

CITY OF OAKLAND



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ADDENDUM NO. 02
QUESTIONS AND ANSWERS
October 18, 2022

Subject: Project No. 1005170 - Citywide Security Services

To: All Prospective Proposers

The clarifications, additions and/or deletions contained in this **ADDENDUM** shall be made a part of the bid or proposal solicitation documents (plans, specifications, RFP, RFQ, etc.) for the above-referenced project, and shall be subject to all applicable requirements there-under, as if originally shown and/or specified. The documents are revised as follows:

This addendum complies with the 72-hour rule per PCC 4104.5, as this addendum does not materially change the bid invitation.

IMPORTANT: You must acknowledge this Addendum in your Proposal or Qualifications Transmittal letter or it may be deemed non-responsive.



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QUESTIONS AND ANSWERS

Subject: Project No. 1005170 – Citywide Security Services

To: All Prospective Proposers

These questions and answers are provided for the convenience of all proposers. Nothing in this Questions and Answers document modifies the bid or proposal solicitation documents (plans, specifications, RFP, RFQ, etc.) for the above-referenced project. All changes to the bid or proposal solicitation documents (plans, specifications, RFP, RFQ, etc.) for the above-referenced project shall be made through written Addenda.

1. **Question:** Will the awarded contractor be required to work with any particular labor unions? Will any labor union agreements need to be signed in order to commence work?
Answer: Yes, the current Security Services provider is unionized by the Service Employees International Union, United Service Workers West, Local 1877.
2. **Question:** Is the company size taken into account in the scoring of proposals? Will a prime contractor with 100 security guards receive a lower score for its size compared to a prime contractor with 300 security guards? If so, is it more advantageous for a company with 100 security guards to partner with a bigger security company?
Answer: Security Service Contractor/Firm size is considered during the evaluation/assessment stages of the contractor selection process. It is important that the companies proposing for the Citywide Security Services contract are able to fulfill the needs and requirements of the City of Oakland.
3. **Question:** What is expected to be built into the bill rate?
Answer: The billing rate should be solely determined by the proposing security services contractor/firm and should include fully loaded and built in costs for specified guard posts.
4. **Question:** Is a generic or approved wage increase expected annually for labor workers? Typically, this is done in other similar proposals at a rate of 3-5%.
Answer: No, wage changes are only accepted in accordance w/ a change to the City's Living Wage Salary Ordinance.

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5. **Question:** What are the types of questions which will be asked in an interview of short-listed companies? This is important to know, in order to prepare for the interview which is shown as worth 50% of the score with only 50% for the proposal itself.

Answer: Interview questions are not available to security service contractors/firms participating in the RFP and selection process prior to an interview.

6. **Question:** Under what circumstances would there be no interviews?

Answer: If a security services contractor/firm does not meet the City of Oakland minimum Local / Small Local Business Entity (L/SLBE) compliance requirement or the submitted proposal does not meet the RFP requirements the contractor/firm may not be invited to interview and continue in the assessment/evaluation/selection process.

7. **Question:** What actions constitutes “oversight” at protests?

Answer: Oversight should include normal guard responsibilities at nearby facilities and may include the addition increased roving patrols. Additional duties may include, but is not limited to, conducting additional foot patrols, monitoring, tracking, and reporting of situations to City staff and OPD.

8. **Question:** How many Armed positions are there intended to be? Where will they be located with what functions?

Answer: The City of Oakland has not determined if Armed Guards will be implemented or utilized at any guard posts and has included the Armed Guard specifications to provide the City w/ flexibility to provide armed guards as necessary. A billable hourly rate should be included as part of the cost section of a proposal.

9. **Question:** Given that a company can be located 75 miles from the City of Oakland, per the item labelled d. below, what is the required response time?

Answer: Guard call outs and request for additional services vary in degree of urgency - Fire Watch and emergency/urgent situations (such as fires and unhoused encampments may require immediate responses -possibly within a 2-hour window of request).

10. **Question:** How will the “standby” 4 officers in two vehicles be accounted for? Are they Overhead Loaded or Direct Labor?

Answer: Direct Labor

11. **Question:** Can you clarify the expected frequency of patrols and whether any specific routes or high-priority areas require more frequent checks?

Answer: Yes, frequency of patrols and routes are included as part of the specified patrol guard post order and will be conveyed during the initial start of the contract when the selected security services contractor/firm is being onboarded.

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12. **Question:** Are there after-hours patrol and reporting procedures guidelines, especially for critical incidents?

Answer: Yes, after-hour patrols and reporting procedures/guidelines are part of the specified patrol guard post order and will be conveyed during the initial start of the contract when the selected security services contractor/firm is being onboarded.

13. **Question:** What is the required format and frequency for incident reports, daily activity reports (DARs), and monthly summaries?

Answer: No required format is currently in place, but a routine reporting form should be developed, submitted and approved by City staff prior to implementation.

14. **Question:** Is there any specific software or reporting system the City requires for logging incidents, patrols, and personnel activity?

Answer: No specific software is required or specified, but a routine check / personnel routes tracking application (DEGGY System) is currently in place. Utilization of this system and/or alternate systems should be taken into consideration in preparation of the proposal and if invited to the interview process. Tools and resources aid in maximizing efficiency in monitoring, tracking, and reporting by companies to the City.

15. **Question:** Are there specific requirements for the types of equipment and uniforms guards must use? (e.g., body cameras, radios, firearms policies for armed guards).

Answer: See RFP requirements for guard uniforms - Professional Security Guard uniforms w/ company name and individual name tags. Some form of communication and a flashlight is the minimum equipment required. Metal Detector wands and Magnetometer/Xray machine is provided at City Hall building.

16. **Question:** What is the anticipated start date?

Answer: January or February 2025

17. **Question:** Can the City provide a copy of the CBA since vendors may be legally bound to honor the economic aspects of the CBA

Answer: The City does not follow or adhere to a CBA, only it's contractual agreement w/ the Security Services Contractor/Firm

18. **Question:** How many sites require a “dedicated vehicle” and for which sites? Is there a make & model preference? What is the amount of mileage driven by the vehicle per month

Answer: It is estimated that 2-3 will be routinely needed, but individual specific requests can occur at any time requiring the need for additional vehicles. A specified Make/Model of vehicle is not required, and vehicles should use to provided security services on this contract should clearly identify the security service company on the vehicle. Mileage of each vehicle

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will vary, is unknown, and will depend on how an individual security service company will provide the proposed service (including routes, frequency of site visits, etc.).

19. **Question:** What is the preferred uniform type/style

Answer: See RFP requirements for guard uniforms - Professional Security Guard uniforms w/ company name and individual name tags. Some form of communication and a flashlight is minimum equipment. Metal Detector wands and Magnetometer/Xray machine is provided at City Hall building.

20. **Question:** Are there any special training requirements? Ex. First Aid/CPR/AED, etc

Answer: Guards should have basic First Aid, CPR and AED training.

21. **Question:** Will performance of the services require security personnel to have contact with persons under age 18, or provide services to persons with Alzheimer's or dementia?

Answer: Yes, the security services for the City of Oakland includes guard posts of public facilities and areas, visitors/users of these spaces range and include people from all demographics.

22. **Question:** What equipment requirements are there

Answer: Minimum Requirement should include a method of communication and flashlight.

23. **Question:** Are radios required and provided by the client or contractor

Answer: Radios are not specifically required nor are they provided by the City, but some form of communication is required.

24. **Question:** What is the City's standard payment terms

Answer: 30 Days in accordance w/ the City's Prompt Payment Ordinance (if a LBE)

25. **Question:** Is the client exempt from payment of state and local sales and use taxes

Answer: Not Applicable. City and contractor staff are not exempt from State and Local Sales or Use Taxes.

26. **Question:** What challenges is the City experiencing at the various sites

Answer: Rises in vandalism, crime, and the unhoused population.

27. **Question:** What is the reason for going out to bid for security services

Answer: Expiration of contract

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28. **Question:** For how long does the City expect the pricing quoted by the Contractor to remain in effect

Answer: Pricing costs should remain in place throughout the term of the contract. Wage changes may be made in accordance w/ the City's Living Wage Ordinance.

29. **Question:** Will the Contractor also be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?

Answer: Only wage changes may be made in accordance w/ the City's Living Wage Ordinance (assessed annually by the City).

30. **Question:** If the security officer shall remain within the patrol perimeter throughout the duration of the shift, how are security officers relieved when taking required Rest and Meal Breaks to stay in compliance with state law

Answer: Individual companies should have their own protocol, processes and policies to provide routine breaks throughout a shift.

31. **Question:** Is employee parking available to the contractor's employees? If so, is there a fee associated with parking?

Answer: No guard parking is provided to contractor's employees

32. **Question:** Are there restroom facilities in close proximity to all of the posts

Answer: All posts are close to readily available restrooms.

33. **Question:** For inclement weather, is there shelter available for the security professionals

Answer: Guard posts are either under shelter, in a facility, or in a vehicle which would provide ample shelter from inclement weather. Although roving guards are stationed outside during heavy storm events shelter may be obtained at surrounding facilities and/or under building entry ways.

34. **Question:** Can the City provide bidders the shift times for each site

Answer: Please refer to Attachment B of the RFP. 24/7 notes after hours guard services.

35. **Question:** If Armed security guards are asked by City staff to escort individuals to their vehicles, what is maximum distance they will be leaving their post

Answer: Within 0.20 miles of the specified guard post

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36. **Question:** When needing to provide Alternate or Roving security (2-2 man teams with vehicles readily available to provide initial response for the listed situations), what is the City's expectation for turnaround time from the time the contractor is contacted to when the security team(s) are deployed at site

Answer: Guard call outs and request for additional services vary in degree of urgency - Fire Watch and emergency/urgent situations (such as fires and unhoused encampments may require immediate responses -possibly within a 2-hour window of request).

37. **Question:** For Armed security, it states that the city prefers that they carry secondary defensive weapons. Will this become mandatory at any point of the contract?

Answer: Unknown

38. **Question:** For Armed security is a specific caliber or make of weapon required

Answer: No.

39. **Question:** For roving security services, the RFP mentions oversight at protests? Could you please provide more detail on this requirement?

Answer: Oversight should include normal guard responsibilities at nearby facilities and may include the addition increased roving patrols. Additional duties may include, but is not limited to, conducting additional foot patrols, monitoring, tracking, and reporting of situations to City staff and OPD.

40. **Question:** Please confirm if the vehicles are billable.

Answer: Vehicles are not directly billable, but invoiced guard rates for patrol should include fully loaded rates with built-in costs.

41. **Question:** Please provide the total number of vehicles required to perform this contract.

Answer: It is estimated that 2-3 will be routinely needed, but individual specific requests can occur at any time requiring the need for additional vehicles.

42. **Question:** Does the City have a preferred vehicle type (sedan, SUV, pickup truck, etc.)?

Answer: No

43. **Question:** What is the estimated annual mileage per vehicle?

Answer: Unknown at this time - all patrol routes are subject to change and additions may be made at a moment's notice.

44. **Question:** Can the fuel be billed separately as incurred, supported by fuel receipts?

Answer: No

45. **Question:** Please confirm if training is billable.

Answer: Training is not Billable

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46. **Question:** Please identify which sites require armed services and which require unarmed service

Answer: The City of Oakland has not determined if Armed Guards will be implemented or utilized at any guard posts and has included the Armed Guard specifications to provide the City w/ flexibility to provide armed guards as necessary. A billable hourly rate should be included as part of the cost section of a proposal.

47. **Question:** There are sites where the officers have to work over 8 hours per day. For example, at the Dalziel Building—Lobby Screener, the officer has to work 8.5 hours per day. Will the City allow 8 of these hours to be billed at the regular rate and 0.5 hours at the overtime rate due to California overtime law?

Answer: Yes

48. **Question:** In addition to the security officer positions listed in the bid sheet, may we propose billable supervisors?

Answer: Security service contractors/firms are able to provide a company structure with various position types in their proposals. It is for the proposer to determine staff they would like to include in the proposal as billable vs. non-billable and how labor is invoiced to the City. This will impact overall proposed cost for security services in the bid and will affect the total annual and total contract amount which are major considerations when comparing competing proposals.

49. **Question:** Who is the incumbent service provider?

Answer: ABC Security Services, Inc.

50. **Question:** How long has the incumbent been supporting the requirements of the security program

Answer: Past 6 years

51. **Question:** Is the incumbent fully staffed and fulfilling all the required service hours/posts?

Answer: Yes

52. **Question:** What is the anticipated date of the contract award?

Answer: December 2024 or January 2025

53. **Question:** What is the anticipated start date of the contract?

Answer: January or February 2025

54. **Question:** Does the City have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the proposer?

Answer: The City of Oakland prefers that incumbent employees in "Good-Standing" are retained by the selected security service contractor/firm, but it is solely the company's

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decision to determine if the individuals meet the hiring criteria and standards of the proposing company. The City of Oakland will provide a list of current employees in "Good-Standing" for the contractor/firm to assess/evaluate.

55. **Question:** Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?

Answer: No, training will be dependent on the Security Services Contractor/Firm selected. Guards will need to adhere to City policies/procedures as well as company policies/procedures.

56. **Question:** Will the incumbent Security Personnel be grandfathered for background investigation/screening requirements or are they required to be rescreened

Answer: No

57. **Question:** Which locations are the incumbent Security Personnel unionized & which union are they represented by

Answer: Yes, the current Security Services provider is unionized by the Service Employees International Union, United Service Workers West, Local 1877.

58. **Question:** Is there another Addendum Planned for anything other than the Questions and Answers plus any resultant changes?

Answer: No other addendum is planned for this RFP.

59. **Question:** If a previous or current contractor provides these services for the City of Oakland, can you please provide the name of the company and their bill rates?

Answer: ABC Security Services, Inc. - current Billing Rates by classification are not readily available.

60. **Question:** Does the City have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the Proposer?

Answer: The City of Oakland prefers that incumbent employees in "Good-Standing" are retained by the selected security service contractor/firm, but it is solely the company's decision to determine if the individuals meet the hiring criteria and standards of the proposing company. The City of Oakland will provide a list of current employees in "Good-Standing" for the contractor/firm to assess/evaluate.

61. **Question:** What are the current pay rates and billing rates by labor category?

Answer: Current Billing Rates by classification are not readily available.

62. **Question:** The references we provide for the Project Manager, can those come from the same clients/companies providing references for the 'prime contractor' references we are

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submitting? (Context: They require 3 business-related references for the Prime Contractor and 2 business-related references for the Proposed Project manager on the project.)

Answer: Yes, references for the Project Manager and Prime Contractor can be the same client/company.

63. **Question:** On page 9 of the RFP, Section 6, the City asks for three (3) business related references for the Prime Contractor and subcontractor. Is the City requiring a “total” of three (3) business related references for the Prime and Sub or are bidders required to provide three (3) business related references for each the Prime and Sub?

Answer: 3 References Each since they are separate and individual entities.

64. **Question:** For Armed security, it mentions Contractor shall provide additional personnel to cover morning and afternoon breaks, lunch breaks, vacation, sick time, and other leaves as required. Are these hours listed in Attachment B or are they supplied by the contractor as non-billed

Answer: These hours are not listed in Attachment B - The City of Oakland has not determined if Armed Guards will be implemented or utilized at any guard posts and has included the Armed Guard specifications to provide the City w/ flexibility to provide armed guards as necessary. A billable hourly rate should be included as part of the cost section of a proposal.

65. **Question:** For pricing the benefit costs, should bidders account for all employees taking all benefits? Can the City provide a Seniority Report including wages and medical elections of the security guards?

Answer: Proposing contractors/firms should determine the level of pay and benefits to employed guards to present to the City in the proposal to the City's Citywide Security Services RFP to meet their operating and profit margins. The City does not maintain benefit records for past and current security service providers and the information requested is not available.

66. **Question:** With the understanding that the term of the contract is for three (3) years, how would the City like pricing to be presented? (ex. All-inclusive rate for full 3 year contract term, Year over Year pricing, etc.)

Answer: Annual Estimated Cost. Additionally, hourly wage breakdown of various positions types (such as unarmed, armed, patrol w/ vehicles, graveyard shifts, etc.).

67. **Question:** Can we submit an eligible proposal as a prime while also being a subcontractor on another prime's proposal to this RFP?

Answer: Yes, eligible proposers can submit proposals as both prime and sub.

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68. **Question:** It is noted on page 2, Attachment A (Scope of Work), for situations requiring Alternate or Roving security services identified by the City includes “Encampments of Unhoused Individuals.” What is the City’s expectation of the duties required by the Security Professional for that example?

Answer: Patrol of specified site following unhoused encampment removal activities to ensure that re-encampment does not occur. Make their presence known to unhoused individuals and contact City and OPD staff. Roving guards’ responsibilities are to walk the perimeter of the facility or area to ensure frequently inhabited or impacted areas are not blocked w/ unhoused individuals or encampments. Guards responsibilities will include notifying unhoused individuals that they are in an unauthorized area and referring the situation to City and OPD staff.

69. **Question:** We note from Section I.A on page 2 of the RFP that the contract term can be extended for two (2) optional one (1)-year terms. Can the contract be renewed in the sole discretion of the City, or does renewal require the mutual agreement of both parties?

Answer: Renewal requires mutual agreement from all parties but is not a re-negotiation.

70. **Question:** What aspects of the security program does the City want to see improvement in under the new contract?

Answer: The City expects professional security guard services where guards are respectable, responsible and responsive to client request. Additionally pay attention to detail and fast response is addressed for special request and changes to guard posts. That they are adhering to the job tasks and requirements and not conducting personal business while on duty.

71. **Question:** Will the lowest proposal cost be the only factor within the cost section, or to further simplify, will the lowest cost proposal receive the maximum number of points for the cost section? We understand that a livable wage is the minimum to pay security personnel, but this does not account for the experience of the security personnel.

Answer: No - total cost is one component of the proposal / bid that will be assessed/evaluated. Hourly wages for various classification positions (such as Unarmed, Armed Guard, Patrol w/ Vehicles) will also be compared between individual contractors/firm proposals and bids. Security services contractors/firms are able to submit other positions as billable (such as Project Manager, Supervisors, or tiered guards), but the total annual and total contract amount is a major consideration when comparing competing proposals.

72. **Question:** Outside of the guard position, the program manager is the only other title mentioned; supervisors will be necessary for this entire scope. How should our budget account for and display these types of roles?

Answer: Security service contractors/firms are able to provide a company structure with various position types in their proposals. It is for the proposer to determine staff they would

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like to include in the proposal as billable vs. non-billable and how labor is invoiced to the City. This will impact overall proposed cost for security services in the bid and will affect the total annual and total contract amount which are major considerations when comparing competing proposals.

73. **Question:** In the RFP and Scope of Work, both a “Project Manager” and “Contractor Supervisor/Liaison” are referenced. It is understood that the “Contractor Supervisor/Liaison” is a non-billable position. Can the City confirm if the Contractor Supervisor/Liaison is solely dedicated to this contract only?

Answer: The Contractor Supervisor/Liaison does not have to be solely dedicated to the City of Oakland Security Services contract, but the City's expectation is that City staff requests are prioritized and/or responded to in a timely manner.

74. **Question:** What is the role of the Project Manager? Is this a different position? Is this a non-billable position? Is this position fully dedicated to this contract only?

Answer: Security service contractors/firms are able to provide a company structure with various position types in their proposals. It is for the proposer to determine staff they would like to include in the proposal as billable vs. non-billable and how labor is invoiced to the City. This will impact overall proposed cost for security services in the bid and will affect the total annual and total contract amount which are major considerations when comparing competing proposals.

75. **Question:** In Section II of submittal requirements, under Elements to be included in the RFP, #3 Relevant Experience and #4 Project Approach and Organization have the same description for subsection A and B.

Would the City please clarify if this is intentional or if the questions for section 3 need modification to fit the section topic? Could you please confirm if this is accurate? Which section should this information be in?

Answer: Section II Submittal Requirements Item #3 was inadvertently included in error and is duplicative of Item #4. Item #3 should read as follows:

3. Relevant Experience – Prime Contractor and Sub-Contractor (s) (Suggested Limit - 4 Pages)
 - a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendation and outcomes.
 - b. If the team has worked together collaboratively, please include a description of this work.

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- c. Describe experiences and ability to work effectively with the City staff, community groups, and other stakeholders.

76. **Question:** "Section II.7.c on page 9 of the RFP appears to state that the contract can be amended to increase the billing rates in accordance with the City's Living Wage Ordinance only prior to each one (1)-year renewal of the contract.

Also, Section II.7.c does not appear to permit rate increases in accordance with increases in the City's Minimum Wage Ordinance at any time during the contract term. - Can the contract bill rates be increased in accordance with the City's Living Wage Ordinance during each year of the maximum five (5)- year contract term? -

If the Contractor is also subject to the City's Minimum Wage Ordinance, can the billing rates be increased in accordance with the City's Living Wage Ordinance or the City's Minimum Wage Ordinance, whichever is higher, during each year of the maximum five (5)- year contract term?"

Answer: "Only wage changes may be made in accordance w/ the City's Living Wage Ordinance (assessed annually). During the three (3) year contract, there is no provision for hourly billing rate increases or adjustments but must meet the Living Wage or Minimum Wage rates whichever is higher. If an amendment to extend the contract expiration becomes necessary, hourly billing rate increases/adjustments may be permitted in accordance with the annual increase stipulated each July 1 by the City's Living Wage Ordinance (Chapter 2.28 of the Oakland Municipal Code) and must meet the living wage or minimum wage rates whichever is higher."

77. **Question:** Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Our Commercial General Liability policy, including all endorsements, are written in manuscript form, but the additional insured endorsement maintains equivalency with CG 20 10 04 13 and CG 20 37 04 13. Can the provisions cited below be revised as follows to reflect those parameters?

Answer: PL insurance is not required.

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78. **Question:** Our company does not carry umbrella insurance, but it does carry excess insurance. Can the reference to “commercial umbrella insurance” on line 2 of the second paragraph of Section a.i of Schedule Q be replaced with a reference to “commercial umbrella insurance or commercial excess insurance”

Answer: The City of Oakland does not have a requirement for Excess or Umbrella insurance. However, Excess and Umbrella are essentially the same type of coverage.

79. **Question:** Our company carries Professional Liability/Errors and Omissions coverage under our Commercial General Liability insurance rather than as a standalone policy. Can Section a.iv of Schedule Q be revised to add the following as the last sentence? • “Professional Liability/Errors and Omissions coverage can be combined with Commercial General Liability limits.”

Answer: PL insurance is not required. Schedule Q changes are not necessary. See Row 26

80. **Question:** We note the requirement in Section a.vii of Schedule Q for the Contractor to carry Sexual/Abuse insurance. Can that requirement be satisfied by a Commercial General Liability insurance policy that contains no express exclusions for sexual abuse?

Answer: This does not apply to the SOW.

81. **Question:** We note that the City requires that the City’s rights as an additional insured extend to the Contractor’s entire tower of insurance. Note Section j of Schedule Q. Our company maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City’s desire for additional coverage. Therefore, we propose a compromise whereby Commercial General Liability limits will be increased to a fixed limit of \$10 million per occurrence and Auto Liability limits will be increased to a fixed limit of \$5 million per accident, in exchange for deletion of Section j of Schedule Q. Is such a compromise acceptable?

Answer: Naming the City as additional insured to the GL and Auto liability policies is compulsory and cannot be waived or altered.

82. **Question:** Regarding section a. item v. Contractor’s Pollution Liability Insurance. Is this policy applicable for this contract?

Answer: Not relevant to the SOW.

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83. **Question:** Regarding section a. item i. Commercial General Liability Insurance. If the bidder's insurance policy and aggregate are "per policy" and not "per project/location", would this be acceptable to the City?

Answer: Please refer to the Schedule Q.

84. **Question:** Regarding section a. item vi. Sexual/Abuse Insurance. If the bidder does not carry a separate policy for this, but our General Liability Policy would cover this, would this be acceptable to the City?

Answer: Not relevant to SOW.

85. **Question:** Schedule Q requires bidders to disclose our deductibles/sir – would a Worker's Comp deductible of \$500k and General Liability of \$500k SIR be acceptable to the City?

Answer: Special circumstances such as this are handled on a case-by-case basis.

86. **Question:** Are the following Insurance coverages needed for the company awarded this contract and why? 1. Pollution Coverage? 2. Sexual Abuse Coverage?

Answer: If it is not relevant to the SOW, it may be disregarded.

87. **Question:** Retainage is not a practice in the security services industry. Can the second paragraph of Section 3 on page 2 of the Professional Service Agreement which permits the City to withhold retainage in the minimum amount of ten percent (10%) of the total amount of the contract be deleted.

Answer: This will be addressed w/ the selected proposer during the contract negotiation period.

88. **Question:** Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent or willful acts or omissions of our personnel in the performance of security services under client agreements. Can Section 14 on pages 6-7 on the Professional Service Agreement be revised as follows to reflect those parameters? • On line 8 of Section 14.a on page 6 of the Professional Service Agreement replace the phrase "caused by or arising out of any" with the phrase "to the extent caused by"? • Delete Section 14.a.ii on page 6 of the Professional Service Agreement in its entirety.

Answer: This will be addressed w/ the selected proposer during the contract negotiation period.

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89. **Question:** Can Section 22 on page 11 of the Professional Service Agreement be revised to give the Contractor the reciprocal right to terminate the Agreement on 120 days' prior written notice

Answer: This will be addressed w/ the selected proposer during the contract negotiation period.

90. **Question:** How are the bonus points (12.5 preference points) for LBE and SLBE companies scored? If 100% of the work is completed by SLBE's will that suffice in being awarded all 12.5 preference points? Will having multiple SLBE's contributing to the work in the form of subcontracting maximize this point allocation?

Answer: Preference points will be awarded as stated in the L/SLBE Program. Preference points are awarded based on L/SLBE participation, Years business has been established in Oakland, and Oakland Resident Workforce.

91. **Question:** Do you know how many certified Oakland LBE and SLEB companies possess a PPO license or are qualified security firms?

Answer: There are eight (8) certified firms (1 LBE, 5 SLBEs, 2 VSLBEs). Please see the following link to review a list of Oakland Certified Local/Small Local Business Enterprise (L/SLBE) <https://oaklandca.diversitycompliance.com/>

92. **Question:** How many companies in Oakland are certified LBE?

Answer: There is one (1) certified LBE. Please see the following link to review a list of Oakland Certified Local/Small Local Business Entities (L/SLBE) <https://oaklandca.diversitycompliance.com/>

93. **Question:** In the first proposal meeting, expanding healthcare coverage to spouses was mentioned as a requirement. Does this need to be full coverage or just partial coverage? In the first proposal meeting, expanding healthcare coverage to spouses was mentioned as a requirement. Does this need to be full coverage or just partial coverage?

Answer: This is an Equal Benefits Ordinance (EBO) requirement.

94. **Question:** Could you kindly provide a list of certified LBE companies in Oakland so that we can explore potential partnerships for this opportunity?

Answer: <https://oaklandca.diversitycompliance.com/>

95. **Question:** Can you confirm if the City has approved the amendment regarding the requirement for bidders to be headquartered and have an office in Oakland?

Answer: The Oakland City Council passed a change in the LBE definition eliminating the headquarter requirement for LBEs.

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96. **Question:** Does the revised LBE program apply to all Projects/Contracts for Bid?

Answer: The revised LBE definition will be applied to all upcoming projects when applicable.

97. **Question:** Where can we read the Public Comments on the Proposed LBE Program Revisions or was there any opportunity for Public Comment?

Answer: The City Council held meetings from July 2022 to November 2022 and then more recently on September 17, 2024, and October 1, 2024. The link to Ordinance 13814 C.M.S. passed on October 1, 2024, Supplemental Reports, and past meetings can be found at the link below. The "Meeting Details" link for each day will contain videos of the public meetings.

<https://oakland.legistar.com/LegislationDetail.aspx?ID=5730723&GUID=577B47C5-4059-4DAD-831E-877C3D12315C&Options=&Search=>

<https://oakland.legistar.com/LegislationDetail.aspx?ID=5730723&GUID=577B47C5-4059-4DAD-831E-877C3D12315C&Options=&Search=>

98. **Question:** Is the 50% subcontracting requirement based on Hours Per Week or Revenue?

Answer: The 50% L/SLBE Program participation requirement is based on the percentages of dollars proposed.

99. **Question:** How and when will rate increases be addressed?

Answer: The awarded firm will receive communication from DWES on rate increases.

100. **Question:** In Section II Submittal Requirements (5) Local and Small Business Enterprise Program, the RFP states that "Proposing firms or teams must demonstrate compliance with the City's Local and Small Business Enterprise Program". Further the RFP states that "If zero participation is presented, the proposal will not be accepted. If the proposal with minimum participation is selected, the proposer shall be able to adjust up in order to meet the 50% requirement. If the Prime Firm is not an Oakland-Certified local business (LBE, SLBE, VSLBE) the firm must achieve a minimum of 25% SLBE or 12.50% VLSBE participation. The 50% L/SLBE requirement must be met. Further Schedule E (Project Consultant Team) needs to include the dollar amount and/or percentage of all participating firms and must always total 100%". For clarity: Are these percentages based on annual contract spend?

Answer: The percentages are based on the total proposed certified local, small local, very small local participation.

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101. **Question:** Are Prime Contractors required to meet this 50% of annual spend by assembling a team of companies that are LBE, SLBE, VSLBE at the prescribed percentages or can a bidder utilize one of these categories to meet the 50% requirement?
Answer: Prime contractors are required to meet the 50% L/SLBE Program based on total dollars proposed.
102. **Question:** In Section II Submittal Requirements (5) Local and Small Business Enterprise Program, the RFP states “The Prime Consultant or Project Team must reflect compliance with the City’s Local and Small Business Enterprise Program”. The City’s current L/SLBE Program Guidelines states in Part I: Program Guidelines “Based on the “Rule of Three,” there must be at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work”. Considering the provision of Security Guard Services is a low profit margin industry, and therefore to meet the 50% goal, Prime bidders must seek to allocate productive guard hours to sub-contractors in order to meet the required 50% spend, what happens if there are not enough certified businesses listed as Security Companies or suppliers to the security industry? The RFP states that bids that do NOT meet the 50% requirement will be disqualified. How can Prime Bidders present validation to the City that there is a deficiency in available and suitable sub-contractors within each category so as not to be disqualified?
Answer: DWES has already determined that there are sufficient firms to satisfy the 50% L/SLBE requirement.
103. **Question:** How will compliance with this requirement be reflected in the evaluation scoring?
Answer: Proposers will receive points in accordance with proposed levels of LBE, SLBE, VSLBE as stated in the Program.
104. **Question:** With the understanding that council approved the LBE Requirement of not needing to have a headquarters in Oakland in order to be a certified LBE, the website to apply has not been updated. Specifically, the very first question it asks in the application process is, “Does your firm have a HQ in Oakland?” If the applicant answers “No”, the site does not let them proceed with the application process. When asked if applicants can answer “Yes” so they can continue the application process, the Diversity Compliance Support replied no, and said to wait until the website is updated. It’s been a week and the site to apply has not been updated. How do applicants proceed as it seems unfair to current non-LBE’s as they are at a disadvantage?
Answer: If you are still seeing the statement "Your firm is headquartered in Oakland" and you are seeking the Local Business Enterprise (LBE) designation, you may click on the headquarters statement in order to proceed to the LBE application, which appears within a list of the types of certifications.

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Certifications as Small Local Business Enterprise (SLBE) or Very Small Local Business Enterprise (VSLBE) still require an Oakland headquarters. The update will not change the yes/no questions eligibility questions about headquarters questions that appear later in these types of applications.

DWES posted the following update on Oct. 7, 2024, on its website
<https://www.oaklandca.gov/services/local-business-certification> about this issue and instructions for the various types of applicants.

105. Question: Is it mandatory to be certified as a Local and Small Business Enterprise to submit our response, or would holding an Oakland Business License suffice for an accepted submission?

Answer: No, firms do not have to be certified as L/SLBE and or have an Oakland business tax license to submit the proposal.

106. Question: Based on responses to the above questions, would the City be open to negotiations regarding insurance requirements in the event of contract award?

Answer: The City does not make edits to the Schedule Q. There is a process for vendors to request modifications to the insurance requirements that apply to their scope of work. Any such requests are considered on a case-by-case basis.

Sincerely,

A handwritten signature in blue ink that reads "Craig Pon".

Craig Pon, Project Manager
cpon@oaklandca.gov
(510) 615-5560

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ADDENDUM NO. 1

October 1, 2024

Subject: Project 1005170 – Citywide Security Services

To: All Prospective Proposers

Attention all firms! Your attendance to the upcoming Pre-Proposal meeting is crucial, especially if you missed the mandatory meeting on September 25th.

1. Additional In-Person Pre-Proposal Meeting will be held on Monday, October 7, 2024, at 10:00 a.m. at:

City of Oakland – Dalziel Building

250 Frank H. Ogawa Plaza, 4th Floor, Broadway Conference Room

Oakland, CA 94612

2. Attendance to an In-Person Pre-Proposal Meeting is Mandatory. Failure to attend either the September 25th or October 7th meeting will result in disqualification as a prime proposer.
3. Proposals submitted from firms deemed disqualified shall be rejected and returned unopened.
4. No other changes/modifications are made with this Addendum. All dates in the original RFP related to submittal of Questions and Proposal due date remain the same.

IMPORTANT: You must acknowledge this Addendum in your proposal, or your proposal may be deemed non-responsive.

Sincerely,

A handwritten signature in blue ink that reads "Craig Pon".

Craig Pon
Project Manager, Oakland Public Works
cpon@oaklandca.gov
(510) 615-5560

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PROPOSER'S ACKNOWLEDGEMENT:

Name of Company:

Address, City, State, Zip:

Signature: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK

FOR

CITY OF OAKLAND

CITYWIDE SECURITY SERVICES

RFP#1005170

The general scope of work is to provide all labor, materials, equipment, supplies and uniformed guards necessary to maintain security of property, the public, patrons and personnel visiting or working at City buildings, maintenance and storage yards, public libraries, recreation center, parking lots, fueling docks, driveways and walkways located in Oakland. In addition, the company / contractor selected should have expertise in providing security services with similar clients. Based on the company / contractor past experience, the City expects the selected company / contractor to provide recommendations and have the ability to implement potential alternate methods of security.

General performance criteria shall include, but are not limited to, providing security services to:

- Provide directions and information to visitors regarding City Offices. Screen, redirect and report inappropriate visitors according to the post instructions. Guards will refer facility services and operational questions from the public, vendors, visitors to the Contract Administrator or the City staff representative designated at each fixed guard station.
- Guards may be directed to use City provided equipment to conduct screening of visitors and/or the public to determine if individuals are permitted to access the specific City location/facility. Guards will be provided instruction on how to use the City provided equipment, and will be informed whether the information is to be documented and/or recorded.
- Guards will be responsible for all phases of building protection, including but not limited to: guarding the premises against theft, fire, pilferage, malicious injury, damage and destruction; reporting violations of fire and safety regulations; and making tours of the premises.
- Guards will regularly inspect all designated areas and buildings during working hours to determine that they are properly locked, secured and otherwise in order. Guards may be responsible for the enforcement of "No Trespassing" and "No Parking" in applicable areas as associated with specific building assignments.
- During certain Council Meetings and other public meetings at the direction of the City Administrator, the City will exercise enhanced security screening measures which will require the guards to inspect the bags, backpacks and purses of visitors entering City Hall or other buildings to ensure that prohibited items are not brought inside of the buildings.
- Guards will respond as appropriate to protective alarm signals including distress alarms, elevator and fire alarms. Guards will report any maintenance problems after hours to designated building staff. When a problem needs an urgent emergency response, guards will contact Fire Dispatch.
- Guards will operate walk-through metal detectors, baggage and handheld screening equipment and other security equipment and monitor alarm panels, video surveillance and security lighting

equipment in applicable areas as associated with specific building assignments.

- Guards will intercept and question anyone attempting to gain unauthorized access, attempting to harm staff or damage to City-owned property, attempting theft, and/or exhibiting any other forms of criminal behavior. The Oakland Police Department must be summoned if an arrest or other police interventions are needed.
- Guards will maintain an effective liaison relationship with the City of Oakland's Police Department and Fire Department as it relates to their assigned facility. Guards will contact the Oakland Police Department if an accident or life-threatening situation is observed in the street, public right-of-way near the guarded facility, and/or anywhere on the facility premises.
- If a disaster occurs while guards are on duty, guards shall receive directions from the Oakland Police Department, Oakland Fire Department or Incident Commander assigned to manage a staff mobilization or response at the guarded facility.
- Guards will never leave a facility unsecured and must remain until properly relieved by relief guard or security supervisor.
- Guards will be responsible for maintaining the appearance and order at security duty stations. Contractor will maintain the Guard Manual, emergency reference directions, and building-related notices in an orderly and neat fashion. Guards on duty will be fully informed and educated about these work tools and requirements and will understand and comply with all guard post instructions.
- Guards shall submit detailed incident reports (i.e., accident, disturbances, alarms) to the Contract Manager or Site Manager(s), including all unusual or hazardous conditions encountered during each work period. Contractor shall maintain written records of all guard force activity and provide a comprehensive daily written report of activities to site Contract Administrator.

In addition to the standard routine security services required at the above City Locations / Facilities, the City will exercise enhanced security measures for Council Committee, City Council, other Special Council Meetings, and public meetings. The enhanced security measures will require Security Guards to provide escort services for individuals attending the meeting from the City Location / Facility to nearby parking structures following the conclusion of the meeting (at times, meetings continue until very late in the evening and into the early morning).

In addition to the City Locations / Facilities designated as Normal Routine, "Alternate" and "Roving" may be required on a as-needed as-directed basis. Implementation and establishment of an Alternate City Location / Facility or a Roving Security Guard may occur at a moments notice and require expedited (within 12 Hours of request) response. The City will attempt to provide 24 Hour Notice prior to needed additional security, but requests from the City may be for developing situations and may require an immediate response.

Situations requiring Alternate or Roving security services identified by the City of Oakland include, but are not limited to:

- Any individual specific requests (Call Outs) for City Locations / Facilities as directed by the City Contract Manager, Project Manager or Point of Contact/Lead Staff as designated by the City Contract Manager or Project Manager.
 - Any Unexpected or Developing situations
 - Encampments of Unhoused Individuals
 - 24 Hour Fire Watch of Locations / Facilities as directed

- Initial Response and follow-up to reported break-ins
- Oversight at Protests
- Drive By Inspection for One-Time or Temporary Short-Duration Periods

The selected company / contractor will have 2-2 man teams with vehicles readily available to provide initial response for the above situations.

The following days of each year are designated City of Oakland Holidays, and most City locations / facilities are CLOSED on these days - Security Guards working at the City locations / facilities requiring 24 Hour / 7 Days a Week security service are still required on these days.

- New Year's Day - January 1st
- Martin Luther King, Jr. Day - 3rd Monday in January
- Presidents' Day – 3rd Monday in February
- Cesar Chavez Day – March 31st
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Labor Day – First Monday in September
- Admission Day – September 9th
- Veterans' Day – November 11th
- Thanksgiving Day - Thursday in November appointed as “Thanksgiving Day”
- Friday after “Thanksgiving Day”
- December 25th

REQUIRED DUTIES:

1. All security guards must be prompt and on time reporting to their posts.
2. All security guards must be in company/contractor uniform suitable and appropriate for both professional office settings and for conducting field inspections/site walks with their name and ID visible.
3. If a guard is unable to make his/ her shift the company/contractor should notify the City and arrange a back-up guard to cover the shift.
4. All vehicles used on this contract must have clear visible company identification / logos, etc.
5. Guards should notify the Oakland Police Department to report any suspicious, unlawful or illegal activity.
6. Guards should be willing and prepared to document, file reports, provide all necessary information and evidence, and serve as witnesses to police in support the City's effort to escalate enforcement and prosecute individuals for any observed incident.
7. Guards screen visitors and provide access, direction and information to them.
8. Security officers must be equipped with two-way radios or cell phones for communication with headquarters, other guards and company/contractor personnel, and/or law enforcement or other emergency agency.
9. Guards must keep all access cards and keys safe in their possession and log any transfer of these items in their daily activity reports (DAR).

10. Guards will perform other security duties and services as requested by the City Contract Administrator, Project Manager or other Point of Contact/Lead staff designated by the City Contract Manager or Project Manager.
11. Contractor will provide security services for special events, after hour meetings, community fairs, workshops and moves within the building as needed.

EQUIPMENT/ SUPPLIES:

Contractor shall furnish all equipment necessary to perform the work described herein. All equipment shall be functional and kept in good repair

Required equipment shall include, but is not be limited to:

- Standard Uniforms for security guards appropriate for City Government environment
- Vehicles to perform security patrols at designated sites
- Radio / cell phone and other communication equipment to maintain a direct voice communication between the security patrol officer, a central dispatch and law enforcement or other emergency services agency.
- Flashlight
- Rain Gear (for Roving Guards)
- Required forms, incident, DAR's, property removal, sign-in sheets

DELIVERABLES / REPORTS:

○ Daily Activity Report:

Contractor shall require security guard(s) to maintain a Guard's Daily Activity Report (DAR) of all activities during each shift for the entire term of the contract. The Contractor(s) will provide copies of these reports or a summary of the activities to City management on a monthly basis.

1. Contractor shall complete and keep a record of Daily Activity Report (DAR) forms for each guard assignment, these forms must be completed at the end of each shift.
2. Contractor shall make the Contract Manager aware of any security incident and provide a copy of the incident form or DAR that contains documentation or information of the incident that happened during the shift.
3. Contractor shall provide by the 5th of each month a written report of all security incidents that happened in the previous month to the contract manager.
4. Contractor must provide copies of any incident report or DAR requested by the City to comply with Public Record Requests, litigation purposes or any reason deemed necessary by the City.

○ Incident Reports:

For any incident occurring during a post assignment, armed security guard(s) shall be required to complete the City's Incident Report form. The Contractor's Incident Report format may be used if pre-approved by the City's Facility Manager. Incident reports must be in English and are to be clear, concise, and factual. Reports are to be printed or typewritten and are to include the following information:

Incident reports are to be completed for events including but not limited to the following:

- a. The guard witnesses a crime or other type of unusual or suspicious activity;
- b. An arrest is made;
- c. Building staff or personnel specifically requested security assistance or intervention;
- d. Any person refuses or is unwilling to comply with a reasonable request or direction given by the security guard;
- e. Any and all injuries, regardless of whether or not medical attention was required.
- f. Verbal and/or physical assaults;
- g. Seizure;
- h. Loss of consciousness; and
- i. Death.
- j. Name(s) of the person(s) involved in the incident;
- k. Location of the incident;
- l. Exact time and date of the occurrence;
- m. Description of the event(s);
- n. List of any injuries incurred and by whom; and
- o. Emergency services or other agencies called. These types of incidents shall include, but not be limited to the following situations:

- (1) Any damage occurring on or near City property;
- (2) Any theft or burglary, attempted or otherwise, occurring inside or outside of the City facility;
- (3) Police or other law enforcement activities on or near the City's property;
- (4) Fire Department activities on or near the City's property;
- (5) Any incident involving a weapon, including incidents requiring the use or display of the security guard's firearm other than normal visibly holstered status.

o Other Reports:

The Security Guard Company shall establish an account for the City of Oakland. The City shall receive a monthly statement for armed security services to include the following information:

- (6) Itemization and summary of the amount due, date, location, department name and Purchase Order number; and
- (7) All unpaid invoices, payments received, and credits issued for the location.

The City of Oakland shall be responsible for paying all approved charges to its account. Contractor shall keep a daily attendance log for all armed security guards assigned to the City along with a weekly summation of all hours worked, and must be able to provide this documentation upon request from the department.

PERSONNEL:

Security guards assigned to perform work under this contract must present a level of professionalism and authority. Guards shall wear uniforms at all times, these uniforms must clearly identify the name of the security contractor and the name of the individual guard, in conformance with California State

requirements.

Security guards employed by the contractor to perform work under this contract shall:

- Be physically and emotionally capable of performing the tasks required to secure City facilities. All security guards should be able to conduct inspections and site walks of all areas of the specified City locations / facilities requiring security services.
- Be able to communicate effectively in both written and oral English
- Possess a valid and current California Security Guard License (Guard Card).
- Successfully completed the educational requirements and passed the examinations required by the State of California, Department of Consumer Affairs, including the Powers to Arrest courses.

Armed Security Services Specifications

In addition to the General Performance Criteria, the City of Oakland is requesting for the proposal to include armed security guard services at City Hall located at 1 Frank H. Ogawa Plaza in Oakland, California.

The primary functions of the armed security guards include the operation of screening X-ray magnetometer machines and use hand wand metal detectors as prompted by the walk-through metal detectors to ensure that no weapons or contraband / prohibited items are brought into the facility; observe and report any unusual or suspicious activities; respond to emergencies or other disturbances that occur at or on City property.

Note: The City reserves the right to add or delete departments to the contract at any given time. Contractor shall service the additional locations at the same cost as contracted for the above locations.

SPECIFIC REQUIREMENTS

The City of Oakland requires professionally trained armed security guards to operate its weapons screening X-ray machines at its offices to ensure that no weapons or contrabands are brought into the facility. The primary functions of the armed security guard include the following:

1. To operate the weapons screening X-ray machines and use hand wands as prompted by the walk-through metal detectors to ensure that no weapons or contraband are brought into the facility.
2. Observe and report any unusual or suspicious activities.
3. Respond to emergencies or other disturbances that occur.

Contractor must be able to fully staff and deploy qualified personnel in an organized and efficient manner on the contract start date.

Contractor shall respond to emergency service requests within one hour of request and respond to non-emergency service requests as soon as possible or no later than the following day. Contractor shall be capable of responding to all service requests within the specified timelines.

- Personnel Qualifications:

Due to the high visibility of the armed security guard position, the City requires a high degree of stability in the security force posted.

- Any armed security guard(s) assigned to the City shall have a minimum of four years' experience working as an armed security guard.
- Every armed security guard assigned to this contract must possess and maintain through the life of this contract a current Guard Card and a State of California firearm permit to legally carry a gun while on duty. If known at time of bid submittal, Bidder may include copies of current Guard Cards for proposed staff with proposal. However, prior to contract award, Guard Cards for all proposed staff shall be submitted.
- All armed security guards assigned to City facilities must pass and maintain a satisfied background check.

(1) It is the Contractor's responsibility to conduct a thorough criminal background check on all armed security guards assigned to any City facility to ensure that no guard has a criminal record.

(2) A copy of the written verification that the armed security guard has passed the Contractor's background checks must be provided to the City Facility Manager prior to assignment at the facility.

(3) If known, Bidder may provide the names of the proposed staff with their qualifications. This may be resume format (business addresses are sufficient, home contact information for staff should not be provided). If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Bidder.

- Prior to submitting replacement staff, Contractor shall provide the City with a copy of the written verification that the replacement armed security guard has passed the Contractor's background checks.
- The City has the right to decline the Contractor's placement of armed security guards whom the City may deem to be unsuitable for the assignment. The Contractor agrees that staff placements will be mutually acceptable to the City and the Contractor.

- **Staffing/Personnel Responsibilities:**

The staffing requirements vary from 8 hours per day to 12 or more hours per day, five days per week, for a total of 120 hours per week and 52 weeks per year. The positions require split shift coverage for lunch and overtime since they exceed eight hours per shift. Contractor shall provide additional personnel to cover morning and afternoon breaks, lunch breaks, vacation, sick time, and other leaves as required.

In the event an armed security guard is unable to perform his/her duties during a shift due to illness, injury, or other reasons, the Contractor shall provide a replacement armed security guard within one hour from the time the post is vacated.

The armed security guard's primary duty is to observe and report. In addition to duties outlined under project scope (page 4 of this RFP), the duties and responsibilities of armed security guards shall include, but not be limited to, the following:

- Maintain a high level of visibility at all times as a deterrent.
- Interact with all clients and visitors in a respectful, courteous, and dignified manner.

- Greet the public, answer simple/basic questions, and notify departments of visitors.
- Have visitors sign in and out on the daily Visitors Log, as required.
- Greet and question unescorted visitors who may be in unauthorized areas.
- Perform a sweep of each floor, stairwell and public restrooms at the beginning and end of each shift to deter loitering and ensure all visitors or clients have exited the building by or before close of business.
- Secure all doors and access points around the perimeter of the building entrances at the beginning and end of each shift.
- Report any elevator malfunctions or fire panel alarms to building facility manager(s).
- Observe and enforce the City's "No Smoking" rule which states, "No Smoking Within 25 feet of Entryways".
- Inform relief armed security guards of any special situations or instructions prior to vacating post.
- Refrain from using personal cell phones or other devices to take photos or recordings while on duty or while at or on City property. **Recordings of any kind (photo, audio, or video recordings) and/or the posting of any recorded material on social media is strictly prohibited.**
- Limit telephone calls to business or personal emergencies.
- Armed security guard shall screen visitors, make contact with the person to be visited or the department receptionist, and announce that a visitor is waiting in the lobby. Generally, the armed security guard does not escort the visitor to the employee's office, but shall direct the visitor to the proper location.
- Assist City employees with defusing arguments or disturbances with the public, whether it is inside or outside the City facility.
 - (1) Threatening situations shall be reported immediately to local authorities by calling 9-1-1, the Officer of the Day (OD) or first available supervisor, and the Facility Manager.
- Armed security guards may be asked by City staff to assist with a difficult client or to escort individuals to their vehicles.
 - (1) Armed security guards who are authorized to leave their post for such tasks shall comply with requests for assistance unless compliance would significantly lower the level of security required within the facility.
- Armed security guards may be asked by City staff to deny access to specific individuals who have been deemed potentially violent (a former employee, family member, or client who may have threatened a City employee or has displayed a potential for violent or disruptive behavior).
 - (1) Armed security guards shall notify the local authorities immediately by calling 9-1-1 if the individual exhibits behavior that could be violent or disruptive.

- Enforce the rule forbidding weapons and/or contraband from being brought into City buildings. Weapons and/or contraband are not allowed onsite at City facilities (with the exception of weapons worn by armed security guards, sworn City employees/personnel, other law enforcement officers, etc.).
- If contraband or weapons are discovered during a search or screening for weapons, those items shall be confiscated by the Security Guard. The Security Guard shall contact the Officer of the Day or the first available unit supervisor. When the suspect is turned over to the peace officer, the peace officer shall be notified of the discovered item.
- Contractor's armed security guards and other agents or representatives of Contractor **shall not:**
 - (1) Lock or unlock public entrances outside of duty hours unless authorized by a Security Guard(s) Supervisor or a Facility Manager.
 - (2) Sit on desks, cabinets, tables, or rest feet on desktops or open desk drawers, etc.
 - (3) Possess or use illegal substances, alcohol, or marijuana on the job. Security guards under the influence of alcohol, marijuana, or illegal drugs while on duty will be promptly dismissed and guard shall not be reassigned to any other City facility.
 - (4) Engage in excessive fraternizing with City staff, visitors, or clients. Excessive fraternizing disrupts and distracts guards from their primary duties.
 - (5) Converse privately with acquaintances or personal visitors while on duty. Armed security guards shall utilize their breaks and lunch periods for such interactions.
 - (6) Read books, magazines, or newspapers while on duty.
 - (7) Accept any gifts or gratuities from City staff, clients, or visitors.
 - (8) Occupy their personal vehicles while on duty. Armed security guards shall be on post for the entire duration of their shift with the exception of breaks and lunch. Contractor shall provide relief staff to cover the post during lunch and breaks.
 - (9) **Multiple complaints against a security guard with or without confirmation of extenuating circumstances shall be grounds for discharge. Rude or offensive behavior toward clients, visitors, or City staff will not be tolerated. Willful disregard of orders from the Security Guard Agency or City management personnel will be cause for removal from duties.**
 - (10) Allow suspicious packages or objects to be left unattended at any time in the lobby of the building or near the post. In the event of a bomb threat, the security guard shall gather as much information as possible (such as time, names, location, statements from witnesses), and convey this information immediately to local authorities via 9-1-1, the Officer of the Day or first available supervisor, and the Facility Manager. If evacuation is ordered, the armed security guard(s) shall assist with the evacuation of all building occupants in an orderly and safe manner.

The armed security guard shall notify authorities of anything suspicious or out of place that has been observed. If a suspicious object is located, the security guard shall take the following additional precautions:

- Do not touch, move, or disturb the object.
- Do not use a pager, radio or cellular phone near the suspicious object, since these may detonate some explosive devices. Exercise caution and advise others not to use pagers, radios or cellular phones near the facility.
- Get a detailed description of the object, including but not limited to the shape, size, height, width, color, and any visible markings.
- Note the exact location of the object, including but not limited to floor number, room number, location within the room.
- Cordon off the area and deny re-entry; and
- If requested by the Facility Manager, another City manager, the 9-1-1 operator, and/or the local authorities, begin clearing all persons from the immediate vicinity in a safe and orderly manner. Staffing/Personnel Responsibilities:

- Contractor Supervisor/Liaison:

Contractor shall designate a permanent member(s) of its management staff, at no additional cost to the City, to act as a supervisor(s) or liaison officer(s) between designated City personnel and agency personnel and the armed security guards.

- Contractor shall provide the name, telephone number, pager or cell phone number, facsimile number, email address and office address of the designated security supervisor(s) or liaison(s) to the City Facility Manager for the site location.
- Contractor shall provide updated information to the City's Facility Manager for all replacement security supervisors and/or liaisons for the duration of the contract.
- The supervisor(s) or liaison officer(s) shall be available on an on-call basis via pager or cell phone to the security guards and designated City staff. The supervisor shall be centrally located to City Hall in order to supervise and monitor the guards and to ensure satisfactory performance of armed security guards services.
- The supervisor(s) or liaison officer(s) is responsible for, but not limited to, the following:
 - (1) Work with designated City management personnel or building staff to ensure a high standard of courteous and professional security service which is sensitive to the needs of the City staff, clients, and visitors.
 - (2) Supervise the security guards at the posts within the facility; be available for frequent on-site supervision, at a minimum of once per week.
 - (3) Familiarize each security guard with the City internal communication system and any other City policies that affect the public. This information will be provided by the City to the Contractor.
 - (4) Develop or review written standing Post Orders with an emphasis on the needs of the City and as specified by City management staff. Written Post Orders for the City location assignment shall be completed and approved by the supervisor(s)/liaison(s) and the City within 15 business days after the contract start date.

- (5) Review Post Orders for revisions and updates with the Facility Manager at least twice a year at agreed upon dates each year. Contractor will re-issue newly revised Post Orders within one month of completion and will review the changes with each guard (including new hires/replacement and substitute security staff during vacations, sick leave).
- (6) Respond within two hours or less to requests from City management staff for follow-up with appropriate action and/or recommendations on any incidents or complaints involving security guards employed by the Contractor(s).
- (7) Keep City management staff apprised of security issues which affect the safety of the staff, employees, and visitors, and make appropriate recommendations for improvement.
- (8) Promptly report any unusual events or emergencies (such as an accident, hostile client or employee, illegal weapon, bomb threat or theft) to the Officer of the Day, first available supervisor, and City's Facility Manager. These incidents shall be followed by a written report submitted to the Facility Manager within 24 hours of the incident or event. **Bidder shall include within its proposal a sample incident report.**
- (9) Investigate all complaints received about the security guard(s), report findings, and inform City facility or management staff of remedial action(s) taken.
- (10) Ensure that incident reports and other written documentation requested are forwarded to the appropriate City management staff member within the time specified.

- Employee Conduct:

Contractor and all assigned staff members, including but not limited to guards, supervisors, liaisons, and account manager, shall be held to the highest level of professionalism throughout the life of any contract awarded as a result of this RFP.

- Proper conduct is expected of Contractor's personnel at all times. This includes adhering to no-smoking ordinances, the City's drug-free work place policy, not using alcoholic beverages, and courteous treatment of employees, clients, and visitors.
- City has the right to dismiss any Contractor's employee who does not, in the City's discretion, properly conduct himself/herself or perform quality work.
- Contractor and contractor's staff shall not use cameras, camera phones, computers, tablets, and/or comparable devices while on post. Recordings of any kind, including photos, audio, and/or video recordings are strictly prohibited. The City and/or other City Offices' shall not be the subject posted on any social media sites
- It is the Contractor's responsibility to conduct a thorough criminal background check on all armed security guards assigned to any City facility to ensure that no guard has a criminal record. A copy of the written verification that the guard has passed the Contractor's background checks must be provided to the City's Facility Manager prior to assignment at the facility.

- Training and Certification:

- The security guards assigned shall have completed the required mandatory 40-hour skills training course and elective eight-hour Certification Course in Firearms Training as regulated by the State of California Bureau of Security and Investigative Services (BSIS), Division 7 of Title 16 of the California Code of Regulations, Article 9, Skills Training Course for Security Guards.

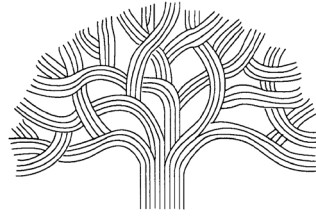
(1) Investigate all complaints received about the security guard(s), report findings, and inform City facility or management staff of remedial action(s) taken.

- Security Guard companies or agencies must provide written proof, to the City Facilities Management or Facility Manager, of a security guard's certificate of completion (or evidence of completion of the required hours as set forth in the above paragraph) of the mandatory and elective training administered by a private patrol operator or by a certified training facility.
- Additional replacement or relief security guards provided by the Contractor shall be of the same caliber and possess the same training as the regularly assigned security guard(s).
- All relief armed security guards (covering for vacations, sick leave, or other absences) shall be trained and familiar with the procedures, duties and responsibilities required of the regularly scheduled security guard(s).

- Uniforms and Equipment:

- Security guards are to be dressed in appropriate uniforms that comply with the “name and patch” requirements of the State of California Department of Consumer Affairs for security guards. Uniforms are to be neat, clean, pressed, and lint free. Uniforms are to include dress or leather work shoes that are clean, in good repair and color coordinated with the uniform. NO tennis or athletic shoes are permitted.
- Guards shall be easily identifiable as non-City employees and are to wear, at all times, a company name badge or patch and a name plate securely fastened and worn in full view to be seen at a minimum view of three feet.
- Guards are required to carry handguns and handcuffs. It is preferred that they carry secondary defensive weapons as well, which can include batons, and/or mace.
- Contractor shall provide armed guard staff with two-way communication devices, such as radios, for use while on post. The devices must be approved by the City.

Location	Address	# of Security Guards	Type of Service	Daily Hours (M, T, W, Th, F / Sat., Sun)	Total Hours per Week
Dalziel Building Lobby	250 Frank H. Ogawa Plaza	3	24/7	8, 8, 8, 8, 8 / 8, 8	168
Dalziel Loading Dock	250 Frank Ogawa Plaza	1	Monday - Friday	8, 8, 8, 8 / -	40
Dalziel Building - Lobby Screener	250 Frank Ogawa Plaza	1	Monday - Friday	8, 8, 8, 8, 8, 8, 8, 8 / -	42.5
Dalziel Building - Parking Citation	270 Frank Ogawa Plaza	1	Monday - Friday	8, 8, 8, 8 / -	40
Dalziel Building - Planning Department	270 Frank Ogawa Plaza	1	Monday - Thursday	8, 8, 8, 8 / -	32
City Hall - Information Desk	1 Frank Ogawa Plaza	2	Monday - Friday	8, 8, 8, 8, 8 / -	80
City Hall, 14th St. Entrance X-ray Machine Operator	1 Frank Ogawa Plaza	1	M-F	8, 8, 8, 8, 8 / -	40
		1	Tuesday	- / 8, 8, 8, 8 / -	5
City Hall, 14th St. Entrance Checker/Wanding	1 Frank Ogawa Plaza	1		8, 8, 8, 8, 8 / -	40
City Council/Committee Meetings (3rd Floor)	1 Frank Ogawa Plaza	3	Tuesday	- / 8, 8, 8, 8 / -	24
Lionel J. Wilson Building	150 Frank H. Ogawa Plaza	1	Monday - Friday	8, 8, 8, 8, 8 / -	40
		1	Monday - Friday	4, 4, 4, 4, 4 / -	20
Lionel J. Wilson Bldg. Screener	150 Frank Ogawa Plaza	1		8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	42.5
RELIEF Officer	Frank Ogawa Plaza	1	7 Days / Week	8, 8, 8, 8, 8, 8, 8, 8	56
	Frank Ogawa Plaza	1	7 Days / Week	4, 4, 4, 4, 4 / -	20
RELIEF Officer #2	Frank Ogawa Plaza	1	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	56
Administration Complex Rover	1, 150, 250 Frank Ogawa Plaza	2	Monday - Friday	8, 8, 8, 8, 8 / -	80
Plaza Rover	1, 150, 250 Frank Ogawa Plaza	2	Monday - Friday	8, 8, 8, 8, 8 / -	80
Heavy Equipment Maintenance Yard	6050 Coliseum Way	3	24/7	8, 8, 8, 8, 8 / 8, 8	168
Municipal Service Center	7101 Edgewater Dr.	3	24/7	8, 8, 8, 8, 8 / 8, 8	168
Municipal Service Center, Back Foot Patrol	7101 Edgewater Dr.	1	7 Days / Week	7, 7, 7, 7, 7 / -	35
		1	7 Days / Week	5, 5, 5, 5, 5 / -	25
Service Center 2nd gate	7101 Edgewater Dr.	1	Monday - Friday	8, 8, 8, 8, 8 / -	40
Malonga Front desk/office	1428 Alice St.	3	24/7	8, 8, 8, 8, 8 / 8, 8	168
		1	Monday, Thursday - Sunday	8, 8, 8, 8, 8 / 8, 8	40
		1	Saturday - Sunday	- / 8, 8, 8, 8, 8 / -	16
East Oakland Senior Center	9255 Edes Ave.	1	Tuesday - Thursday	- / 4, 4, 4, 4 / -	12
Veterans Memorial Building	200 Grand Ave.	1	Monday - Friday	8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	42.5
Brookfield Library	9255 Edes Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 7, 5	45
Lincoln Branch Library	550 El Embarcadero	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
Asian Branch Library	388 9th St.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	49.5
Cesar Chavez Branch Library	3301 E. 12th St. #271	1	7 Days / Week	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	52.75
		1	Sunday	- / 7, 7, 5, 7, 7, 5, 7, 7, 5, 7, 7, 5	7.5
Elmhurst Library	1427 88th Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
West Oakland Library	1801 Adeline St.	1	Monday - Saturday	8, 8, 8, 8, 8 / 8, 8	48
		1	Monday, Thursday, Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	23.25
			Tuesday - Wednesday	- / 8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	16.5
			Friday	- / 7, 7, 5, 7, 7, 5, 7, 7, 5, 7, 7, 5	5.25
Melrose Library	4805 Foothill Blvd.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
		1	Patrol	0.25	0.25
		1	Patrol	0.25	0.25
		1	Patrol	0.25	0.25
Eastmont Library	7200 Bancroft Ave., Suite 211	1	Monday - Friday	8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	39
Martin Luther King, Jr. Library	6833 International Blvd.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	49.5
		1	Monday - Saturday	5, 5, 5, 5, 5 / 5, 5	30
		1	Patrol	0.25	0.25
Rockridge Library	5366 Coliseum Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
Diamond Branch Library	3555 Fruitvale Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
81st Avenue Branch Library	1021 81st Ave.	1	7 Days / Week	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	52.75
Arroyo Viejo Recreation Center	7701 Krause Ave.	1	Monday - Friday	6, 6, 6, 6, 6 / -	32
Arroyo Viejo Recreation Center, Early Headstart	7701 Krause Ave.	1	Monday - Friday	6, 6, 6, 6, 6 / -	32
Golden Gate Library	3606 San Pablo Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
Tennessen Tool Lending Library	5005 Telegraph Ave.	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	45
West Oakland Senior Center		1	Monday - Friday	- / 4, 4, 4, 4 / -	20
Main Branch Library	125 - 14th St.	1	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	56
		1	Monday, Wednesday, Thursday, Friday, Saturday, Sunday	8, 8, 8, 8, 8 / 8, 8	56
		1	Monday - Friday	4, 25, 4, 25, 4, 25, 4, 25, 4 / -	29
		1	Monday, Thursday, Saturday, Sunday	6, 5, 7, 5, 8, 5, 8, 5 / - / 8, 8, 8, 8	37
		1	Monday - Friday	7, 5, 7, 5, 8, 5, 8, 5, 6 / -	37
African American Museum & Library at Oakland	659 14th Street	1	Monday - Saturday	7, 7, 8, 8, 7, 7, 5, 7, 7, 5, 7, 7, 5	44.5
Lisa Oak Pool	1055 MacArthur Blvd	1	7 Days / Week	4, 4, 4, 4, 4 / 8, 8	36
Lions Pool	3880 Handy Rd.	1	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	56
Clinton Square	655 International Blvd.	1	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	56
		1	7 Days / Week	6, 6, 6, 6, 6 / 6, 6	42
Brookfield Head Start	Tyler Street	1	Monday - Friday	8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	42.5
Shepherd Canyon Corp Yard	5921 Shepherd Canyon Rd.	1	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	56
		1	7 Days / Week	7, 5, 7, 5, 7, 5, 7, 5, 7, 5, 7, 5	52.5
		1	Saturday - Sunday	- / 8, 8, 8, 8 / -	16
Joanquin Miller Park	3584 Sanborn Dr.	2	7 Days / Week	8, 8, 8, 8, 8 / 8, 8	112
San Antonio Park Head Start	1701 E. 19th Street	1	Monday - Friday	8, 8, 8, 8, 8, 8, 8, 8, 8, 8 / -	42.5
Wood Street Lot	Wood Street	3	24/7	8, 8, 8, 8, 8 / 8, 8	168
Joise De La Cruz Park	1637 Fruitvale Ave.	1	Monday - Friday	8, 8, 8, 8, 8 / -	40



City of Oakland
Jestin Johnson, City Administrator

REQUEST FOR PROPOSALS
for
Citywide Security Services
Project #1005170

Oakland Public Works (OPW)
Facilities Services Division
250 Frank H. Ogawa Plaza, Oakland, CA 94612
Project Manager: Craig Pon

September 2024

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SECTION I. Project Information

A. REQUEST FOR PROPOSALS (RFP) NOTICE

The City of Oakland (City) is soliciting proposals from qualified, licensed, and insured security service firms for a Citywide Security Services contract for specified City facilities for the purposes of maintaining a higher level of security at these select facilities. Security guards will serve as a customer service role by greeting clients and vendors, signing them in, and ensuring that they get to the respective locations to obtain the best level of service possible. Guards shall also make periodic checks on and about the assigned facilities and report criminal, or disorderly conduct to the appropriate entity including contacting and providing updates to the Oakland Police Department. The contract term will be three (3) years with an option to extend the contract for two (2) one (1) year options upon satisfactory completion of the initial term with an estimated annual cost of \$4,900,000 and an anticipated total contract amount not-to-exceed \$24,500,000.

Mandatory Pre-Proposal Meeting: 10:00 AM, September 25, 2024. The meeting will be held in person at the following location: City of Oakland, 250 Frank H. Ogawa Plaza, 4th Floor, Broadway Conference Room, Oakland, CA 94612. Pre-Proposal meeting attendance is mandatory.

Questions Due: 2:00 PM, October 11, 2024 via email to Capital Contracts (capitalcontracts@oaklandca.gov), cc the Project Manager (cpon@oaklandca.gov). It is the Consultant's responsibility to ensure that the email has been received by the Project Manager. All questions received will be answered no later than 72 hours before the submittal deadline, with questions and answers posted to both iSupplier and CIPList.com. Any questions or responses that materially change the RFP solicitation shall be issued via addendum no less than 72 hours before the submittal deadline, unless the deadline is extended by said addendum.

Proposals Due: 2:00 PM, October 24, 2024. Proposals may either be uploaded into the City's iSupplier online procurement system, or may be mailed or hand delivered to the City Clerk at 1 Frank H. Ogawa Plaza, Room 104, Oakland, CA 94612 prior to the proposal due date and time. Vendors must be registered with iSupplier to submit proposals online. New users should register at least three days prior to bid deadline. Bidders may access iSupplier by going to the following web address. <https://www.oaklandca.gov/services/register-with-isupplier>.

If vendors choose to mail or hand deliver their bid, it is the bidder's responsibility to ensure that it is received by the City Clerk prior to the bid due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and may be returned unopened.

Oakland-certified Local Business Requirement: 50% minimum participation. Firms are encouraged to contact the assigned Contract Compliance Officer to review the City's Local and Small Local Business Enterprise (L/SLBE) program. See also Section IV. Policies and Programs. Prime consultants should verify the L/ SLBE status of their sub-consultants prior to submittal.

Contract Term and Amount: Three (3) years with an anticipated contract of \$14,700,000 with two (2) optional one (1) year extensions upon satisfactory completion of the initial contract term with an anticipated annual contract in the amount of \$4,900,000 and an anticipated total contract not-to-exceed \$24,500,000.

Contact Information:

Project Manager: Craig Pon at cpon@oaklandca.gov or (510) 615-5560

Capital Contracts Division: capitalcontracts@oaklandca.gov

Contract Compliance Officer: Sophany Hang at shang@oaklandca.gov

Dept. of Workplace & Employment Standards (DWES): slbe@oaklandca.gov

RFP Documents: RFP documents and any issued Addenda are available electronically only and provided free of charge through two websites listed below. Separate Plan Holder lists are maintained by each site.

1. iSupplier: Email iSupplier@oaklandca.gov with any questions.
<https://www.oaklandca.gov/services/register-with-isupplier>
2. CIPLIST.com: <http://ciplist.com/plans/?Oakland/city/9392>.

Important Disclaimers and AB 2036 Compliance:

It is the responsibility of each prospective proposer to download and print all RFP documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid. The City does not warrant, represent, or guarantee the accuracy or completeness of any RFP documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective proposer's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

Asha Reed, City Clerk and Clerk of the City Council

Newspaper publication date: September 13, 2024

B. INTRODUCTION

The City of Oakland (City) is soliciting proposals from qualified, licensed, and insured security service firms for a Citywide Security Services contract for specified City facilities for the purposes of maintaining a higher level of security at these select facilities. Security guards will serve as a customer service role by greeting clients and vendors, signing them in, and ensuring that they get to the respective locations to obtain the best level of service possible.

The general scope of work is to provide all labor, materials, equipment, supplies, and uniformed guards necessary to maintain security of property, the public, patrons, and personnel visiting or working at City buildings, maintenance and storage yards, public libraries, recreation center, parking lots, fueling docks, driveways and walkways located in Oakland. In addition, the company selected should have expertise in providing security services with similar clients. Based on the company / contractor past experience, the City expects the selected company / contractor to provide recommendations and have the ability to implement

potential alternate methods of security.

C. SCOPE OF SERVICES

A detailed Scope of Work for the Citywide Security Services RFP is included as **Attachment A – Scope of Work**

1. Routinely patrol through the confines of City facilities, including areas between all buildings, structures, and gated field and park space.
2. Supervise and control access to the City facilities and grounds.
3. Routinely check in with designated City staff at the designated location(s) during operating hours of City facilities.
4. Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones.
5. Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use.
6. Investigate fire, burglar and pull-cord alarms for entire patrol area.
7. Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of City facilities.
8. Ensure City owned building exteriors, structures, and gates are locked during after-hours, non-operation, and closures.
9. Perform inspection, detection, and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Project Manager.
10. Assisting City staff with ensuring the City's municipal codes are not being violated.
11. Informing the public of the City's municipal codes applicable to City facilities.
12. Contact appropriate personnel and police in case of unauthorized door openings or closings within City facilities.
13. Screen visitors of facilities within the patrol perimeter outlined in Attachment A
14. Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document.
15. Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.

16. Security personnel must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism.
17. Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Oakland Police Department and to designated Project Manager.
18. Report inoperative interior and exterior lighting.
19. Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.
20. Notify the appropriate law enforcement agency immediately of any unlawful activity.
21. Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City Project Manager.
22. Security officer shall always remain within the patrol perimeter throughout the duration of the shift.
23. Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.
24. Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.
 - NOTE - Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

D. DELIVERABLES

Deliverables listed below are to be provided to the City according to a timeline agreed upon by City and Contractor.

1. Guard Post Orders – Guidance document for security guard personnel created and implemented by the security service firm providing details and descriptions of guard required duties to assist and enable guard personnel to perform their responsibilities effectively.
2. Daily Activity Report - Contractor shall require security guard(s) to maintain a Guard's Daily Activity Report (DAR) of all activities during each shift for the entire term of the contract. The Contractor(s) will provide copies of these reports or a summary of the activities to City management on a monthly basis.

3. Incident Reports - For any incident occurring during a post assignment, armed security guard(s) shall be required to complete the City's Incident Report form. The Contractor's Incident reports must be in English and are to be clear, concise, and factual. Reports are to be printed or typewritten and are to include the following information:
4. Monthly Report Summary Report
5. Monthly Billing Report
 - The Security Guard Company shall establish an account for the City of Oakland. The City shall receive a monthly statement for armed security services to include the following information:
6. Forms and Procedure
 - Include the data collection forms, surveys, or other similar documents you propose to use to perform these services. Provide a sample of each form you expect City staff to complete, and the information City staff will be expected to provide.
7. Guard Change / Attendance Logs

E. RFP TIMELINE

The estimated overall timeline for this RFP is provided in the following table. The City of Oakland reserves the right, in its sole discretion, to modify, revise and change the schedule at any time. The Consultant shall not be entitled for additional compensation if this timeline is not met or if the actual project's schedule differs from this timeline.

ACTIVITY	ESTIMATED TIMEFRAME
RFP Issued	September 13, 2024
Proposals due	October 24, 2024
Proposal evaluated	Week of October 28, 2024
Interviews conducted	Week of November 6, 2024
Negotiations concluded	January 2025

SECTION II. Submittal Requirements

Proposals may either be uploaded into the City's iSupplier online procurement system, or may be mailed or hand delivered to the City Clerk at 1 Frank H. Ogawa Plaza, Room 104, Oakland, CA 94612 prior to the proposal due date and time. Vendors must be registered with iSupplier to submit proposals online. New users should register at least three days prior to bid deadline. Bidders may access iSupplier by going to the following web address.

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

If vendors choose to mail or hand deliver their bid, it is the bidder's responsibility to ensure that it is received by the City Clerk prior to the bid due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and may be returned unopened. Proposals not received by the deadline may not be considered for evaluation and award.

The proposal should be organized in the order in which the required elements are presented below. Elements to be included in the proposal are described below.

1. Transmittal or Cover Letter

- a. To the attention of: Craig Pon, Project Manager, Public Works Department, 250 Frank Ogawa Plaza, Suite 4314, Oakland, CA 94612.
- b. 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.
- c. **IMPORTANT: Include a statement of acknowledgement of having received all addenda, if any are issued.**

2. Firm Profile (Suggested Limit - 3 pages)

- a. The Proposer must have appropriate certificates/professional accreditations for the state of California to provide requested services and provide a full spectrum of services offered by the proposer, as well as the organizational structure/chart, company history, company philosophy, overview of services, company strengths, major customers and services provided, in the services.
- b. Include a brief description of the security services firm (firm) and sub-contractor team (team), including number of employees and years in business, as well as the firm's overall approach and strategy to delivering collaborative solutions for complex, public-sector problems.
- c. The prime contractor and sub-contractor(s) must be able to demonstrate expertise, experience, and the ability to provide professional security services and complete the tasks described in the Section I and Attachment A.

- d. The Proposer must have an office located in a radius of 75 miles from the City, and the Project Manager/Designated Point of Contact must be available to meet on site, on City property, for all meeting requests.
 - e. Provide an organizational chart of the firm and team, including principal-in-charge, project manager(s) and lead technical staff.
 - f. The Proposer must have a Project Manager/Designated Point of Contact assigned to the Contract, with prior experience working with a similar municipality.
 - g. Provide a summary of qualifications for the principal-in-charge and other lead technical staff who may be assigned to this project. Staff qualifications should include a brief description of relevant experience with security services, similar project clients, areas and services listed in this RFP, proposed role, length of work experience, and any areas of expertise.
 - i. Prime: Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience.
 - ii. Sub-Contractor(s): Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience and current applicable security and professional licensing/certification in the State of California.
3. Relevant Experience – Prime Contractor and Sub-Contractor(s)(Suggested Limit – 4 pages)
- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.
 - b. Describe how you intend to interface with City staff and the community.
4. Project Approach and Organization
- Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Section I and Attachment A - Scope of Work of this RFP. The section should include:
- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.
 - b. Describe how you intend to interface with City staff and the community
 - c. An implementation plan that describes in detail the methods, including controls by which your company manages similar security services for other clients described in this RFP.
 - d. Include the data collection forms, surveys, or other similar documents you propose to use to perform these services. Provide a sample of each form you

expect City staff to complete, and the information City staff will be expected to provide.

- e. Provide a proposed cost schedule, listed by your hourly rate, including charges for any services that would be considered “normal”, “overtime” or “holiday,” or exceed the hourly rate services for services performed (“normal hours” vs. “weekend hours,” etc.). Fee schedule must include the following costs separately, even if fees are equal or the same:
 - (1) Fee schedule for proposed location at Frank Ogawa Plaza for 24/7 (365 days/year) monitoring of the area, as outlined in **Attachment A**.

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

50% Local Business Enterprise Program Compliance

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

https://cao-94612.s3.us-west-2.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

- a. Proposing firms or teams must demonstrate compliance with the City’s Local and Small Local Business Enterprise Program. Submit a completed Schedule E to summarize the project team and submit a copy of any LBE, SLBE or VSLBE certifications, if applicable.
- b. At the time of submittal of Schedule E (for professional services), some L/SLBE-participation must be proposed in order to satisfy the requirement at time of submission. If zero participation is presented, the proposal will not be accepted. If the proposal with minimum participation is selected, the proposer shall be able to adjust up in order to meet the 50% requirement. If the Prime Firm is not an Oakland-Certified local business (LBE, SLBE, VSLBE) the firm must achieve a minimum of 25% SLBE or 12.50% VLSBE participation. The 50% L/SLBE requirement must be met. Further Schedule E (Project Consultant Team) needs to include the dollar amount and/or percentage of all participating firms and must always total 100%.
- c. The Prime Consultant or Project Team must reflect compliance with the City’s Local and Small Local Business Enterprise Program. We encourage all firms to include a ‘core team’ of consultants; such as Surveying, Cost Estimating, Civil Engineering, Community Engagement, and Irrigation Design, to meet the City’s Local Business Enterprise Program, and demonstrate a true intent to utilize the listed sub-consultants. Please refer to the ‘Policies and Programs’ section of this RFQ for additional information.
- d. List firm and sub-consultants with individual addresses, telephone numbers, and areas of expertise. Briefly describe the project responsibility of each team

member. Identify which consultants are Local Business Enterprises (LBE), Small Local Business Enterprise (SLBE), and Very Small Local Business Enterprise (VSLBE). Additionally, for LBEs/SLBEs/VSLBEs, submit a copy of current business license and date established in Oakland. At a minimum, teams shall complete and submit **Schedule E** as a summary sheet showing your project team.

6. References (Suggested Limit - 2 pages)

- a. Prime Contractor and subcontractor(s): Three business related references, giving name, company, address, telephone number and business relationship to firm(s).
- b. Proposed Project Manager(s): Two business related references, giving name, company, address, telephone number and business relationship to project manager.

7. Cost Proposal and Hourly Billing Rates (Suggested Limit - 3 pages)

A detailed summary of the City's current security guards locations, schedules and hours is provided in **Attachment B – Guard Location and Schedules**.

- a. Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- b. The prime consultant shall provide a monthly invoice with supporting documentation that shows the hours billed to specific tasks executed and services provided if the task is based on time and materials or reference to the deliverable completed if the task is based on a fixed price as determined in the scope of work.
- c. The contract amount will be a maximum not-to-exceed amount. During the three (3) year contract with two (2) optional one (1) year extensions upon satisfactory completion of the initial contract term, there is no provision for hourly billing rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly billing rate increases/adjustments may be permitted in accordance with the annual increase stipulated each July 1 by the City's Living Wage Ordinance (Chapter 2.28 of the Oakland Municipal Code).
- d. The cost proposal accounts for up to 15% of the total evaluation score. The City reserves the right to negotiate the final cost proposal with a prime contractor and to decline to enter into a contract if the total compensation is deemed unreasonable at the City's sole discretion.

8. Forms Due with Proposal

(see Appendix A for forms and Section IV for information)

- (1) Schedule E - Project Consultant Team Listing
- (2) Schedule I – Sanctuary City Contracting and Investment Ordinance
- (3) Schedule O - Campaign Contribution Limits

- (4) Schedule W – Border Wall Prohibition
- (5) Schedule Z – Debarment and Suspension Form
Optional Schedule(s)/Form(s) due with Proposal (See Appendix A for form and Section IV.I.3.d.ii for information)
- (6) Schedule E-2 – Oakland Workforce Verification

SECTION III. Selection Process

A. PROPOSAL EVALUATION

The following evaluation criteria will be used in evaluating and rating the proposals submitted by proposers.

The City reserves the right to select proposers based solely on the submitted proposals, and to not conduct oral interviews.

Additional preference points shall be awarded in accordance with the City of Oakland Local/Small Local Business Enterprise Program:

https://cao-94612.s3.us-west-2.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

FOR PROFESSIONAL SERVICES, NOT OF ARCHITECTURE & ENGINEERING NATURE, COST SHOULD BE A AN EVALUATION CRITERIA.

PLEASE NOTE THAT FOR PROCUREMENT OF ARCHITECTURE & ENGINEERING SERVICES, COST PROPOSAL/PROPOSED BILLING RATES SHALL NOT BE PART OF EVALUATION CRITERIA.

ARCHITECTURE & ENGINEERING SERVICES MEANS:

1. professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
2. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operation and maintenance manuals, and other related services

MAX POINTS	EVALUATION CRITERIA
30	1) <u>Relevant Experience</u> <ul style="list-style-type: none"> ▪ Past, recently completed, or on-going local government projects to substantiate experience. ▪ Experience on at least three (3) projects providing services similar to those described in this RFP. ▪ Prior experience and ability to work with Municipal/City Government staff, community groups, and other stakeholders.
20	2) <u>Qualifications</u> Professional background and qualifications of team members and firms comprising the team.
15	3) <u>Organization</u> <ul style="list-style-type: none"> ▪ 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. ▪ Cost control procedures in design and construction. ▪ Ability to perform numerous projects at the same time.
15	4) <u>Approach</u> <ul style="list-style-type: none"> ▪ 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.
15	5) <u>Estimated Proposal Costs</u> Overall Total Estimated Cost
5	6) <u>Other Factors</u> Presentation, completeness, clarity, organization, and responsiveness of proposal.
100	POSSIBLE RFP CRITERIA POINTS
12.5	POSSIBLE BONUS POINTS A maximum of 12.5 preference points may be earned through the Local and Small Local Business Program described in Section IV.I.
112.5	TOTAL POSSIBLE POINTS

B. INTERVIEW OF SHORT-LISTED FIRMS

The City will develop a “short list” of proposers to be considered for further evaluation, including oral interviews. The short-listed proposers will be notified in writing and provided with interview information and details (e.g. date/time, location, and interview format).

Oral interviews of the short-listed firms the interviews will be weighted as 50% and proposals 50% of the overall ranking.

It is anticipated that the interviews will be conducted in late November and early December 2024. However, the City, in its sole discretion, may modify, revise and/or change interview days, times and notification duration.

C. CONTRACT NEGOTIATIONS

1. All RFP responses become the property of the City.
2. The RFP does not commit the City to award an agreement or to pay any cost incurred in the preparation of the proposal.
3. The completion of the interview process will result in the firms being numerically ranked. The City will initiate contract negotiations in order of the ranking. Should the City and a firm not be able to reach an agreement as to contract terms within a reasonable time frame, the City may terminate negotiation at the City’s sole discretion.
4. The City reserves the right to negotiate the final scope of services and will not be bound by the scope of services presented in the RFP nor by the scope of services in the consultant’s proposal.
5. The City reserves the unqualified right without liability or commitment to any party, firm, or organization, whether or not minimum requirements are met:
 - a. to evaluate each proposal and to accept or reject any or all proposals received;
 - b. to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all consultant teams, and to waive any defects as to form or content of the RFP or any responses by any consultant teams obligation;
 - c. to reject any or all proposals and to suggest that individual members of teams collaborate to form new consultant teams; and
 - d. to 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.

6. In finalizing the scope of services, the City may request that the consultant add, delete, or replace sub-consultants. Such changes will be bound to the City's LBE/SLBE requirements.
7. The contract amount (including reimbursable expenses) will be a maximum not-to-exceed amount on the tasks described in Section I and the cost proposal or proposed billing rates submitted under Section II, or lesser rates mandated by the City. Reimbursable expenses are subject to prior approval of the City. The amount for such expenses will be included in the maximum not-to-exceed amount. *Firms will be required to maintain their billing rates for this period. Should the term of the Agreement need to be extended, rate increases may be allowed at that time.*

D. CONTRACT AWARD

1. Upon successful completion of the negotiations, City staff will seek City Council authorization to award a professional services agreement to the selected Proposer.
2. Upon authorization to award the contract by the City Council, the City may proceed with the contract award and contract execution processes.
3. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
4. The selected consulting firm shall be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the consulting team may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.
5. Professional Services Agreement
Please review the sample services agreement included in the Appendices. The City strongly advises against requesting any modifications to its terms and conditions. Submittal of a proposal shall demonstrate the consultant's review, understanding and acceptance of the terms of this agreement. Requests to modify agreement terms may result in rescission of contract offer.
6. Insurance Requirements
The awarded consultant will be required to provide proof of insurance in accordance with **Schedule Q** prior to execution of a contract. (see Appendices)
7. Business Tax Certificate
The consultant awarded this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate prior to contract execution and shall maintain a current tax certificate for the duration of the contract.

SECTION IV. Mandatory Policies and Programs

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

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

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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

A. General Information

“Contractor”, “Consultant”, “Firm”, “Prime Consultant” and “Proposer” are defined as professional services consultant.

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

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

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

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.

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

The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.

B. Prevailing Wage

Applicable to contracts that consist of California prevailing wage classification scope of work. For more information contact the Contract Compliance Officer listed on this RFP or email the Department of Workplace & Employment Standards at slbe@oaklandca.gov.

The City has adopted State of California Prevailing Wage rates for its public works projects over \$1,000.00 as per Special Provisions Section 7-2.2.

This project is subject to State of California Labor Code Sections 1770-1781, 1813, and 1815 requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. The City shall provide upon request copies of the prevailing rate of per diem wages to be paid to all applicable workers. The City shall make available prevailing wage rate determinations to all interested parties upon reasonable request during normal business hours. Additionally, the contractor shall have a copy of the prevailing wage determinations posted in a conspicuous place at each job site. Prevailing wage information may also be obtained via the internet at: www.dir.ca.gov.

As a condition to receiving progress payments, final payment, and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor shall have provided to the City, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The City shall withhold any portion of a payment, including the entire payment amount until certified payroll forms and other required compliance monitoring documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified by the City, the City may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

C. Pre-Proposal Meeting Information

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

D. RFQ/RFP Documents and Addenda

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

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

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

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

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

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

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

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

3. Please note that separate **Plan Holder lists are maintained by each site.****D. Public Records Act or Sunshine Ordinance**

All RFP responses become the property of the City. Once a final award is made, all RFP responses except financial and proprietary information become a matter of public record and shall be regarded by the City as public records. Firms may label individual pages as "confidential" or "proprietary" information to indicate their desire to withhold financial 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. Disclosure of any such records is at the City's discretion, based on the potential impact of the public's interest.

E. Rejection of Proposal Elements

The RFP/RFQ does not commit the City to award an agreement or to pay any cost incurred in the preparation of the proposal/Statement of Qualifications (SOQ). The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP/RFQ and/or RFP/RFQ process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP/RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFP/RFQ or any responses by any consultant teams and to request and obtain additional information from any candidate submitting a proposal. Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

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

F. Conflict of Interest / Confidentiality

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

According to the City's Purchasing System (OMC 2.04.050.C), "No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services or both." **To clarify, a firm (including, but not limited to licensed contractors and professional service providers) may not submit a proposal as a prime consultant or contractor if they are being listed as a sub-consultant or subcontractor on another proposal or bid for the same solicitation.** Proposers should be aware that in order to avoid any potential conflicts of interest, a successful Proposer and its affiliates may be precluded from subsequently participating as a vendor or consultant on projects for which they are providing services pursuant to this RFP.

Depending upon the nature of the services performed, City consultants are subject to conflict of interest prohibitions. These include, but are not limited to, the requirements of California law (including Government Code Sections 1090 et seq. and 87100 et seq., and Title 2, Division 6 of the California Code of Regulations.) The City reserves the right to disqualify any Proposer under this RFP if the City, in its sole discretion, deems that the potential for conflicts of interest is likely to impair or restrict the Proposer's ability to furnish services contemplated within the Scope of Services.

Exceptions include:

1. A firm, if not submitting as a prime consultant or contractor, may be listed as sub-consultant or subcontractor on more than one proposal or bid.
2. In the case of a specific On-Call RFQ with multiple tiers (e.g., On-Call Civil

Engineering Services, Tiers 1 and 2), a firm may submit as a prime consultant or contractor for one tier and may be listed as sub-consultant or subcontractor for another tier.

3. No officer, director, employee or member of a Mentor-Protégé team, as defined by the LBE/SLBE Program, shall be allowed to bid or otherwise participate independently on a city contract where the mentor-protégé team is bidding or otherwise participating. Each party is prohibited from submitting multiple bids on a city contract.

Consultant specifically agrees to the following:

1. Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this project. Without limitation, the consultant represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
2. Consultant understands and agrees to successfully provide the services requested by the project. In addition, every communication between the consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
3. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-consultant or consultant of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs/RFQs, feasibility studies, master plans or preliminary discussions or negotiations.
4. "Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public

contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

G. Violation of Federal, State, City/Agency Laws, Programs Or Policies

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

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

The City of Oakland has adopted a Local and Small Local Business Enterprise (L/SLBE) Program. This section provides program highlights for professional services agreements. The City's current L/SLBE Program may be accessed via the following link:

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

The contractor understands and agrees to the following:

- a. **Requirement** – There is a 50% minimum L/SLBE participation requirement for all Agreements over \$50,000, unless adjusted by an Availability Analysis or waived by City Council action. Proposers must submit Schedule E by the required Request for Proposals (RFP) submittal due date. Schedule E will be used to calculate the level of L/SLBE participation. At time of submittal of Schedule E, some L/SLBE-participation must be proposed in order to satisfy the requirement. If zero participation is presented, the proposal will not be accepted. If the proposal with minimum participation is selected, the proposer shall be able to adjust up in order to meet the task order's participation requirement.

- b. **Preference Points**

L/SLBE Participation Preference Points: Proposers may earn up to a maximum of ten (10) preference points based on the proposed level of L/SLBE participation. VSLBE participation will be double-counted towards achieving the SLBE participation requirement. The tables below show the distribution of preference points:

**TABLE: I – L/SLBE Preference Points for Professional Services Projects
(Non- Certified/Non-Local Businesses)**

Level of L/SLBE Participation Achieved for Non-certified and Non-local businesses	Preference Points (Professional Services)
LBE participation + SLBE participation = 50%	2 pts
LBE participation + SLBE participation = 60%	3 pts
LBE participation + SLBE participation = 70%	4 pts
LBE participation + SLBE participation = 80%	5 pts

**TABLE: II – L/SLBE Preference Points for Professional Services Projects
(Certified Businesses)**

Level of L/SLBE Participation Achieved for Certified Local and Small Local Businesses	Preference Points
25% LBE and 25% SLBE	2 pts
30% LBE and 30% SLBE	3 pts
35% LBE and 35% SLBE	4 pts
40% LBE and 40% SLBE	5 pts

**TABLE: III – VSLBE Preference Points for Professional Service Project
(Certified Businesses)**

Level of VSLBE Participation Achieved for Certified Local and Small Local Businesses	Preference Points
25% VSLBE x2	4 pts
30% VSLBE x2	6 pts
35% VSLBE x2	8 pts
40% VSLBE x2	10 pts

L/SLBE Tenure in Oakland: Certified L/SLBE proposers may earn a maximum of 2.5 additional preference points for having a substantial presence in Oakland. Tenure is verified by City of Oakland certification records. The number of possible preference points is summarized in this table below:

TABLE: IV – Preference Points for Tenure of Certified L/SLBE Firms

Years in Oakland	
Years in Oakland	Additional Points
5 yrs	.50 pt
10 yrs	1.00 pt
15 yrs	1.50 pts
20 yrs	2.00 pts
25 yrs	2.50 pts

Oakland Resident Workforce Preference Points: All proposers may earn a maximum of 5 preference points for having an existing workforce that includes Oakland residents. Proposers need to submit Schedule E-2 at the proposal due date for review. The number of possible preference points is summarized in this table below:

TABLE: V – Preference Points for Oakland Resident Workforce

Oakland Resident Workforce	
Workforce	Additional Points
Up to 24%	1.00 pt
25%- 49%	2.00 pts
50% -74%	3.00 pts
75%-99%	4.00 pts
100%	5.00 pts

- c. **Mentor-Protégé Agreement Preference Points:** Prime consultant proposers may earn a maximum of an additional 10% preference points (of all points) for entering into a Mentor-Protégé relationship with a certified L/SLBE. The Mentor-Protégé

Agreement must be submitted by the proposal due date. Please refer to the L/SLBE Program for more information regarding the requirements for Mentor-Protégé Agreements.

- d. Joint Venture (JV) Agreement Preference Points: On a case-by-case basis, the City will allow an additional 5% preference points (of all points) for JVs where the junior partner is a certified SLBE or VSLBE. JV applications area available upon request by contacting slbe@oaklandca.gov. A Joint Venture must submit a Joint Venture Management Plan, and/or a Joint Venture Agreement, two (2) weeks prior to the due date to slbe@oaklandca.gov. Please refer to the L/SLBE Program for more information regarding the requirements for Joint Venture Agreements.
- e. Maintaining Participation – Once a project begins, the consultant must achieve and maintain the L/SLBE participation for which incentives were earned. Failure to achieve and maintain the proposed and required levels of participation may result in the imposition of penalties as set forth in the L/SLBE Program.

I. Ownership, Ethnicity, and Gender Questionnaire - Schedule D

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://na2.documents.adobe.com/public/esignWidget?wid=CBFCIBAA3AAABLblqZhDBstcTrpBvAoCFVP1jY0GnevukwV_oFsfJDbcQRvNyh0e4-TNpzzg4daDKjfWR8ak

J. Project Consultant Team Listing - Schedule E

Applies to Non-Construction agreements and must be submitted with the Task Order 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 used for establishing a 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 the current business license local business certificate, and date established in Oakland.

K. Oakland Workforce Verification Form - Schedule E2

Applies to Non-Construction agreements and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

All prime consultants, contractors, or grantees seeking additional preference points for employing an Oakland workforce must complete this form and submit with the Task Order Proposal. For questions, please contact the assigned Compliance Officer named in the RFQ.

The Schedule E-2 form can be found on our website at <https://cao-94612.s3.amazonaws.com/documents/oak043692.pdf>

L. Sanctuary City Contracting and Investment Ordinance - Schedule I

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

M. Independent Contractor - Schedule M, Part A

a. Rights and Responsibilities

City shall have no authority over or responsibility for employees and subcontractors of Contractor. It is expressly agreed that, in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is an independent contractor, and is not an employee of the City. Contractor has complete and sole discretion for the manner in which the Work and Services under this Agreement is performed. Contractor will determine the method, details and means of performing the Services described in the SOW.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. 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 the execution of this agreement, Contractor shall complete the Schedule M, Independent Contractor Questionnaire, Part A, attached hereto.

c. Contractor acknowledges and agrees that

- i. Contractor's employees and subcontractors are under Contractor's sole supervision, direction and full control. of Contractor; and,
- ii. that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.
- iii. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

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

e. Tools, Materials, and Equipment

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

f. Cooperation of the City

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

g. Extra Work:

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

N. The City's Living Wage Ordinance - Schedule N

If the contract amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.

Contractor agrees to pay the rates as 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. Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- 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 the 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 - To inform employees that he or she may be eligible for Earned Income Credit ("EIC") and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- d. Contractor shall provide to all employees 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.

- e. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee's start of work under or related to this Agreement.
- f. 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 Department of Workplace and Enforcement Standards, 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 a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.
- g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

O. Equal Benefits Ordinance - Schedule N-1

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

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

The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property, and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. The requirements of this section shall not apply to subcontracts or subcontractors.

The following contractors are subject to the Ordinance:

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

The Ordinance shall only apply to those portions of a contractor's operations that occur:

- Within the City; or
- On real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; or

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

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

P. City of Oakland Campaign Contribution Limits - Schedule O

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

Q. Insurance Requirements - Schedule Q

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 is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Finance Department, 150 Frank H. Ogawa Plaza, Suite 6213, Oakland, CA 94612.

R. Slavery Era Disclosure - Schedule S

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

S. Border Wall Ordinance - Schedule W

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 the construction a wall along any part of the United States - Mexico border.

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

T. Schedule Z - Certification of Debarment and Suspension

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

U. Other Ordinances**1. Minimum Wage Ordinance**

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

payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater. For further information, please go to the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

2. 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 complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or 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 Department of Workplace and Employment Standards (DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

3. 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

4. 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 Department of Purchasing, 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.

5. Nuclear Free Zone

Contractor confirms that it has read and understood Ordinance No. 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," which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the

City's policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

V. Scope, Ownership and Use of City Data

a. Scope of City Data

City data ["Data"] shall consist of any and all data disclosed or provided by the City to Contractor, or collected, developed or generated by Contractor, whether pursuant or incidental to the purposes of the Agreement

b. Ownership

All Data, shall be the exclusive property of and all ownership rights therein shall vest in the City. To the extent necessary, Contractor hereby assigns to the City any and all rights which arise out of, are developed in connection with, or are the results of the services Contractor provides under the Agreement. This provision shall not apply to Data defined as Exceptions under Section 123 (c) ["Proprietary or Confidential Information"].

c. Use of City Data

Contractor avers and covenants to not use City Data for any purpose whatsoever other than to fulfill its obligations to City under the Agreement. Contractor shall fully indemnify City for any claims against City resulting from Contractor's use of City Data in violation of this provision.

W. Security of City Data

- a. City Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the Data could seriously harm City and possibly third parties. Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its representations in its System Security Plan [Exhibit 2] that the integrity of the security, availability and processing of its System protects and preserves the confidentiality and privacy of the Data. Further, Contractor represents that, at all times, its System will maintain and ensure that the Data remains secure and does not through any of Contractor's actions or lack of thereof become vulnerable to unauthorized access by third parties. Contractor further warrants that its System has been accredited under currently recognized industry-recognized standards.
- b. Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City Data that occurs by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor, and to fully indemnify City for any claims against City resulting from corruption of City Data and other injuries ensuing from, but not limited to, the herein fore stated events.

X. City Contractor Performance Evaluation - Schedule L1

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

Y. Progress Payment Form – Schedule G

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

Z. Exit Report and Affidavit - Schedule F

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>.

- 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 Department of Workplace and Employment Standards (DWES) 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).

END OF RFP

SECTION V. Appendices

Appendix A:

Required Schedules

Forms/Documents Due with Proposal

- ☐ Schedule E Consultant Team Listing
- ☐ Schedule I Sanctuary City Contracting and Investment Ordinance
- ☐ Schedule O Campaign Contribution Limits
- ☐ Schedule W Border Wall Prohibition (from Prime)
- ☐ Schedule Z Certification of Debarment and Suspension (from Prime)
- ☐ Addenda Acknowledgement - If any are issued, you must acknowledge all addenda received by including a statement in your transmittal letter, or by returning signed addenda with the proposal.

Optional Documents due within four days of submittal - (see Section IV.I.3)

- ☐ Schedule E-2 Oakland Workforce Verification

Forms/Documents required during contract execution phase

- ☐ Combined City Schedules D, M,

Forms/Documents required during close out of project

- ☐ Schedule L1 Consultant Evaluation

SCHEDULE E PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.



Note: The consultant herewith must list all sub-consultants regardless of the tier and their respective percentages of the project work. No other sub-consultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits. At the time of submittal of Schedule E (for professional services), some L/SLBE-participation must be proposed in order to satisfy the the requirement at the time of submission. If zero participation is presented, the proposal will not be accepted.			Date:									
			Prime Consultant:									
			Project Name:									
			Signed:									
Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	LBE	SLBE	VSLBE	SBA-LBE	LPG-LBE	* Ethnicity	** Gender

Attach additional page(s) if necessary.

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

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

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



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

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

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

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

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



PLEASE COMPLETE AND SIGN

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

or

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

(Printed Name and Signature of Business Owner)

(Date)

(Name of Business Entity)

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

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____ email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____

Authorized Representative

Date

SCHEDULE I DB/DM 2019



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

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) _____ Bid _____ Proposal _____ Qualification _____ Amendment _____

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

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

Signature

_____/_____/_____
Date

Print Name of Signer

Position

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

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

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

SCHEDULE W
BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

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

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

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

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

(Name of Parent Company)



Schedule Z

Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
 - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

_____			_____
Company Name			Signature of Authorized Representative
_____			_____
Address			Type or Print Name
_____	_____	_____	_____
Area Code	Phone	Date	Type or Print Title

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



Oakland Workforce Verification

Schedule E-2

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

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

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

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

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

PLEASE NOTE BELOW:

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

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

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

ADDITIONAL SHEET

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

Additional Page # _____ **of** _____

Please check box below to confirm attachments

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

[illegible]

Combined Contract Schedules



Project Name & Number (or Project Description): _____

Contractor Legal Name: _____ Phone: _____ Email: _____

Address _____ City _____ State _____ Zip _____

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

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

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

☐ Self-Employed, Name of Owner _____ ☐ Corporation, State of Incorporation _____

☐ Partnership, General or Limited _____ Names of Partners _____

☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

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

Part II - Ethnicity and Gender of Employees:

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

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

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word “contract” refers to the agreement the City is contemplating entering into with you. If you are a corporation, in addition to completing this form, attach a California Secretary of State business registration record (from the website) showing “active” status and return with this questionnaire. Non-profits must also attach a California Attorney General charitable trust registration record.

	Yes	No
1. Have you performed services for the City prior to today? If yes, please indicate the time period and the nature of the services.		
2. Have you received any training, guidance, or direction from the City regarding the particular method or manner by which the work will be performed? If yes, please describe what you are expecting (or have received) in the way of training or direction.		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		
6. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
7. If your response to No. 6 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
8. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
9. Do you have federal and state employer identification numbers? If so, please provide these numbers		
10. Within the past two years have you regularly performed the same type of services (as called for in the contract) for any client(s) or customer(s) other than the City? If yes, please identify the client(s) or customer(s) and briefly describe the services performed.		
11. Do you currently have any client(s) or customer(s) other than the City for whom you are performing or will perform services during the duration of the contract? If yes, please identify client(s) or customer(s) by name and briefly describe the nature of services performed.		
12. If you are self-employed, in the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
13. If you are self-employed, do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		

	Yes	No
14. If you are self-employed, within the past two years have you been an employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
15. Do you maintain a business location or office, which may include your residence?		
16. With regard to the following, please indicate whether you have:		
a. an existing business letterhead?		
b. an existing business phone number other than your home number?		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business?		
17. If you have answered parts or all of No. 16 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
18. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and the name of the licensing agency.		
19. If you are self-employed, please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases, or other types of financial commitments made by you for self-employment purposes.		

FOR CITY USE ONLY

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

Date

City Attorney/Assistant City Attorney/Deputy City Attorney

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

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

PLEASE NOTE: For an electronic copy of this combined form and copies of other required standalone contract schedules, please go to:

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>:

- Proposed contractors must submit standalone contract Schedules I, N, O, S, W indicating compliance with City of Oakland policies, as applicable;
- Proposed contractors must submit Schedule E and/or R indicating the use of subcontractors;
- Proposed contractors must submit Schedule Z if the contract involves federal funds; and
- Proposed contractors must submit insurance documents in compliance with Schedule Q.



**SCHEDULE L-1
CITY OF OAKLAND
CONSULTANT PERFORMANCE EVALUATION FORM**

Consultant Name & Address: _____

Type of Services/Work Provided: _____

Project Complexity (Standard or Difficult): _____

Consultant Lead Project Manager: _____

Project Name: _____

City Project No: _____

Final Value of Consultant Contract: _____

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

Final Value of Construction Contract: _____

City Construction Resident Engineer (with phone #): _____

Date of Evaluation: _____

City Project Manager/Evaluator (with phone #): _____

Reviewed and Approved By (with phone #): _____

Ratings Guidelines:

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

Please rate the Consultant on the following topics by checking the appropriate box:

<u>QUESTIONS</u>	<u>Poor</u>	<u>Needs to Improve</u>	<u>Average</u>	<u>Excellent</u>	<u>Not Applicable</u>
1. Quality of Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ability to meet the Project Objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Knowledge, Expertise, and State-of –the Art Technologies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Innovation of Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Thoroughness of Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Quality Control of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Ability to React and Respond to Problems/Issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Ability to Maintain to the Project Schedule and to Time Commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Ability to Maintain to the Project Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Accuracy of Cost Estimating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Constructibility of the Design/Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Quality of Construction Support Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Accuracy and Timeliness of Billings and other Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Sufficient and Appropriate Staffing of the Project by the Consultant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Ability to Manage and Coordinate Sub-Consultants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consultant Performance Evaluation

<u>QUESTIONS</u>	<u>Poor</u>	<u>Needs to Improve</u>	<u>Average</u>	<u>Excellent</u>	<u>Not Applicable</u>
16. Ability and Ease of Communicating with City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Ability to Communicate with the Community and to Make Presentations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Willingness, Flexibility, and Attitude in Working with the City	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Ability to Follow City Directives (i.e. Architectural Design Concept, other Requirements, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL RATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (attach additional information, as necessary): _____

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

Information is to be submitted to and kept on file by the PWA Contract Administration Division for five (5) years. A copy of the evaluation shall also be provided to the consultant. These forms may be used, in part, as a reference to evaluate the consultant for future City professional services contracts.

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

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

Appendix B:

Sample Professional Services Agreement

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
NAME OF CONTRACTOR**

PARTIES AND EFFECTIVE DATE

This ***Professional Service Agreement*** (“Agreement” or “Contract”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”) and [CONTRACTOR’s FULL LEGAL NAME] (“Contractor”) (collectively the “Parties”) and shall be effective on the date the Agreement is executed by all Parties (“Effective Date”).

RECITALS

- A. The City wishes to [insert short description of services required].
- B. This Agreement was competitively procured as required by Oakland Municipal Code Chapter 2.04. [*or state the exception to competitive procurement and how waiver granted*].
- C. The City Council approved this Agreement by Resolution No. [] C.M.S. on [DATE].
- D. The City Administrator has determined that this Agreement is for services that are professional, scientific, or technical and temporary in nature and that this Agreement will not result in the loss of employment or salary by any person having permanent status in the competitive service.
- E. This Agreement is being funded in whole or in part by [State/Federal Funding] from the [Entity] (Funding ID, or exact name of the Award).
- F. Funds are available for this Agreement in [insert Department Name] Fund (insert fund number), [insert Project Number, if applicable].

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

AGREEMENT PROVISIONS

1. **Scope of Services**

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference.

Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be **Project Manager.**

2. **Time of Performance**

The time for performance under this Agreement (“Term”) shall begin on **Month, Day, Year** and shall end **Month, Day, Year**.

3. **Compensation and Method of Payment**

Contractor shall be paid for the performance of services set forth in **Schedule A** during the Agreement Term in accordance with **Schedule B, Budget**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs incurred by Contractor in the performance of the services under this Agreement but shall be capped so as not to exceed **\$[Insert Amount]** (“Capped Amount”). The maximum amount paid for the performance of services under this Agreement shall not exceed the Capped Amount, even if the Contractor’s actual costs exceed the Capped Amount. All invoices submitted for payment shall identify the completed deliverable(s) and the billable amount for each deliverable along with any supporting documentation (i.e. receipts). Payments shall be due upon completion and acceptance of the services or as otherwise specified in **Schedule A** or **Schedule B**.

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

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the Contractor has earned during the period for which payment is being made, on the basis of the Contract terms.

4. **Independent Contractor**

a. **Rights and Responsibilities**

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

b. **Contractor’s Qualifications**

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

and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state, and local laws, statutes, ordinances, rules, and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for the City's 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 and submit **Schedule M, Part A, Independent Contractor Questionnaire**, which shall be attached hereto and incorporated herein.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials, and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

5. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information received from the City, or collected on behalf of the City, including personal identifying data, shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

6. Ownership of Results

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

7. Copyright

Contractor shall timely execute and provide to the City all necessary documents to assign to the City the copyright to works created pursuant to this Agreement.

8. Audit

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

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

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

9. Agents/Brokers

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

to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, or gift.

10. Assignment

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

11. Publicity

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

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

12. Title of Property

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

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement.

Contractor shall obtain the City's approval prior to the disposition or sale of any real or personal property acquired with City funds.

13. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in

Schedule Q, Insurance Requirements, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

14. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Contractor's obligations, representations, or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) The use or occupancy of City property by Contractor, including but not limited to nuisance claims, claims by an invitee regarding claimed tenancy on City property, or claims related to habitability or tenantability of City property;
 - (v) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error, or omission of Contractor;
 - (vi) Unauthorized use or disclosure by Contractor of Confidential Information as provided in the Proprietary or Confidential Information of the City section above; and
 - (vii) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, service mark, or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants, and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. Contractor's indemnification obligations set forth above shall not be limited by the City's insurance requirements contained in Schedule Q hereof, nor by any other provision of this Agreement. City's liability under this Agreement shall be limited to the payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

15. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: a) this Agreement; b) any purchase order; or c) any other transaction with Contractor.

16. Prompt Payment Ordinance

Contractor shall comply with the City's Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of receipt of invoices unless the Contractor or its subcontractors notify the City of Oakland Liaison within the Department of Workplace and Employment Standards ("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 Liaison upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check, or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or 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 the release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that Contractor has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each.

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

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

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

17. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering

into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

18. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any “data broker,” “extreme vetting,” or “detention facilities” services (as defined in Oakland Municipal Code Section 2.23.020) unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

19. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City 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” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

20. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland. Contractor agrees to disclose and has disclosed, any and all pending disputes with the City in writing to the Project Manager. Failure to disclose pending disputes prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

21. Events of Default and Remedies

A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Contractor:

1. Failure to adequately perform the Work set forth in the Scope of Work;
2. The use or expenditure of funds, property, and/or information provided under this Agreement by Contractor in any manner that is not consistent with the purpose of this Agreement or in compliance with the Scope of Work attached hereto;
3. Failure of Contractor to comply with any obligations under this Agreement, or to observe or perform any other material provision of this Agreement; or
4. Contractor's (a) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (b) making a general assignment for the benefit of creditors; (c) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (d) insolvency; or (e) failure, inability or admission in writing of its inability to pay its debts as they become due.

B. The City shall give written notice to Contractor of any default by specifying the nature of the event or deficiency giving rise to the default, the action required to cure the deficiency, if an action to cure is possible, and a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Contractor shall not be in default if Contractor cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Contractor begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Contractor's cure of the specified breach. Upon an event of default that has not been cured by Contractor, the City, in its discretion, may take any of the following actions:

1. Terminate this Agreement in whole or in part;
2. Suspend payments under this Agreement;

3. Demand immediate reimbursement of any funds disbursed under this Agreement;
4. Bring an action for equitable relief (i) seeking the specific performance by Contractor of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
5. Bar Contractor from future funding by the City; and/or
6. Pursue any other remedy available at law or in equity.

22. Termination on Notice

The City may terminate this Agreement immediately with or without cause upon giving thirty (30) calendar days written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **Month, Day, Year.**

23. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of

interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, municipal code, and Charter provisions referenced in this section, Contractor has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibiting (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Contractor agrees and

acknowledges that Contractor shall adhere to the City of Oakland Government Ethics Act, to the extent Contractor is deemed a Public Servant thereunder.

- viii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

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

24. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national

origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.
- 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. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

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

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

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

Contractor understands and agrees to the following:

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

Schedule E, Project Consultant Team, which shall be attached hereto and incorporated herein.

26. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.

Contractor agrees to pay the rates as 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. Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- 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 the 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 - To inform employees that he or she may be eligible for Earned Income Credit ("EIC") and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to:

<http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.

- d. Contractor shall provide to all employees 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.
- e. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee's start of work under or related to this Agreement.
- f. 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 Department of Workplace and Enforcement Standards, 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 a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.
- g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

27. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City's 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 also requires paid sick leave for employees and payment of service charges collected for their services. **This contract is also subject to Oakland's Living Wage Ordinance (see previous section) and must pay employees wages and provide benefits consistent with the City's Living Wage Ordinance or the Minimum Wage Law, whichever are greater.** For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

28. Equal Benefits Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, this Agreement is subject to the City's Equal Benefits Ordinance ("EBO"), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (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 contractor'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 the EBO shall not apply to subcontracts or subcontractors of any contractor.

If applicable, Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32, and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

29. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City's Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. 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 applicable, Contractor certifies that it has completed a signed certification form (Schedule O, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 2.32.

30. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 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," which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City's policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

31. Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

32. Political Prohibition

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

33. Religious Prohibition

Contractor understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

34. Business Tax Certificate

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

35. Compliance with State and/or Federal Standards

[Reserved] or this paragraph.

The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in **Exhibit 1 to the Scope of Work**, "State/Federal Funding Terms."

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred, or otherwise excluded from participation in federal assistance programs. Contractor has submitted **Schedule Z**, Certification of Debarment and Suspension, attached hereto and incorporated by reference herein.

36. Abandonment/Termination of Project

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

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed up to the effective date of termination due to abandonment in accordance with the terms of this Agreement.

37. Validity of Contracts

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

38. Governing Law

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

39. Notice

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

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

Name of Contractor
Address
City State Zip
Attn: Project Manager

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

40. Entire Agreement of the Parties

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

41. Modification

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

42. Severability/Partial Invalidity

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

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

43. Time of the Essence

Contractor agrees that time is of the essence in the performance of this Agreement.

44. Commencement, Completion, and Closeout

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

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

If Contractor fails to complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

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

45. Counterpart Signatures

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Contract. The parties shall be entitled to electronically sign and transmit this Contract (whether by facsimile, PDF, or other email transmission), which signature

shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request.

46. Authority

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

47. Inconsistency

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

[SIGNATURES ON NEXT PAGE]

City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:

INSERT FULL LEGAL NAME IN ALL
CAPS,
a California corporation [CONFIRM
CORPORATE STATUS]

Signature (Date)

Print Name

Title

City Resolution No. _____

Account No.: _____

Business License No. : _____

END OF PROFESSIONAL SERVICES AGREEMENT

Appendix C:

Schedule Q – Professional Services Insurance Requirements

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

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

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

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

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

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$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:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$1,000,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$1,000,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- viii. **Commercial Crime Insurance, if determined to be required by HRM/RMD**, shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client's property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

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

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

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

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

End of Schedule Q