attraction and support activities specifically directed to the clusters identified by the Oakland Partnership Initiative, including:~~

- ~~□ Green Tech/ Green Building~~
- ~~□ Healthcare~~
- ~~□ Biotech~~
- ~~□ Arts & Digital Media~~
- ~~□ Trade and Logistics~~

~~F. TARGET INDUSTRIAL DISTRICTS~~

~~Four Industrial Districts have been identified through a U.S. Department of Commerce grant and Business Councils have been formed in these districts to support and improve business through infrastructure, social networks and commercial security assessments. The BRE Consultant will assist staff in supporting Business Councils and other activities. The areas include:~~

~~1. West Oakland: Grand & Mandela Parkway (Sub-Area 15 & 16)~~

~~Given West Grand Avenue's direct access to I-80 and -880, and Mandela Parkway's direct access to the successful Oakland/Emeryville power center area, the area adjacent to the Grand/Mandela intersection has much potential. The area is industrial in use but is seeing transition with new technology, Clean Tech, Biotech, and artisan manufacturers. Large floor plate buildings are available.~~

~~2. Coliseum / Melrose (Sub-Area 2 & 3)~~

~~This area is has a significant number of construction, wholesale and distribution with some food processing activities. Circulation is hindered by post Coliseum Arena game conditions, and by inadequate on and off ramp issues at High Street. Improvement of access by employees who ride bicycles or walk from BART is also a goal.~~

~~3. 81st Avenue/ Woodland (Sub-Area 6)~~

~~The new ownership of major properties at the entry of 81st Avenue at San Leandro Street presents an opportunity for improvement of the tenant and owner conditions, and attention will be given to lessening of conflicts between residential and school visitor traffic and commercial circulation, as well as improving access to BART for employees of the area.~~

~~4. Tidewater (Sub-Area 4)~~

~~Staff has formed a Business Council, which is engaged specifically around the issues of improving the street, lighting, sewers and other conditions through eventual public acquisition of Tidewater, currently a private street.~~

III. COMMUNITY & ECONOMIC DEVELOPMENT AGENCY

CEDA's Economic Development and Redevelopment Divisions Business Development Services provide a variety of support services

A. Economic Development Business Development Services Staff Support For Industrial and Green Businesses

Staff provides a one-stop place for the industrial community to get the help they need to do business in Oakland:

- Information and referrals on incentives, financing, regulations, technical assistance, etc.
- Location identification assistance using CoStar opportunity site database, and through broker networks and original site research.
- Business Alert & Commercial Security Assessments
- Enterprise Zone Tax Credit program & Industrial Bond Program referral
- Industrial Infrastructure Assessment study
- Marketing through the Industrial District program
- Permits & Zoning guidance; and
- Broker referrals

Industrial Sub-Area Analysis and Marketing Collateral

Staff updates and produces the Industrial District "West Oakland Works", "Oakland Access" (Central and East Oakland business district), and the Oakland Waterfront Food-Traill marketing profiles, and supports the Coliseum Construction Corridor trade association. These marketing materials feature a description of the area and workforce demographics, support business network, support local business councils and provide updates on major capital projects being undertaken by the City and State such as Caltrans freeway improvements.

B. Tenant Improvement Grants

The City Redevelopment Agency offers tenant improvement matching grants combined with free architectural service in many commercial districts. Hundreds of grant-funded projects have been completed citywide. The BDS staff makes referrals to this program and implements specific budgeted incentive programs.

C. Enterprise Zone Hiring Tax Credits

Stores located in the City's designated Enterprise Zone—roughly 71% of the City—can claim hiring tax credits for employees who live in the zone. This can amount to more than \$31,000 in state income tax savings over a five year period.

D. Redevelopment Incentives

The Redevelopment Agency can enter into development agreements with retailers and developers to provide financial incentives for locating within a redevelopment area.

E. Miscellaneous Services

The following services or information are provided through CEDA:

- How To Start A Business In Oakland – Resources for businesses and background information on the City are available at the website of www.Business2Oakland.com.
- Property Data, Ownership, Demographic Information – Available at www.OaklandExplorer.com.
- Marketing Assistance For Business Grand Openings – Available from the Marketing Division in the City Administrators office, which provides *logistics consultation, vendor referrals, and examples invitations lists*. Staff also assists with press releases and can provide a list of media to help attract people to a grand opening.

See www.Business2Oakland.com/main/marketprofile.htm for more information on Oakland's market profile, including:

- Oakland as a business location
- Local economy
- Major employers
- Citywide demographics
- Labor force
- Quality of life
- Local business costs

IV. SCOPE OF SERVICES

The City encourages consultants and or consulting firms to respond to any or all of the following four programs which will help the City to carry out its goals of retaining, and attracting employment and business to Oakland. The Consultant will play a crucial role in supporting the business sector through its visibility and credibility as a competent and experienced economic development consultant or commerce organization, supporting and augmenting staff work to attract, retain and support Oakland based businesses and will perform some or all of the following services for the City:

Program Goal: To contribute to the formation and support of a citywide business retention and attraction programs, and the general support of commercial businesses citywide, in cooperation with the City of Oakland and local business associations.

Program I. Business Retention, Expansion and Support Consultant
Scope

Program II. Business Alert Program Consultant Scope

Program III. Business Survey & Evaluation Consulting Contract(s)

Program IV. Business Attraction Consultant Contract(s)

PROGRAM I BUSINESS RETENTION

PROGRAM I BUSINESS RETENTION & EXPANSION

Citywide Business Retention & Expansion Program Scope:

1. Assist companies to access city and other services, and support in order to retain and grow their business in Oakland through weekly visits to 3-5 businesses, including at least three new introductory visits to businesses each month.
2. Respond to business retention requests for assistance from individual firms, as well as referrals from the City activities in a prompt and efficient manner. Report back to staff on such interventions.
3. Create an outreach strategy for industrial business; categorize each retention client strategy by Type, in coordination with City staff.
4. Provide at least 100 businesses with service and assistance that the business considers valuable or important.
5. Advise City staff on strategies and programs that the City could initiate to retain and grow business.
6. Support the activities of other city-contracted programs, including but not limited to the Oakland Merchant Leader Forum (OMLF), the Oakland Business Access Center and other activities.
7. Partner with other organizations within the city that are engaged in business retention and support activities, such as: the Coliseum Commerce Center Advisory Committee, the West Oakland Commerce Association, local chambers of commerce, the Airport Area Business Association, the Industrial and Labor Alliance of Oakland, Coliseum Construction Corridor Marketing Association, the Emergency Management Board, the Economic Development Alliance for Business, and neighborhood business associations.
8. Provide the Agency with a detailed quarterly report of its retention and service work, including but not limited to:
 1. Name and number of businesses contacted;
 2. Type of assistance offered to each business, categorized by a rating type to be devised by OCC reflecting the intervention required to retain;
 3. Number of jobs attracted or retained as a result of OCC assistance; and

4. Narrative description of the performance of each business contacted in the areas of jobs, sales, and/or the expansion of facilities.

PROGRAM II BUSINESS ALERT PROGRAM

PROGRAM II BUSINESS ALERT PROGRAM

- 1) Staff the Business Alert Program in the Coliseum Redevelopment Area to enhance the safety and security of the businesses, their employees, customers and suppliers. This work will include the coordination of business-focused service delivery of the Enhanced Police Patrol with the Oakland Police Department. The work will further include staffing at least 10 meetings of the Coliseum Area Crime Prevention Council (NCPC). Continue reporting on a monthly basis regular activity, major issues arising from Business Alert program as well as other association meetings, and report on changes in existing businesses operations and growth.
- 2) Refer businesses to a commercial security professional, under their separate contract to the City of Oakland. Monitor work performed and the outcomes for the clients. Include the results and actions resulting from such referrals to the City of Oakland on a monthly basis, including name of business served, type of business, and nature of problem to be addressed, type of intervention by the security professional and Oakland Police Department.
- 3) Expand the Business Alert program into West Oakland commercial industrial districts, as directed by staff.

**PROGRAM III ANNUAL BUSINESS SURVEY
& STAFF/CONSULTANT EVALUATION**

PROGRAM III ANNUAL BUSINESS SURVEY

1. Conduct the Annual Business Survey. The survey instrument will be presented to staff for comment and edits no later than February of each calendar year and shall be distributed by March of each year, coincident with the renewal of business licenses. The survey should be updated and should include information to ascertain the current and future needs and changes in the market for production (manufacturing), food production and distribution, construction materials & services, distribution, repair-oriented and other industrial services. Contractor will be prepared to provide detailed methodology of how the business survey was developed, distributed and analyzed. The survey shall contribute to a common inventory of existing businesses. The survey data will be summarized and presented to the City. The survey responses will also be made available to the City, if requested, but shall continue to remain confidential within the City staff per the Public Records Act proprietary information provisions.

2. The Annual Business Survey shall include a minimum of 1,500 responses in total. A return rate of 30% is expected and evidence of such shall be provided to staff. The full list of businesses to be surveyed and the list of respondents shall be provided to the City. A full copy of each completed survey response will be provided in a timely manner to staff.

3. The Consultant will present an Action Plan to City for follow up on issues identified by survey respondents. The Consultant will be responsible for ensuring that responses are provided and will keep the City informed on a regular basis. In some, cases the Consultant will coordinate follow up with designated organizations as directed by the City. It is expected that the Consultant will make every effort to visit those businesses that express a need for assistance.

4. An evaluation of the BRE & Commercial Security Consultant(s) and CEDA staff shall be administered no later than three months after the issuance of the Business Survey and prior to the end of the City's Fiscal Year asking the business community to report on the quality, frequency of contact, relevancy of services delivered and overall satisfaction of the business with such services and their aid to the companies overall stability and growth.

PROGRAM IV BUSINESS ATTRACTION

~~PROGRAM IV PARTICIPATE IN THE OAKLAND PARTNERSHIP INITIATIVE~~

- ~~8) Work under direction from Economic Development staff on Oakland Partnership Initiatives;~~
- ~~9) Identify and help promote Green Businesses in the City, Work with staff of the Business Development program, and support staff encouragement of it through the survey, distribution of best practice material. Make referrals for business to energy efficiency programs offered by the public utility districts (PG&E-EBMUD).~~
- ~~10) Alert the business development staff of the City of possible business attraction opportunities, providing a personal and professional approach to initial inquiries and referrals that result from the Consultant's retention and expansion initiatives. Maintain contact with larger retention cases on a weekly basis through periods of significance and report weekly to BDS on such interventions.~~
- ~~11) Provide research and analysis on industry sector retention and expansion strategies, with specific attention paid in the construction and material supply, light manufacturing, food production and distribution, and the transportation/goods movement industry sectors;~~
- ~~12) Prepare sub-area industrial research in conjunction with staff, specific to the Industrial District program;~~
- ~~13) Work with the regional Port City issues regarding location of Port-related trucking and transportation issues;~~
- ~~14) Work with the Berkeley/Oakland Recycling Zone Manager, the Brownfields Administrator and the Bay Area World Trade Center in specific business support activities as directed by staff to support their respective missions.~~

V. SELECTION CRITERIA & SUBMITTAL REQUIREMENTS

A. Selection Criteria

The City of Oakland will utilize the following criteria in its review and final selection of a restaurant broker/consultant.

1. Direct business to business service provision experience – 50%
 - a. Overall experience of the consultant team in working one-on-one in successful business activities.
 - b. Experience in successfully supporting business with commercial programs that have helped companies to remain and grow
 - c. Demonstrated relationships with a diverse pool of industry leaders
 - d. Ability to generate and utilize site-specific commercial data
 - e. Experience working within ethnically diverse business communities
 - f. Ability to create, modify, implement, follow up and analyze survey data
 - g. Knowledge of infrastructure systems, working knowledge of utility district programs for business.
2. Proposed approach – 25%
 - a. Innovative and realistic project concept
 - b. Demonstration and understanding of current market conditions

In addition, the following criteria will be used to evaluate and rate the submittals (25%):

- Overall quality, completeness and responsiveness of the proposal.
- Project approach and organization; understanding of the complexity of the project; cohesiveness of the project team; ability shown to control costs, schedules and quality.
- Previous experience on similar projects by prime consultant and team members; knowledge of applicable codes, regulations and standards.
- Qualifications and relevant experience of key project personnel and commitment of key personnel.

- Special relevant resources and skills of prime consultant and team members.
- Ability to meet requirements set forth in the Living Wage Ordinance.

B. SUBMITTAL REQUIREMENTS

Each party responding to this RFP is required to submit a proposal in the format listed below.

In order to facilitate review, please submit **ten (10) copies of a fully responsive submittal/proposal package no later than 2:00 p.m., July 30, 2008 to the following address:**

Margot Lederer Prado	(510) 238-6766
Industrial Specialist	mprado@oaklandnet.com
Business Development Services	
Community & Economic Development Agency	
City of Oakland	
250 Frank Ogawa Plaza, Suite 3315	
Oakland, CA 94612	

A fully responsive proposal package/submittal will contain the following items:

- Description of how your team would carry out the scope, and any alternative ideas that could be added on to the contract.
- Roles and responsibilities of the team principals.
- Project timeline indicating when—within 12-months or less—the different project components will be completed.
- Budget for each of the three main scope categories
- Price schedule outlining fees and timing of payments
- Three (3) examples of industrial or commercial analysis your team has conducted. This should include a description of the actual role of your team in the transactions.
- City schedules (see attached).

The City reserves the right to reject any or all submittals. A submittal may be rejected for any of the following reasons:

- Submittal received at designated location after designated time.

- Submittal not in compliance with the City of Oakland Professional Service Contract Program and/or any of the required schedules is missing.
- Submittal not containing the required elements nor organized in the required format.
- Submittal considered not fully responsive to this RFP.

No oral, emailed, telegraphic, telephonic or faxed proposals or modifications of submitted proposals will be considered. All proposals submitted shall become the property of the City and will not be returned to the Proposer.

Applicants should be aware that under the California Public Records Act and the City's Sunshine Ordinance, all documents that they submit in response to this RFP, including financial information, are considered public records and will be made available to the public upon request following the RFP/Q deadline.

The Request for Proposals does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor to purchase or contract for the services.

C. SUBMITTAL ELEMENTS

The proposal may contain recommended changes or alternatives, and the cost of services not specifically identified in the RFP, in addition to the required items. However, it is important to note that the evaluation will be based upon responses to the specified requirements and failure to respond completely and fully to such requirements will result in deduction of rating points.

Proposer should submit a proposal package containing the information below.

D. Transmittal letter

- a. Please address letter to Margot Lederer Prado, AICP, Business Development Services/CEDA, City of Oakland.
- b. State the name and address of the Proposer.
- c. List names and telephone numbers of persons authorized to represent the Proposer.
- d. State whether the vendor is an individual, partnership, corporation, joint venture, or some form of team arrangement.
- e. Letter must be signed by an officer of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

Pagination

The proposal shall have page numbers.

Project team members

The Proposer must submit a detailed description of key staff of Prime Consultant(s) and Sub-Consultant(s) staff involved in the performance of the services described, along with resumes of key management.

E. Consultant experience

- a. The Proposer should demonstrate its experience, demonstrated capability, and availability of qualified key personnel who will be assigned to this project.
- b. Duration and extent of the Proposer's experience in providing services described in the Scope of Services.
- c. Submit a list of firms for whom you currently or have previously provided services.
- d. Give names and addresses of at least three references. Reference letters from responsible persons may be submitted.
- e. Accomplishments

F. Sustainability measures

Proposer shall describe any measures it employs to be more sustainable in the realms of environment, economy, and/or social equity. Examples include use of use of recycled products, use of chlorine- and toxic-ink free paper products, energy efficient workplaces, and environmental operating policies. This item will not be used in the evaluation of proposals, however, it is something which City staff is required to furnish to the City Council.

G. Local Business Enterprise/Small Local Business Enterprise (LBE/SLBE) Program

City of Oakland's Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified for profit or not for profit local or small local entities in the City's contracts and purchasing opportunities.

There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at one hundred thousand dollars (\$100,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and an additional 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business might meet the twenty percent requirement. The City

of Oakland's Office of the City Administrator, Contract Compliance & Employment Services Division must certify a business before a proposal is submitted in order to earn credit toward meeting the twenty percent requirement. The twenty percent local business participation requirement will be considered a material term of every proposal. Proposals that fail to meet the 20% minimum will be deemed non-responsive. Schedule-E- Project Consultant Team must be submitted with the proposal.

If a consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with an Oakland certified for profit or not for profit entity, the Mentor-Protégé or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credits, the Agreement must be submitted to Contract Compliance and Employment Services at least three weeks before the proposal due date. Joint Venture Applications and examples of the basic elements of a City approved Mentor Protégé Agreement are available upon request to the project manager.

For tracking and reporting purposes only, the consultant team is asked to show the percentage and dollar amount of Minority Business Enterprise/ Women Business Enterprise (MBE/WBE) participation on all sub-consultant listings. Consultant teams are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-consultants and be prepared to provide documentation that demonstrates the methodology used to select all sub-consultants. The City Administrator will track MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of race or gender, and will make periodic reports to the City Council concerning such utilization. The City will report any discrimination in contracting to the appropriate Federal and State agencies, and will take appropriate action against consultants that are found to be engaging in discriminatory acts or practices up to and including termination or debarment of the responsible entity.

See also Attachment G Contract Compliance Program Guide.

VI. CITY SCHEDULES

The following City schedules must be filled out and submitted with the proposal (see attached):

Schedule A: Scope of Services

Schedules C-1 and E: Non-Discrimination/Equal Employment Practices – Declaration of Compliance with the Americans with Disabilities Act (ADA), and Project Consultant Team

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

- a. Consultant and Consultant's Sub-consultants, 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. Consultant and Consultant's Sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 attached hereto and incorporated herein.
- d. If applicable, Consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Consultant shall submit information concerning the ownership and workforce composition of Consultant's firm as well as its sub Consultants and suppliers; by completing Schedule E ("Project Consultant Team"), attached and incorporated herein and made a part of this Agreement.
- f. All affirmative action efforts of Consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.
- g. In the recruitment of Sub-consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's 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.
- h. In the use of such recruitment, hiring and retention of employees or Sub-consultants, the City of Oakland requires all Consultants to *undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.*

Schedule D: Ownership, Ethnicity and Gender Questionnaire

Schedule M: Parts A & B: Independent Contractor Questionnaire

Schedule N: Declaration of Compliance – Living Wage Ordinance

- a. Overview: The contract for this project will be subject to the Living Wage Ordinance (No. 12050 C.M.S.) of the Oakland Municipal Code and its implementing regulations. The Ordinance requires that, unless specific exceptions apply or a waiver is granted, all service contractors who receive contracts for \$25,000 or more in any twelve month period, and recipients of City financial assistance of \$100,000 or more in any twelve month period shall provide payment of a minimum level of compensation to employees who perform services under or related to the contract project or program of \$9.90 per hour if health benefits of at least \$1.25 per hour are offered, or \$11.39 per hour if no health

benefits are offered. Such rates shall be adjusted annually pursuant to the terms of the Ordinance. Under the provisions of the Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and seek other remedies as set forth therein for violations of the Ordinance. See Schedule N, Living Wage Ordinance.

- b. 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.
- c. Federal Earned Income Credit (EIC): Consultant shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- d. Communication with employees: Consultant shall provide to all employees and to the Office of Contract 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. Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- e. Reporting: Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that

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

- f. Subcontractors: Consultant shall require Sub-consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

Schedule N-1: Equal Benefits – Declaration of Nondiscrimination

This agreement subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

The Ordinance shall only apply to those portions of a Consultant's 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 Consultants.

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

Schedule P: Nuclear Free Zone Disclosure Form – S

The prospective service provider must have on file with the City of Oakland a Nuclear Free Zone disclosure Form- S stating that neither the service provider nor any of its subsidiaries, affiliate or agents engages in nuclear weapons work or anticipate entering into such work for the duration of its contract with the City of Oakland. Such disclosure forms enable the City to determine whether the contractor is in compliance with Ordinance No. 11062 C.M.S., adopted December 16, 1988. The prohibition against contracting with a nuclear weapons maker may be waived if the City Council determines, after a public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.

Schedule Q: Insurance Requirements, Professional and Specialized Services Agreements**Schedule S: Audit, Inspection and Fiscal Reporting Requirements****Schedule U: Compliance Commitment Agreement****Schedule V: Affidavit of Non-Disciplinary or Investigatory Action**

VII. SUBMITTAL AND SELECTION PROCESS

A. SCHEDULE

The following is the anticipated timeline for this RFP process:

Issue RFP	June 15, 2008
Pre-Proposal conference	June 30, 2008
Submission deadline	July 30, 2008
Initial selection process and interviews	August 18, 2008
Final selection	August 25, 1008
Committee approval	September 23, 2008
City Council approval	October 7, 2008
Commence contract	November 2008

B. PRE-PROPOSAL MEETING

All prospective Proposers are strongly encouraged to attend a **pre-proposal meeting**:

June 30, 2008
 10:30 a.m.
 City of Oakland
 Dunsmuir Conference Room
 250 Frank Ogawa Plaza, Third Floor
 Oakland, CA 94612

The purpose of this conference is to review, discuss and make any necessary clarifications relating to the RFP, and for prospective Proposers to learn about the City's Living Wage ordinance and the City's Equal Benefits Ordinance.

While Proposers are encouraged to be in attendance at the above referenced meeting, attendance is not a mandatory requirement.

Responses to questions at the conference will be for clarification only and such verbal response will not be considered binding upon the City. Only information contained in the original Request for Proposals and applicable written addenda, which may be issued by the City, will be considered binding upon the City.

C. QUESTIONS

Inquiries concerning this RFP must be submitted in writing by July 10, 2008 to the appropriate individuals listed below.

If necessary, replies to inquiries will be published in the form of an addendum to the RFP, which will be distributed to all prospective Proposers. The City will not be responsible for oral interpretation of the documents.

Should any error appear in the RFP documents, Proposers should notify the City at the address below as soon as possible. If the error is such that it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided to all Proposers.

Questions concerning RFP, process, timeline, etc.

Margot Lederer Prado, AICP	mprado@oaklandnet.com
CEDA Business Development Services	510 238 6766 ph
City of Oakland	510 238 2226 fax
250 Frank Ogawa Plaza, Suite 3315	
Oakland, CA 94612	

Questions concerning insurance, schedules, process

Mary Miller	mmiller@oaklandnet.com
CEDA	510 238 4787 ph
City of Oakland	510 238 2226 fax
250 Frank Ogawa Plaza, Suite 3315	
Oakland, CA 94612	

Questions concerning Living Wage and Local/Small Local Business Enterprise programs

Shelley Darensburg	sdarensburg@oaklandnet.com
Contract Compliance office	510 238 7325 ph
City of Oakland	510 238 3363 fax
250 Frank Ogawa Plaza, Suite 3341	
Oakland, CA 94612	

D. INTERVIEWS WITH SHORT-LISTED FIRMS

Two to three firms may be invited for an interview. The firms selected to be interviewed will be notified in writing. Interviews will be held in person at the City of Oakland offices in Frank Ogawa Plaza, Oakland.

The interviews will last approximately 60 minutes, with time allocated equally between the consultant's presentation and a question-and-answer period. The finalist firms shall be prepared to discuss at the interview their concepts for the site, and are encouraged to discuss and bring examples of their work.

D. CONTRACT NEGOTIATION

After completion of the interview process, the top-ranked firm will be invited to participate in negotiations for contract terms and fee amount. If agreement cannot be reached within a reasonable time frame, the City may terminate the negotiations and begin negotiations with the second ranked firm.

E. CITY COUNCIL APPROVAL

Following contract negotiation, City staff will forward to City of Oakland City Council a recommendation to award the contract. City Council approval is required to award the contract.

G. CONTRACT AWARD

Award will be by written agreement with the selected Consultant. A written agreement signed by both parties and mailed or otherwise delivered to the selected Proposer, shall result in a binding agreement without further action by either party. The agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California and the ordinances of the City of Oakland. The agreement shall not be assigned by the Consultant, in whole or in part, without the express written consent of the City.

VII. TERMS OF THE PROPOSAL AND AGREEMENT

A. LIMITATIONS ON THIS REQUEST FOR PROPOSALS

1. The City of Oakland reserves the right to reject any or all proposals submitted; to request clarification of information submitted and/or to request additional information of one or more competitors; and the right to waive any irregularity on the proposal submission and review process. An award, if decided, will be made to the firm/individual best qualified and whose proposal is deemed to be in the best interest for Oakland.
2. All responses to the RFP become the property of the City of Oakland.
3. This RFP does not commit the City of Oakland to award a contract or to pay any cost incurred in the preparation of the proposal.
4. The City of Oakland reserves the sole right to evaluate each acceptable proposal and to accept or reject any or all proposals received as a result of this RFP.
5. The City of Oakland reserves the right to cancel in part, or in its entirety, this RFP and to waive any minor irregularities in the RFP procedure.
6. The City of Oakland may require Proposers selected to participate in negotiations and to submit such price, fee technical, or other revisions of their proposals as may result from negotiations.
7. The proposal must remain valid for 180 days after submission.
8. Should the proposal be accepted by the City Council, the City and the successful Proposer will enter into a contract within thirty (30) days.
9. Once a final award is made, all proposals submitted in response to the RFP become a matter of Public Record and shall be regarded by the City as Public Records. The City of Oakland shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

B. CONFIDENTIALITY

1. Under no circumstances will the Consultant use, publish, sell or otherwise disclose to any third parties any information or the contents of any record submitted to him by the City for processing, except as reasonably necessary to accomplish performance of contractual obligations.
2. The Consultant shall hold confidential all data, information, documents, and records given by the City. Adequate steps will be taken to guarantee the security and confidentiality of all data submitted and in the possession of the Contractor.

3. The records and information submitted to the consultant by the City shall be protected by locked facilities when unattended. Protection of records and information shall include the prevention from unauthorized use and disclosure by the Consultant, the Consultant's personnel, or other persons.
4. No report, information data, files, or tapes furnished or prepared by the Consultant or its subcontractors, successors, or agents shall be made available to any individual or organization without the prior written approval of the City Administrator, Director of Finance, or City Attorney, other than to individuals or organizations necessary for the effectuation of the terms and conditions of the agreement.
5. The Consultant shall not, however, be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the consultant's possession, independently developed by the Consultant outside the scope of the agreement, or is rightfully, obtained from third parties.

C. CONFLICT OF INTEREST

The City of Oakland may not contract with a Proposer if the Proposer or an employee, officer, or director of Proposer's firm or any immediate family member of the preceding, serves as an elected officer or employee of the City or a City Board/Commission member, who may influence the awarding of the contract.

D. BUSINESS TAX REGISTRATION

Proposer must possess a valid City of Oakland Business Tax Registration at the time of contract award.

E. LENGTH OF CONTRACT

The resulting agreement will be a renewable one-year contract FY 2008-2009, with possible extensions at the discretion of the City for an additional year FY 2009-2010. Extensions may be executed by letter from the City Administrator.

F. PERFORMANCE/AUDIT

Performance standards measurement will be quantified by an independent auditor as selected by the City.

G. FAIR POLITICAL PRACTICES ACT

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

ATTACHMENTS AND SCHEDULES**ATTACHMENTS****SCHEDULES**

- A Scope of Services
- C-1 Declaration of Compliance with the Americans with Disabilities Act
- D Ownership, Ethnicity and Gender Questionnaire
- E Project Consultant Team
- M Parts A & B: Independent Contractor Questionnaire
- N Declaration of Compliance – Living Wage Ordinance
- N-1 Equal Benefits – Declaration of Nondiscrimination
- O Contractor Acknowledgement of City of Oakland Campaign Contribution Limits
- P Nuclear Free Zone Disclosure Form – S
- Q Insurance Requirements, Professional and Specialized Services Agreements
- S Audit, Inspection and Fiscal Reporting Requirements
- U Compliance Commitment Agreement
- V Affidavit of Non-Disciplinary or Investigatory Action

ECONOMIC DEVELOPMENT & REDEVELOPMENT DIVISION
CONTRACTOR PERFORMANCE EVALUATION

Print-Friendly Version - Instruction only

Introduction

All staff responsible for administering and/or managing Professional Services contracts of \$5,000 or more must evaluate contractor performance on a regular basis using the Contract Evaluation System. Contract evaluation will be part of each contract administrator's and manager's Performance Appraisal beginning August 1, 2008.

- THIS IS A MANDATORY PROCESS
- Contractor Performance Evaluation must be completed within 30 calendar days of remitting Final Payment to Contractor.

All contracts subject for renewal consideration must be thoroughly evaluated using the new System prior to preparation of any staff report and Resolution. Senior management is expected to ensure that all contract evaluations are complete prior to submitting them, with staff reports and Resolutions, to the Deputy Director.

Instructions

Assessment Guidelines

Outstanding	Performance exceeds contractual requirements.
Satisfactory	Performance meets contractual requirements.
Needs Improvement	Performance meets contractual requirements only after extensive corrective action was taken.
Unsatisfactory	Performance does not meet contractual requirements. The contractual performance being assessed reflects serious problems for which corrective actions were ineffective:

CONTRACTOR PERFORMANCE EVALUATION

Section 1: General Evaluation

Contractor

Contractor Type

If Other:

Contract Amount
(Amount must be \$5,000 or more)

Date of Notice to Proceed:

Date of Projected Completion

Date of Final Completion:

Evaluator Name

Evaluator Title

SCOPE OF WORK AND PERFORMANCE		Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
1	How would you describe the overall quality of the Contractor's performance based upon the contract's scope of work?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1a	Was there a need to take corrective actions? ☞If "Yes", please specify date(s) and reason(s) for the correction(s) and proceed to 1B. If "No", Skip to Question 2 <input type="text"/>			<input type="radio"/> YES	<input type="radio"/> NO
1b	If corrective actions were required, how would you rate the quality of the Contractor's corrections?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2	How would you rate the organization, presentation, clarity and conciseness of the work/reports prepared by the Contractor? Please use Section 2: Contract-Specific Criteria to provide more detailed information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3	How would you rate the expertise and skills of the personnel assigned by the Contractor to satisfactorily perform the work required under the contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4	How would you rate the coordination of the Contractor with sub-contractors and others involved in the project? If N/A, Skip to Question 5 Please use Section 2: Contract-Specific Criteria to provide more detailed information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5	Were there other issues related to "Work Performance"? ☞If "Yes", please explain. <input type="text"/>		<input type="radio"/> YES, Major Issues	<input type="radio"/> YES, Minor Issues	<input type="radio"/> NO
6	Would you select this firm again for this type of project or program? ☞If "No", please explain. <input type="text"/>			<input type="radio"/> YES	<input type="radio"/> NO

	TIMELINESS	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
7	How would you rate the Contractor's performance in completing the work/services within the time required by the contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8	How would you rate the timeliness of any Contractor requests for amendments extending the time of the contract? If N/A, Skip to Question 9	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9	Were there other issues related to timeliness? ☞ If "Yes", please explain. <input type="text"/>		<input type="radio"/> YES, Major Issues	<input type="radio"/> YES, Minor Issues	<input type="radio"/> NO

	FINANCIAL ADMINISTRATION	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
10	How would you rate the accuracy and completeness of the Contractor's billings?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11	Did the contractor request any increase to the contract amount based on the <u>original</u> scope of work? ☞ If "Yes", please list the requested increase in contract amount Number of Requests <input type="text"/> Total Requested Amounts <input type="text"/> Total Settlement Amount: <input type="text"/>		<input type="radio"/> YES, Major Requests	<input type="radio"/> YES, Minor Requests	<input type="radio"/> NO
12	How would you rate the reasonableness of the Contractor's price quotes for changed or additional work? If N/A, Skip to Question 13	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13	Were there any billing disputes? ☞ If "Yes", please explain. <input type="text"/>		<input type="radio"/> YES Major Disputes	<input type="radio"/> YES Minor Disputes	<input type="radio"/> NO
14	Were there any other financial issues? ☞ If "Yes", please explain. <input type="text"/>		<input type="radio"/> YES, Major Issues	<input type="radio"/> YES, Minor Issues	<input type="radio"/> NO

COMMUNICATION		Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
15	How would you rate the Contractor's responsiveness to the Project Manager's questions, requests, changes, etc.?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16	Please rate whether the Contractor communicated with the <u>Project Manager</u> in a timely manner regarding the following items:				
	16a. Notification of any significant issues that arose? If N/A, Skip to Question 16b	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	16b. Critical staffing issues (changes, replacements, additions, etc.)? If N/A, Skip to Question 16c	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	16c. Periodic progress reports if required by the contract (both verbal and written)? If N/A, Skip to Question 17	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17	How would you rate the Contractor's interaction, courtesy and helpfulness in dealing with: <ul style="list-style-type: none"> • City/ ORA Staff • General public • Partners/ Stakeholders • Other public agencies 	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18	Please rate the quality of the contractor's public presentation(s). If N/A, Skip to Question 19	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19	Were there any other issues related to communication issues? ☞ If "Yes", please explain. _____		<input type="radio"/> YES, Major Issues	<input type="radio"/> YES, Minor Issues	<input type="radio"/> NO

Based on the weighting factors below, the Contractor's overall score has been calculated from the four categories above.

RATING - SECTION 1		Possible Score	Actual Score
1.	Score for Scope of Work and Performance	0	0
2.	Score for Timeliness	0	0
3.	Score for Financial Administration	0	0
4.	Score for Communication	0	0

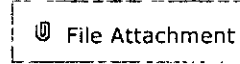
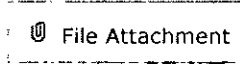
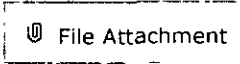
TOTAL SCORE	0	0
PERCENTAGE	-1.#IND	

Outstanding: 100% to 90%
Satisfactory: 89% to 70%
Needs Improvement: 69% to 60%
Unsatisfactory: 59% or less

Section 2: Contract-Specific Criteria

Use this section to highlight contract-specific information and any other performance criteria not covered in Section 1.

- Click the 'File Attachment' icon to attach applicable documentation (scope of work, evaluation matrices, deliverable tracking templates, etc.).



- Enter comments summarizing/explaining your attachments in the blank field provided.

- Rate the Contractor based on the information and comments submitted.

RATING - SECTION 2	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
Rate your Contractor's overall performance in relation to information provided in Section 2.	☐	☐	☐	☐

Section 3: Sub-contractors Evaluation

Use this optional section to highlight Sub-contractor performance.

Sub contractor's name:

Sub contractor's type:

- Click the 'File Attachment' icon to attach applicable documentation (scope of work, evaluation matrices, deliverable tracking templates, etc.).

- Enter comments summarizing/explaining your attachments in the blank field provided.

- Rate the Sub-contractor based on the information and comments submitted.

RATING - SECTION 3	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
Rate your Sub-contractor's overall performance in relation to information provided in Section 3.	☹	☹	☹	☹

Overall Rating

RATING - FINAL	Unsatisfactory	Needs Improvement	Satisfactory	Outstanding
Rate overall Contractor's performance	C	C	C	C

➤ (1) Submit evaluation to Unit Supervisor for review.

(2) Save Evaluation Form to shared drive: \Library2\redvelopment/ScheduleL2\Completed Evaluation Forms.

Project Manager

Print Name

Date

Supervisor

Print Name

Date