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# AGENDA REPORT

**TO:** JOHN A. FLORES  
INTERIM CITY ADMINISTRATOR

**FROM:** Renée Mayne

**SUBJECT:** Labor Relations Consultant for 2015 Successor  
Labor Negotiations

**DATE:** March 6, 2015

City Administrator  
Approval

Date

3/10/15

**COUNCIL DISTRICT:** City-Wide

## RECOMMENDATION

Staff recommends that the City Council adopt:

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OAKLAND AND RENNE SLOAN HOLTZMAN SAKAI LLP, PUBLIC LAW GROUP TO PROVIDE LABOR RELATIONS CONSULTING AND NEGOTIATIONS SERVICES FOR THE CITY'S 2015 SUCCESSOR LABOR NEGOTIATIONS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) FOR A TERM OF ONE YEAR BEGINNING MARCH 1, 2015 AND ENDING FEBRUARY 28, 2016**

## OUTCOME

Authorization of this resolution will result in an agreement with Renne Sloan Holtzman Sakai LLP, Public Law Group to provide Labor Relations consultant services from March 1, 2015 through February 28, 2015 for an amount not to exceed \$150,000.

## BACKGROUND / LEGISLATIVE HISTORY

The City of Oakland has nine (9) bargaining units represented by five (5) labor unions who will be negotiating successor labor agreements in 2015. All nine (9) contracts expire on June 30, 2015. The unions that City will negotiate with include the Service Employees International Union (SEIU) Local 1021, the International Federation of Professional and Technical Employees (IFPTE) Local 21, the Oakland Police Officers Association (OPOA), International Brotherhood

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of Electrical Workers (IBEW) Local 1245, and the Confidential Management Employees Association (CMEA).

The City of Oakland did a Request for Proposals (RFP) to seek one (1) or more labor relations consultants to support the Employee Relations Department's strategic labor negotiation plan to achieve mutual agreements with five (5) labor unions and nine (9) bargaining units that will be simultaneously bargaining with the City.

### ANALYSIS

Staff seeks the authority to execute a contract for a labor relations consultant for 2015 Successor labor negotiations. The City's Contracts and Compliance Division facilitated a Request for Proposals (RFP) process. The RFP is attached as **ATTACHMENT 1**. The RFP was publicized on the City of Oakland's website, in the Oakland Tribune and on the California Public Employers Labor Relations Association's (CALPELRA) job board (**ATTACHMENT 2**). The City's formal competitive RFP process generated four (4) proposals. The Contracts and Compliance Division's RFP Compliance Analysis for 2015 Successor Labor Negotiations is included as **ATTACHMENT 3**.

The outcome of the RFP process found that Renne Sloan Holtzman Sakai LLP, Public Law Group was the most qualified consultant for 2015 successor labor negotiation services. Renne Sloan Holtzman Sakai LLP, Public Law Group was the only firm to meet all of the criteria for length of experience, credentials and requested knowledge, skills and experience. The firm's background is shown in **ATTACHMENT 4**. Authorizing the contract with the Renne Sloan Holtzman Sakai LLP, Public Law Group will enable staff to fully comply with 2015 successor labor negotiation requirements. Staff recommends the agreement be for the period of March 1, 2015 through February 28, 2016.

The contract scope of services includes the following: The City of Oakland is seeking labor relations consultant to support the Employee Relations Department's plan to achieve mutual agreements with five (5) labor unions and nine (9) bargaining units. The consultant will serve as part of the management bargaining team. Required Qualifications and Experience: 6+ years of direct labor negotiations experience as a key strategic consultant or chief negotiator, in one or more areas: wages, benefits, terms and conditions of employment for sworn and non-sworn, and/or served as a lead negotiator in the areas within the scope of bargaining for California public sector labor negotiations.

The contract cost will not exceed \$150,000 for the aforementioned services.

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## **PUBLIC OUTREACH/INTEREST**

On January 21, 2015 the City of Oakland issued, through the City's Contract and Compliance Division, a formal Request for Proposals (RFP) for a labor relations consultant for 2015 successor labor negotiations. The RFP was shared through the City's website, the Oakland Tribune, and the CALPELRA job board. No additional public outreach is required besides the posting to the City's website.

## **COORDINATION**

This report has been reviewed and approved by the Office of the City Attorney, the Contracts and Compliance Division of the City Administrator's Office, and the Budget Office.

## **COST SUMMARY/IMPLICATIONS**

### 1. COST ELEMENTS OF AGREEMENT/CONTRACT

This agreement will not exceed \$150,000, as agreed to with the consultant for the scope of services listed in the Analysis Section of the report.

### 2. SOURCE OF FUNDING

The funding will come from the Employee Relations Labor Negotiations Project fund 1.1010.02331.54919.A467110.IP61.

### 3. FISCAL IMPACT

The funding for this contract comes from the prior year salary savings.

**PAST PERFORMANCE, EVALUATION AND FOLLOW-UP**

Renne Sloan Holtzman Sakai LLP is a highly qualified Public Law Group. They have a proven performance record in Successor Labor Negotiations with the City of Oakland. The company background can be found in **ATTACHMENT 4**.

**SUSTAINABLE OPPORTUNITIES**


*Economic:* No economic opportunities are identified in this report.

*Environmental:* No environmental opportunities are identified in this report.

*Social Equity:* No social equity opportunities are identified in this report.

For questions regarding this report, please contact Renée Mayne, Director of Employee Relations, at (510) 238-6466.

Respectfully submitted,



RENEE MAYNE  
Director, Employee Relations

Prepared by:  
Judith Dalke  
Human Resources Technician, Employee Relations

**ATTACHMENTS:**

1. Request for Proposals Announcement
2. California Public Employers Labor Relations Association's (CALPELRA) job board
3. Contracts and Compliance Division's RFP Compliance Analysis
4. Renne Sloan Holtzman Sakai LLP, Public Law Group Background

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**CITY ADMINSTRATOR'S OFFICE/EMPLOYEE RELATIONS  
150 FRANK H. OGAWA PLAZA, SECOND FLOOR**

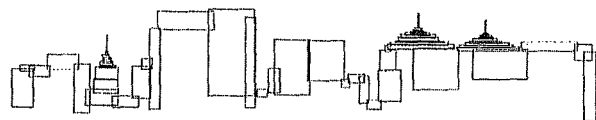
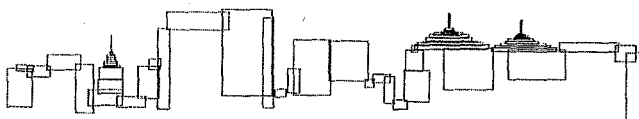
**REQUEST FOR PROPOSAL  
(RFP)**

**FOR**

**LABOR RELATIONS CONSULTANTS FOR  
2015 SUCCESSOR LABOR NEGOTIATIONS**

**DUE DATE: TUESDAY, FEBRUARY 17, 2015**

**JANUARY 2015**



*Oakland Rising Together !*

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**The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at:**

**<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also request a copy by email from [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com)**

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## I. INTRODUCTION

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This Request for Proposal (RFP) is being issued by the City of Oakland, Office of the City Administrator's Office, Employee Relations Department.

**Deadline for Questions:** 2:00 PM, Wednesday, February 11, 2015 by email to the Project Manager at [rmayne@oaklandnet.com](mailto:rmayne@oaklandnet.com)

**Due Date and Time:** Tuesday, February 17, 2015 at 2:00 PM

**Deliver To:** Office of the City Administrator, Contracts and Compliance Division, 250 Frank Ogawa Plaza, 3<sup>rd</sup> Floor, Suite 3341, Oakland, CA 94612  
Phone: (510) 238-3190

**Proposals Must Be Received and Time Stamped by Contracts and Compliance Staff No Later Than - 2:00 P.M.**

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE (waived) ♦ Dispute Disclosure and ♦ Living Wage

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

For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd021639.pdf>.

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Please consult the City website for the Plan Holder list.

1. iSupplier Registration/Login:  
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>.  
New registrants can email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com) for registration instructions.  
Allow 3 working days for approval to access bid documents through iSupplier

2. iSupplier Plan Holders List:

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

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**Contact Information:** The following City staffs are available to answer questions regarding this RFP.

1. Project Manager: Renée Mayne, Director of Employee Relations, at [rmayne@oaklandnet.com](mailto:rmayne@oaklandnet.com) or (510) 238-6466
2. Contract Admin: Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or (510) 238-3190
3. Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com) or (510) 238-6261

## **BACKGROUND**

The City of Oakland has nine (9) bargaining units represented by five (5) labor unions who will be negotiating successor labor agreements in 2015. All nine contracts expire on June 30, 2015. The unions the City will be negotiating with are Service Employees International Union Local 1021, International Federation of Professional and Technical Employees Local 21, Oakland Police Officers Association, International Brotherhood of Electrical Workers Local 1245, and the Confidential Management Employees Association.

The City of Oakland is seeking one or more labor relations consultants to support the Employee Relations Department's strategic labor negotiation plan to achieve mutual agreements with five labor unions and nine bargaining units that will be bargaining simultaneously with the City.

## **II SCOPE OF SERVICE**

The Director of Employee Relations is seeking one or more labor relations consultants with broad and extensive experience serving in the field of labor relations, who have the proven competencies to serve as highly valued contributors to the City of Oakland's management bargaining team and its negotiation process. The City is seeking the following in qualifications from a Labor Relations Consultant:

1. **LENGTH OF EXPERIENCE:** Six or more years of direct labor negotiations experience, either as a key strategic consultant or chief negotiator.
2. **CREDENTIALS:** Possesses credentials that indicate knowledge of labor relations at an executive level.
3. **APPLICABLE KNOWLEDGE, SKILLS AND EXPERIENCE:** Demonstration of knowledge, skills, and experience in any one of the areas within the scope of bargaining for California public sector labor negotiations:
  - a. **Wages** – such as producing salary surveys and serving as a subject matter expert on internal and external market and comparability trends.



- b. Benefits – such as serving as a subject matter expert on medical and other insurance trends, costs and plans, and retirement plans and costs.
- c. Terms and Conditions of Employment for Sworn and Non-sworn – demonstrated subject matter expertise in all terms and conditions of employment for sworn and/or non-sworn employees. Expert knowledge in the California Public Safety Officers Procedural Bill of Rights is preferred.
- d. Serving as a Labor Negotiator – demonstrated ability to lead one or more labor negotiation sessions when requested on behalf of the Director of Employee Relations.

### **LABOR CONSULTATION TIMELINE**

Informal planning meetings are underway between the City of Oakland and each of the five unions. The City anticipates negotiations will commence, depending upon the bargaining unit, from February to May. The labor relations consultant(s) should be available for the duration and will be asked to attend meetings with the Management Bargaining Team as needed, and to attend labor negotiations with the Management Bargaining Team as requested. This will occur on an as needed basis between March 2, 2015-March 1, 2016.

## **III THE PROPOSAL**

### **A. GENERAL INFORMATION**

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE) – Waived per Availability Analysis
  - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified

REQUEST FOR PROPOSAL (RFP) – Labor Relations Consultant for 2015 Successor Labor Negotiations

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local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

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- b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.**
- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant

and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.

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

4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.27 with health benefits or \$14.10 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.83 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1)

<http://www.irs.gov>

and

<http://www.irs.gov/individuals/article/0,,id=96466,00.html>

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

5. Equal Benefits Ordinance

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

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of

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

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

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQ\\_BEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE)

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

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

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a

determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com).

7. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment,

upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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



appropriate State or Federal agency or court of law, up to and including termination or debarment.

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

8. Arizona and Arizona-Based Businesses

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

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

9. Pending Dispute Disclosure Policy:

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

10. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

11. Nuclear Free Zone Disclosure

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

12. Sample Professional Service Agreement

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

13. Insurance Requirements

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/F>

ormsSchedules/index.htm (Schedule Q). A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

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

14. City Contractor Performance Evaluation

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

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

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

16. Contractor’s Qualifications

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

performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

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

**RFP and Project related issues:**

Project Manager: Renée Mayne, Director of Employee Relations  
(510) 238-6466

Contract Analyst: Paula Peav at (510) 238-3190

Compliance Officer: Vivian Inman at (510)238-6261

18. All responses to the RFP become the property of the City.
19. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
20. 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.
21. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
22. 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.
23. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
24. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not

limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

**B. SUBMITTAL REQUIREMENTS**

Please submit a request for proposal with the following information:

1. Name of consultant(s) who will perform the work, and which of the areas of consultancy a proposal is being submitted for: Wages, Benefits, Terms and Conditions of Employment, and/or Labor Negotiator.
2. Relevant qualifications of consultant(s) who will perform the work that includes length of experience, credentials, and knowledge, skills and experience.
3. Project or hourly fee(s), and any other related costs to perform the consultant role being proposed by the consultant(s) who will perform the work.
4. Whether the consultant(s) is a City of Oakland resident or firm(s) is a business within the City of Oakland.

Submit two (2) copies of proposal to **the Department of Contracts and Compliance, Office of the City Administrator, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612 time stamped by no later than 2:00 P.M. February 17, 2015.**

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

**C. REQUIRED PROPOSAL ELEMENTS AND FORMAT**

1. Transmittal Letter
  - a. Addressed to John Flores, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3<sup>rd</sup> Floor, Oakland, CA, 94612. (Please do not submit proposals to this address).
  - b. Signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
2. Project Team

- a. In response to this RFP, the prime contractor shall be qualified consulting firm. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
- b. Sub-Consultants (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

3. Project Personnel

- a. Prime(s): 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.
- b. Sub- Consultants: 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. He/she shall be a professional currently licensed in the State of California.

4. Relevant Experience

- a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes.
- b. If the team has worked together collaboratively, please include a description of this work.
- c. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

5. Project Approach and Organization

- 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.

6. References

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

7. Billing Rates

- 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. Shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Submittals are validated using the following RFP Checklist.

- a Schedules (Required with submission)

- 1. **Schedule E - Project Consultant Team**
  - 2. **Schedule O - Campaign Contribution Limits**

- 9. Other schedules must be submitted prior to full contract execution and are available at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
- 10. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
- 11. Proprietary Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
- 12. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether or not to disclose "confidential" or "proprietary" information.

**D. REJECTION OF PROPOSAL ELEMENTS**

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP

without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

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

**E. EVALUATION OF PROPOSALS – SUBJECT TO CHANGE**

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals:

- 1) Relevant Experience .....30 points
  - 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 City staff, community groups, and other stakeholders.
- 2) Qualifications .....25 points
  - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization .....20 points
  - Current workload, available staff and resources.
  - Capacity and flexibility to meet schedules, including any unexpected work.
  - Ability to perform on short notice and under time constraints.
  - Cost control procedures in design and construction.
  - Ability to perform numerous projects at the same time.
- 4) Approach .....20 points
  - Understanding of the nature and extent of the services required.
  - A specific outline of how the work will be performed.
  - Awareness of potential problems and providing possible solutions.
  - Special resources the team offers that are relevant to the successful completion of the project.



- 5) L/SLBE Certified Business Participation .....2-5 Points
- 6) Other Factors.....10 points
  - Presentation, completeness, clarity, organization, and responsiveness of proposal.

**F. INTERVIEWS OF SHORT-LISTED FIRMS**

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

- 1) It is anticipated that approximately three teams will be invited to interview. The selected teams will be notified in writing.
- 2) The interviews will last approximately 60 minutes. The teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
- 3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:
  - a) Presentation:.....40 points  
(Scoring criteria is similar to that of the proposal criteria.)
    - Relevant Experience
    - Qualifications.
    - Organization.
    - Approach.
    - Other Factors
  - b) Request for Proposal Submittal:.....25 points
    - Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points
  - c) Interview / Questions:.....35 points

Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms The City anticipates the tentative schedule of events to be as follows:

Only those contractors meeting the relevant experience and submit the SOQ will be invited for interviews.

- 4) The City anticipates the tentative schedule of events to be as follows:
  - Distribution of RFP 1/30/15

- |                     |         |
|---------------------|---------|
| ▪ Submission of RFP | 2/17/15 |
| ▪ Contract Award    | TBD     |

**G. CONTRACT NEGOTIATIONS AND AWARD-SUBJECT TO CHANGE**

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
5. A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
6. Upon award the City will issue a Notice to proceed.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

**END OF RFP**



ATTACHMENT A

**SAMPLE**  
**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT**  
**BETWEEN THE CITY OF OAKLAND**  
**AND**  
**Name of Contractor**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of Month, date, year between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and Name of Contractor (“Contractor”)

2. 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. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Project Manager.

3. Time of Performance

Contractor’s services shall begin on Month, Date, Year and shall be completed Month, Date, Year.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed \$Amount, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

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

contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. 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. The 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. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

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 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.

6. 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 disclosed by the City to Contractor shall be held in confidence and used only in 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.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other 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.

8. Copyright

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

9. 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.

10. 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 rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. 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 consent to any further assignment or transfer.

12. 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.

13. 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. 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 the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. 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 "Indemnitee") 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) 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;
  - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "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 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 Indemnitee. 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 Indemnitee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of 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.

16. 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: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective

February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the 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 late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance 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, Contractor is 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.

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 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 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 City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule/s/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com).

18. 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 the Purchasing Department 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.

19. Dispute Disclosure

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

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on month date year.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

REQUEST FOR PROPOSAL (RFP) – Labor Relations Consultant for 2015 Successor Labor Negotiations

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- 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 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, (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.

22. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion,

gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. **Additional Preference Points.** For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. **The Exit Report and Affidavit (ERA)** – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. **Joint Venture and Mentor Protégé Agreements.** If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.

- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.96 with health benefits or \$13.75 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.79 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.



- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

25. Equal Benefits Ordinance

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

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

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

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

26. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O.**

27. Nuclear Free Zone Disclosure

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

28. Political Prohibition

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

29. Religious Prohibition

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

30. Business Tax Certificate

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

31. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, 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 all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

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

32. Validity of Contracts

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

33. Governing Law

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

34. Notice

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

(City of Oakland)  
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 purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

35. 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 party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

36. Modification

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

37. 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.

38. Time of the Essence

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

39. Commencement, Completion and Close out

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 and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor 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.

40. Approval

**REQUEST FOR PROPOSAL (RFP) – Labor Relations Consultant for 2015 Successor Labor Negotiations**

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If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

41. Inconsistency

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

City of Oakland,  
a municipal corporation

Name of Contractor

\_\_\_\_\_  
(City Administrator's Office) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Agency Director's Signature) (Date)

\_\_\_\_\_  
Business Tax Certificate No.

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Date of Expiration

\_\_\_\_\_  
(City Attorney's Office Signature) (Date)

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Accounting Number

**END OF PROFESSIONAL SERVICES CONTRACT SAMPLE**

**ATTACHMENT B1  
(Stand-Alone Schedules Required with Proposal)**

**SCHEDULE E  
(PROJECT CONSULTANT TEAM LISTING)**

An interactive version of this form can be downloaded from Contract s and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE O  
(CAMPAIGN CONTRIBUTION LIMITS)**

An interactive version of this form can be downloaded from Contract s and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190





REQUEST FOR PROPOSAL (RFP) - Labor Relations Consultant for 2015 Successor Labor Negotiations



**SCHEDULE O**

**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS**

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Position

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

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By: \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By: \_\_\_\_\_

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

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

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE Q**  
**(INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190



## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 07/01/14)

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

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

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

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

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not

less than \_\_\_\_\_ each claim and \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

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

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

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

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

**END OF SCHEDULE Q – INSURANCE REQUIREMENT**

## ATTACHMENT D: City Schedules and Policies

**PLEASE READ CAREFULLY:** It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

**By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City Of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.**

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

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

1. **Schedule B-2** - (Arizona Resolution) – **Applies to all agreements and is part of the “Combined Contract Schedules”.**
  - i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
  - ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
  - iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)
2. **Schedule C-1** - (Declaration of Compliance with the Americans with Disabilities Act) – **Applies to all agreements and is part of the “Combined Contract Schedules”.**
  - i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
    - (1) You certify that you will comply with the Americans with Disabilities



Act by:

- (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
  - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
  - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
  - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
  - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
  - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

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

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

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule<sup>1</sup>” and must be submitted with proposal.**
- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
  - ii. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

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<sup>1</sup> Stand Alone Schedule is not part of the “Combined Schedule”.

**REQUEST FOR PROPOSAL (RFP) – Labor Relations Consultant for 2015 Successor Labor Negotiations**

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- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
  - iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
  - v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.
5. **Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**
- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
  - ii. The Schedule E-2 form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
6. **Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**
- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
  - ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).
7. **Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone Schedule”.**

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

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

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
  - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
  - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
  - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
  - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
  - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

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

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website ([https://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.28LIWAO R.html#TOPTITLE](https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO R.html#TOPTITLE)).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

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

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

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

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign

Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

- ii. The form is also available on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

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

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

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

- i. This Agreement is subject to the attached hereto and incorporated herein as

Schedule R form. The form can also be found on our website at

<http://www2.oaklandnet.com/>

[Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm).

- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

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

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at

<http://www2.oaklandnet.com/Government/o/>

[CityAdministration/d/CP/s/FormsSchedules/index.htm](http://www2.oaklandnet.com/CityAdministration/d/CP/s/FormsSchedules/index.htm) (see Combined Schedules)

**PLEASE NOTE:** *By submitting an RFP/Q, NIB or Grants to the City Of Oakland the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*



SEARCH:

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Renée Mayne  
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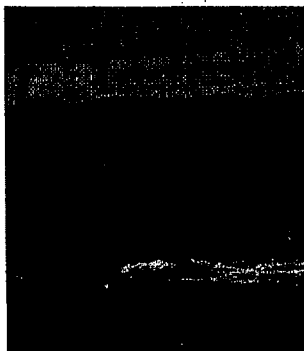
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<u>Title</u>	<u>Employer / Location</u>	<u>Salary</u>	<u>Date Closes</u>
Labor Relations Consultant for 2015 Successor Labor Negotiations (RFP)	City of Oakland / Oakland, TBD CA		February 17, 2015 at 2:00pm

The City of Oakland is seeking labor relations consultant/s to support the Employee Relations Department's plan to achieve mutual agreements with 5 labor unions and 9 bargaining units. The consultant(s) will serve as part of the management bargaining team.



Tweets

CALPELRA 6h  
@CALPELRA  
Wednesday, March 4 Deadline: Speaking Proposals/2015 Annual Conference - eepurl.com/bfysFT  
Expand

CALPELRA 27 Feb  
@CALPELRA  
CALPELRA Alert: PERB Asks For Input Via Survey eepurl.com/bfyocz #LaborRelations #PublicEmployment #TellPERBWhatYouThink  
Expand

CALPELRA 25 Feb  
@CALPELRA  
Health Care Agency, County of Ventura, posted Chief Financial Officer on CALPELRA's Job Board. goo.gl/Au9NRC pic.twitter.com/uOcqFr0S1D



California Public Employers Labor Relations Association  
calpelra@calpelra.org 925-400-6320





# INTER OFFICE MEMORANDUM

**TO:** Renee Mayne, Employee Relations  
Director

**FROM:** Deborah Barnes, *Deborah Barnes*  
Director, Contracts and Compliance

**SUBJECT:** Compliance Analysis  
RFP for 2015 Successor Labor Negotiations

**DATE:** February 24, 2015

The City Administrator's Office, Contracts and Compliance Unit conducted a compliance review of four (4) proposals in response to the above referenced project. An availability analysis was performed for this project. Based on the results of the availability analysis the City's Local participation requirement was waived. Below is the outcome of the compliance evaluation for compliance with the Equal Benefits Ordinance (EBO).

Below are the results of our findings.

Responsive to EBO Policies		Proposed Participation					Earned Credits and Discounts		Oakland Workforce Preference points	EBO Compliant? Y/N
Company Name	Original Bid Amount	Total LBE/SLBE	LBE	SLBE	*VSLBE	Total Credited participation	L/SLBE Participation Preference Points	Years in Oakland Preference Points		
Liebert Cassidy Whitmore	NA	0%	0%	0%	0%	0%	0%	0 points	0 pts	N
Renee Sloan Holtzman Sakai	NA	0%	0%	0%	0%	0%	0%	0 points	0 pts	N
Rumi Ueno	NA	0%	0%	0%	0%	0%	0%	0 points	0 pts	N
Sheppard, Mullin, Richter & Hampton LLP	NA	0%	0%	0%	0%	0%	0%	0 points	0 pts	Y

**Comments:** Sheppard, Mullin, Richter & Hampton LLP is EBO compliant. All other firms will have to come into compliance prior to contract execution.

Should you have questions or need additional information, please contact Vivian Inman, Contract Compliance Officer at (510) 238-6261.





## Contracts and Compliance Project Evaluation Report

Project No:

Project Name: RFP for 2015 Successor Labor Negotiations

Contractor: Liebert Cassidy Whitmore

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1. Did the 50% Local/Small Local requirement apply? No
2. Did the contractor meet the 50% requirement? Na
- a) % of LBE participation 0.00%
- b) % of SLBE participation
- c) % of VSLBE/LPG participation 0.00% 0.00% (double counted value)
3. Did the Contractor receive any preference points? No
- (if yes, list the points received) 0
4. Additional Comments An availability analysis was performed for this project. Based on the results the Local and Small Local Business Enterprise Program requirements were waived.
5. Date evaluation completed and returned to initiating department. 2/23/2015

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Reviewing Officer: Vivian Inman

Reviewing Officer Date: 2/23/2015

Approved By: Shelley Darenburg

Approved By Date: 2/24/15

---

**Project Name:** RFP for 2015 Successor Labor Negotiations

**Project No:**

**Engineers Estimate:**

**Under/Over Engineers Estimate:**

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	UB %	For Tracking Only		
									Ethn	MBE	WBE
1	Prime Consultant	Liebert Cassidy Whitmore	San Francisco	UB	0.00%	0.00%	0.00%	0.00%	NL	0.00%	0.00%
<b>Project Totals:</b>					0.00%	0.00%	0.00%	0.00%		0.00%	0.00%

**REQUIREMENTS:** The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: 0.00%  
 Total VSLBE \ LPG Dollars and Percents: 0.00%  
 (This value is counted double)

Total Percentages: 0.00%  
 Total Participation of VSLBE / SLBE / LBE / LPG: **0 . 0 0 %**

LBE = Local Business Enterprise	UB = Uncertified Business
SLBE = Small Local Business Enterprise	CB = Certified Business
VSLBE = Very Small Local Business Enterprise	MBE = Minority Business Enterprise
LPG = Locally Produced Goods	WBE = Women Business Enterprise
NPSLBE = NonProfit Small Local Business Enterprise	
NPLBE = NonProfit Local Business Enterprise	

**ETHNICITY:**  
 AA = African American    NA = Native American  
 AI = Asian Indian        O = Other  
 AP = Asian Pacific        NL = Not Listed  
 C = Caucasian            MO = Multiple Ownership  
 H = Hispanic

\* Notes: 0



## Contracts and Compliance Project Evaluation Report

Project No:

Project Name: RFP for 2015 Successor Labor Negotiations

Contractor: Renee Sloan Holtzman Sakai

---

1. Did the 50% Local/Small Local requirement apply? No

2. Did the contractor meet the 50% requirement? Na

a) % of LBE participation 0.00%

b) % of SLBE participation 0.00%

c) % of VSLBE/LPG participation 0.00% 0.00% (double counted value)

3. Did the Contractor receive any preference points? No

(if yes, list the points received) 0

4. Additional Comments An availability analysis was performed for this project. Based on the results the Local and Small Local Business Enterprise Program requirements were waived.

5. Date evaluation completed and returned to initiating department. 2/23/2015

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Reviewing Officer: Vivian Inman

Reviewing Officer Date: 2/23/2015

Approved By: Shelley Dorensburg

Approved By Date: 2/24/15

Monday, February 23, 2015

**Renee Sloan Holtzman Sakai**

**LBE/SLBE/VSLBE/LPG PARTICIPATION**

**Project Name: RFP for 2015 Successor Labor Negotiations**

**Project No:**

**Engineers Estimate:**

**Under/Over Engineers Estimate:**

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	UB %	For Tracking Only		
									Ethn	MBE	WBE
1	Prime Consultant	Renee Sloan Holtzman Sakai	San Francisco	UB	0.00%	0.00%	0.00%	0.00%	NL	0.00%	0.00%
<b>Project Totals:</b>					0.00%	0.00%	0.00%	0.00%		0.00%	0.00%

**REQUIREMENTS:** The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: 0.00%  
 Total VSLBE \ LPG Dollars and Percents: 0.00%  
 (This value is counted double)

Total Percentages: 0.00%  
 Total Participation of VSLBE / SLBE / LBE / LPG: **0 . 0 0 %**

LBE = Local Business Enterprise  
 SLBE = Small Local Business Enterprise  
 VSLBE = Very Small Local Business Enterprise  
 LPG = Locally Produced Goods  
 NPSLBE = NonProfit Small Local Business Enterprise  
 NPLBE = NonProfit Local Business Enterprise

UB = Uncertified Business  
 CB = Certified Business  
 MBE = Minority Business Enterprise  
 WBE = Women Business Enterprise

**ETHNICITY:**  
 AA = African American  
 AI = Asian Indian  
 AP = Asian Pacific  
 C = Caucasian  
 H = Hispanic

NA = Native American  
 O = Other  
 NL = Not Listed  
 MO = Multiple Ownership

\* Notes: 0



## Contracts and Compliance Project Evaluation Report

Project No:

Project Name: RFP for 2015 Successor Labor Negotiations

Contractor: Rumi Ueno

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1. Did the 50% Local/Small Local requirement apply? No
  
2. Did the contractor meet the 50% requirement? Na
  - a) % of LBE participation 0.00%
  - b) % of SLBE participation 0.00%
  - c) % of VSLBE/LPG participation 0.00% 0.00% (double counted value)
  
3. Did the Contractor receive any preference points? No

(if yes, list the points received) 0
  
4. **Additional Comments** An availability analysis was performed for this project. Based on the results the Local and Small Local Business Enterprise Program requirements were waived.
  
5. Date evaluation completed and returned to initiating department. 2/23/2015

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Reviewing Officer: Vivian Inman

Reviewing Officer Date: 2/23/2015

Approved By: Shelley Darenburg

Approved By Date: 2/24/15

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Monday, February 23, 2015

**Rumi Ueno**

**LBE/SLBE/VSLBE/LPG PARTICIPATION**

**Project Name: RFP for 2015 Successor Labor Negotiations**

**Project No:**

**Engineers Estimate:**

**Under/Over Engineers Estimate:**

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	UB %	For Tracking Only		
									Ethn	MBE	WBE
1	Prime Consultant	Rumi Ueno	Oakland	UB	0.00%	0.00%	0.00%	0.00%	NL	0.00%	0.00%
<b>Project Totals:</b>					0.00%	0.00%	0.00%	0.00%		0.00%	0.00%

**REQUIREMENTS:** The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: 0.00%  
 Total VSLBE \ LPG Dollars and Percents: 0.00%  
 (This value is counted double)

Total Percentages: 0.00%  
 Total Participation of VSLBE / SLBE / LBE / LPG: **0 . 0 0 %**

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 VSLBE = Very Small Local Business Enterprise  
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 NL = Not Listed  
 MO = Multiple Ownership

\* Notes:



## Contracts and Compliance Project Evaluation Report

Project No:

Project Name: RFP for 2015 Successor Labor Negotiations

Contractor: Sheppard, Mullin, Richter & Hampton LLP

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1. Did the 50% Local/Small Local requirement apply? No

2. Did the contractor meet the 50% requirement? Na

a) % of LBE participation 0.00%

b) % of SLBE participation 0.00%

c) % of VSLBE/LPG participation 0.00% 0.00% (double counted value)

3. Did the Contractor receive any preference points? No

(if yes, list the points received)

4. Additional Comments An availability analysis was performed for this project. Based on the results the Local and Small Local Business Enterprise Program requirements were waived.

5. Date evaluation completed and returned to initiating department. 2/23/2015

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Reviewing Officer: Vivian Inman

Reviewing Officer Date: 2/23/2015

Approved By: Shelley Qaremburg

Approved By Date: 2/24/15

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Tuesday, February 24, 2015

**Sheppard, Mullin, Richter & Hampton  
LLP**

**LBE/SLBE/VSLBE/LPG PARTICIPATION**

**Project Name:** RFP for 2015 Successor Labor Negotiations

**Project No:**

**Engineers Estimate:**

**Under/Over Engineers Estimate:**

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	UB %	For Tracking Only		
									Ethn	MBE	WBE
1	Prime Consultant	Sheppard, Mullin, Richter & Hampton LLP	San Francisco	UB	0.00%	0.00%	0.00%	0.00%	NL	0.00%	0.00%
<b>Project Totals:</b>					0.00%	0.00%	0.00%	0.00%		0.00%	0.00%

**REQUIREMENTS:** The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: 0.00%  
 Total VSLBE \ LPG Dollars and Percents: 0.00%  
 (This value is counted double)

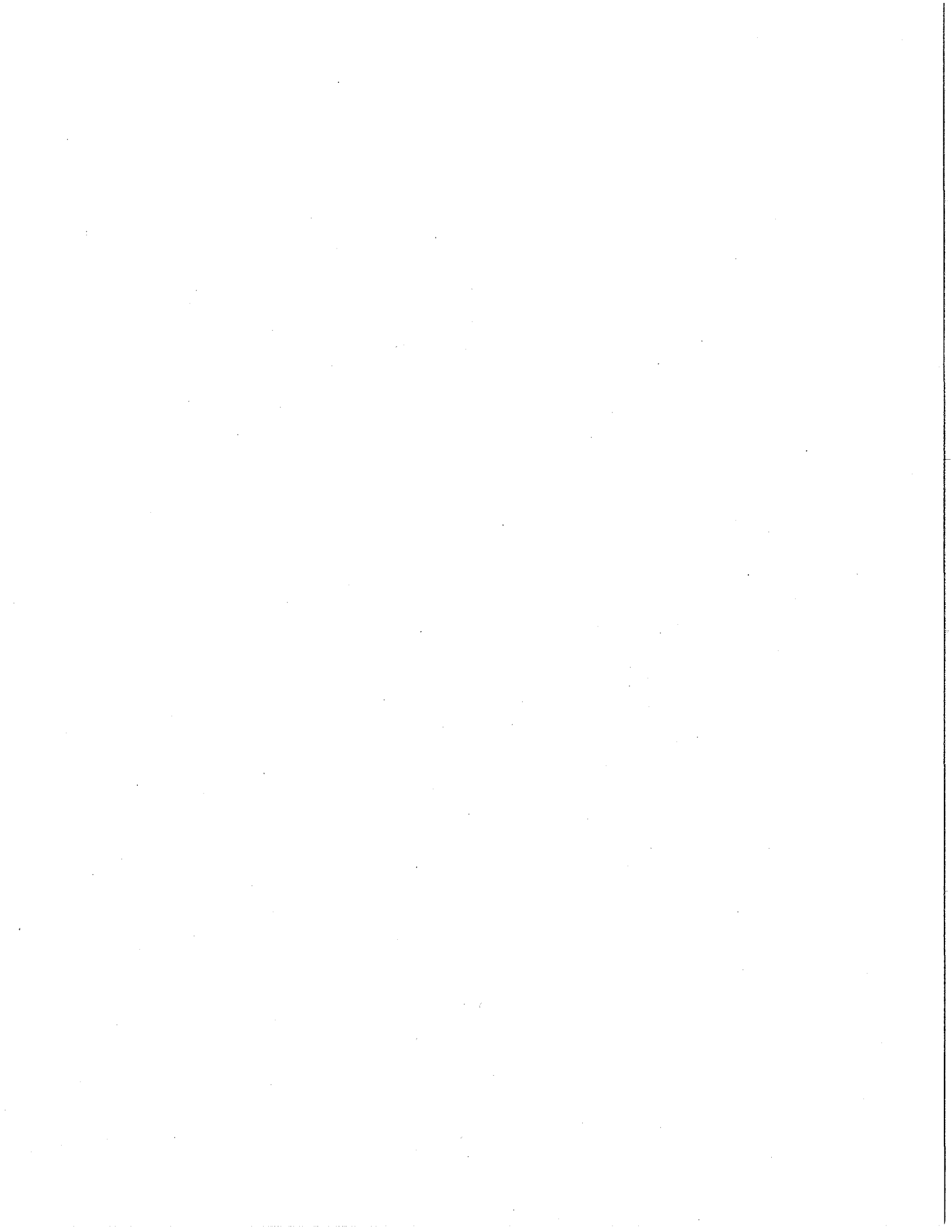
Total Percentages: 0.00%  
 Total Participation of VSLBE / SLBE / LBE / LPG: **0 . 0 0 %**

LBE = Local Business Enterprise	UB = Uncertified Business
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NPLBE = NonProfit Local Business Enterprise	

**ETHNICITY:**  
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 C = Caucasian                MO = Multiple Ownership  
 H = Hispanic

\* Notes:





## **FIRM'S EXPERIENCE & PAST PERFORMANCE**

Renne Sloan Holtzman Sakai LLP, Public Law Group® (“RSHS” or the “Public Law Group”) was founded in 2004 to provide a broad array of legal and consulting services to public agencies and non-profits. Founding Partner and Chairwoman Louise Renne established RSHS to provide local public agencies an end-to-end solution for needs as diverse as labor, employment, personnel, ADA facilities compliance, land use, redevelopment, operational consulting, ethics, government, Brown Act, and elections law. In the ten years since RSHS’s inception, much of our work has focused on achieving more transparent and sustainable systems for our clients through collective bargaining, including operational efficiencies, pension and retiree medical reforms, as well as changes to employee compensation and benefit structures. We also advise our clients on general labor and employment issues and state and federal law.

RSHS and its human resources and labor relations professionals who comprise the Public Management Group™ (“PMG”) provide labor relations and human resources services through a unique combination of attorneys and non-attorney consultants, pairing the highest quality of legal and consulting services in a cost-effective approach. Many RSHS attorneys have extensive experience in labor negotiations. PMG is made up of a group of highly-experienced consultants, all of whom have experience working in the public sector. PMG offers a myriad of management consulting services that are fully integrated with the RSHS negotiations team. These services include classification and compensation studies, training and staff development, fiscal advice, advice regarding public safety operations, and advice regarding operational efficiencies and best practices. PMG’s Senior Consultants have an extensive background in public sector management and a proven record of success in their related fields. The combination of the Public Law Group’s attorneys and the Public Management Group’s labor experts offers our clients a cost-effective solution to meet their labor relations needs.

RSHS was founded by city attorneys, other public sector attorneys, and human resource professionals. RSHS provides focused representation to meet the distinctive needs of public agencies, including but not limited to cities, counties, school districts, special districts. We represent agencies of all sizes, from agencies that have fewer than five employees, to agencies with over 20,000 employees. While cities comprise the majority of our client-base, we also represent a number of state agencies including the University of California and the California court system.

RSHS’s core philosophy embraces the critical role of government, while recognizing that public support for government depends upon its ability to deliver critical public services effectively and to maintain an adequate level of services within its budget constraints. This commitment goes beyond the representation of our clients on individual matters. Our efforts extend to developing

thoughtful and creative solutions to complex problems and providing the strategy and resources needed to achieve these solutions. Our approach to problem-solving is collaborative and multi-disciplinary; we work closely with the an agency's own personnel to craft solutions that are legally appropriate, practical, attainable, and informed by a deep understanding the client's goals and mission.

## **EXPERIENCE AND QUALIFICATIONS OF KEY PROJECT TEAM PERSONNEL**

Our proposed team includes partners Jon Holtzman and Tim Yeung, senior counsel Sabrina Thomas, and associates Burke Dunphy and Jessica Kenny. PMG consultants Adam Benson and Geoff Rothman are also included as proposed team members. Each team member brings unique skills and experiences to address the broad scope of services specified in the request for proposal. Key team members have extensive local government human resource management and labor relations experience, as well as a wealth of technical skills related to your proposal. Jon Holtzman will manage the team. However, we have also found it helpful for the City to have an additional point of contact to coordinate all of the work under this project. We propose that Burke Dunphy serve as the project coordinator. As Oakland is familiar with many of our attorneys and staff, we are, of course, open to discussing modifications to the team proposed.

### **A. Labor Negotiations Team**

**Jon Holtzman** is a founding partner of RSHS. Mr. Holtzman's current practice includes assisting government agencies maintain public services through strategic consulting, negotiations, fact-finding, arbitration and litigation. Mr. Holtzman specializes in addressing long-term structural issues relating to pensions, health benefits, retirement health benefits, civil service processes, charter revision, and means of attaining greater managerial discretion and effectiveness through collective bargaining and reorganization. His labor expertise encompasses negotiations, fact-finding, mediation, grievance and interest arbitration, and litigation related to bargaining obligations.

Prior to entering private practice, Mr. Holtzman served as Director of Labor and Policy in the office of San Francisco Mayor Willie L. Brown, Jr. His duties included directing negotiations with the City's 47 unions on behalf of the Mayor. As a senior advisor to the Mayor, Mr. Holtzman oversaw the management of city employment and benefits issues. He also helped craft major policy initiatives including the city's living wage law, civil service reforms, and criminal justice initiatives. Before working directly for Mayor Brown, Mr. Holtzman was San Francisco's Chief Deputy City Attorney. He was a principal architect of the City Attorney's nationally recognized affirmative litigation program, which brought together groups of local government and non-profit plaintiffs to seek court-ordered reform of unfair business practices by energy producers, tobacco companies, national banks, gun manufacturers, auto insurers, and escrow companies. He also served as counsel defending San Francisco's affirmative action programs in a series of lawsuits

arising under Proposition 209, including San Francisco's challenges to the proposition in both state and federal courts. Before his appointment as Chief Deputy City Attorney, Mr. Holtzman was the City's chief labor and employment attorney. In that role he served as a chief negotiator in labor negotiations and interest arbitration with the City's unions, acted as lead counsel in lawsuits, writs, class actions, and appeals involving all facets of labor and employment law. He designed the City's current charter provisions relating to collective bargaining for miscellaneous and transit employees, including its interest arbitration system.

Mr. Holtzman received his JD from Stanford Law School in 1981 and clerked for Otto M. Kaus, Associate Justice of the California Supreme Court for two years.

**Burke Dunphy** is an Associate with RSHS practicing labor relations and labor law, focusing on contract negotiations, unfair practice charges and providing labor advice to public sector and non-profit clients. Prior to joining RSHS, Ms. Dunphy was an associate in the business reorganization and financial restructuring practices of two New York law firms, where she represented both private and public sector clients in in-court and out-of-court restructurings. Since joining RSHS, she has conducted negotiations for the City of Stockton, the City of Modesto and the City of Oxnard, as well as assisting the City of Vallejo, the County of San Benito, and the City of Fresno in fact-finding proceedings under AB 646. Ms. Dunphy received her JD from the University of Pittsburgh School of Law and a Bachelor of Commerce degree from McGill University. She resides in the City of Oakland.

**Jessica Kenny** recently joined RSHS after graduating in May 2014 from the University of California, Berkeley, School of Law. Ms. Kenny served as a judicial extern to the Honorable Goodwin Liu at the California Supreme Court where she researched and drafted bench memoranda and judicial opinions. She has experience working on tenants' rights issues in the Housing Clinic at the East Bay Community Law Center. Ms. Kenny also has a Master of Arts in English from the University of California, Santa Barbara.

#### **B. PMG Consultants**

**Adam Benson**, who has recently joined PMG, has focused his practice on assisting municipalities in the development of short and long-range financial plans with a focus in public sector employee relations and benefits, including retirement and health care plan design and funding. Prior to joining PMG, Mr. Benson was a senior managing consultant with Public Financial Management ("PFM"), a consulting firm specializing in public sector clients. While with PFM, Mr. Benson worked closely with RSHS attorneys and consultants developing evidence for fact-finding and interest arbitration proceedings. Mr. Benson also worked as an Underwriting Specialist at CIGNA, a health service company offering an array of medical and group insurance products. Before that, Mr. Benson served as a Legislative Assistant to a member of the Philadelphia City Council and

also as a Legislative Assistant to a member of the New York State Senate and Chairman of the Senate Insurance Committee. Mr. Benson holds a Bachelor's degree from The George Washington University and a Masters in Governmental Administration and Professional Certificate in Public Finance from the University of Pennsylvania.

**Geoff Rothman**, an Oakland native, provides expert consulting services in the areas of human resources and labor relations. His experience includes labor relations and contract negotiations, classification, compensation, personnel assessment, employee benefits, employment discrimination, training, and strategic and organizational planning. He has testified as a human resources expert and in innumerable fact-finding and arbitration proceedings, including cases put on by law firms other than RSHS. Prior to joining PMG, Mr. Rothman served for ten years as the Employee Relations Director for the City and County of San Francisco. He was the City's chief negotiator for collective bargaining and meet-and-confer proceedings encompassing 28,000 employees under 47 separate contracts covering over 100 bargaining units, including police, fire, nurses, transit workers, building trades, management, professional, technical and service occupations. He also served as the Manager for Classification, Compensation and Labor Relations and Recruitment and Examination Director for the San Francisco Civil Service Commission; Federal Court-appointed consent decree coordinator in the San Francisco Police Department; and led the City's first Affirmative Action initiatives.

Since leaving the City and County of San Francisco, Mr. Rothman has provided extensive negotiations services to public agencies throughout California. Some recent matters include (i) successfully negotiating collective bargaining agreements on behalf of cities, counties, and special districts, (ii) developing collective bargaining strategies and objectives in collaboration with senior policy makers and elected officials, (iii) participation in mediation efforts resulting in the successful settlement of outstanding contract disputes, (iv) conducting numerous classification audits both in response to contract requirements, preparation for negotiation, and ongoing organizational change, (v) testifying in interest arbitration and AB 646 fact-finding proceedings concerning comparability and classification studies, (vi) conducting a comprehensive classification and compensation procedures instructional program, for city, county and special district human resource staff, and (vii) conducting a great many comparability studies for such diverse groups as public safety, information technology, management and service and support categories, and which are often utilized to reach wage agreements and support negotiations objectives.

### **C. Strategic Advisory Team**

**Tim Yeung** is a Partner in RSHS's Sacramento office where he represents public sector employers in all aspects of labor and employment law. He has over fifteen years of experience representing public agencies in labor and employment law matters. He has extensive experience in collective

bargaining matters, both as a negotiator and providing strategic legal advice. Prior to joining RSHS, Mr. Yeung was appointed by the Governor as a Legal Adviser to the Public Employment Relations Board ("PERB"), where he advised the Board in over 100 precedential decisions. Mr. Yeung is one of only a handful of California attorneys to have litigated cases before PERB under the Dills Act (state employees), MMBA (city, county, and other local employees), and HEERA (higher education employees). Mr. Yeung shares his experience and knowledge of PERB matters on the "California PERB Blog" (<http://www.caperb.com>), the foremost California legal blog focused on public sector labor relations. Mr. Yeung received his JD from the University of California at Davis.

**Sabrina Thomas**, Senior Counsel with RSHS, practices in the areas of labor and employment law with an emphasis on retirement-related benefits. Prior to joining RSHS, Ms. Thomas worked at the California Public Employees Retirement System ("CalPERS"). While at CalPERS, she represented the agency in the areas of disability retirement, retirement benefits and compensation. Prior to joining CalPERS, she worked for the Employment Development Department ("EDD") where she represented EDD in all employment related matters including employee disciplinary actions, claims of sex, disability, race, reasonable accommodation claims, workplace violence, and wage and hour violations. She also conducted workplace investigations into allegations of sexual harassment and ADA violations. Ms. Tomas earned her law degree from Vanderbilt University Law School.

#### **D. MBE/WBE Programs**

We appreciate the opportunity to share with you our Firm's commitment to diversity. At RSHS, we are strongly committed to fostering and promoting a diverse workplace. Diversity is strength. By bringing together people with different viewpoints, backgrounds, genders, ethnicities, and experiences, we are able to provide solutions and recommendations that are both successful and sensitive to the environments in which we work. These differing viewpoints and experiences are at the core of our innovative, cutting-edge legal services to our clients.

Firm Chairwoman, Louise Renne, helped found the California Women Lawyers association in the 1970s and served as its President from 1977-1978. In 1986, she was appointed by then-Mayor Dianne Feinstein as the City Attorney of San Francisco, the first woman in history to hold that position. She was subsequently elected to the post three times. During her 16 years as the City Attorney of San Francisco, she assembled a highly diverse and talented staff of nearly 200 attorneys. Her office was widely regarded as one of the most successful municipal law offices in the country and her affirmative litigation program remains a model to this day.

Ms. Renne's commitment to diversity continues at RSHS. Of RSHS's 25 attorneys, 13 are women and 5 are minorities, making up a majority of RSHS's attorneys. The majority of RSHS's eight

partners are women or minorities (5 of 8). With the addition of Nancy Miller as a partner effective March 1, 2015, two-thirds of RSHS's partnership will be either women, minorities or both. As a result of its merger with Miller & Owen (an all-female firm) RSHS will also be adding an additional four women attorneys effective March 1, 2015.

We have been effective in the recruitment, promotion and retention of women and minority associates and partners. We have such a strong environment of collegiality that very few attorneys have left RSHS during its ten years of service.

RSHS currently has 42 employees, not including PMG consultants. Of these employees, the racial and gender breakdown is as follows:

24	Female
18	Male
10	Asian Pacific Islander
4	Latino
2	African American
26	Caucasian

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2015 MAR 12 PM 10:03

  
City Attorney

# OAKLAND CITY COUNCIL

RESOLUTION No. \_\_\_\_\_ C.M.S.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF OAKLAND AND RENNE SLOAN HOLTZMAN SAKAI LLP, PUBLIC LAW GROUP TO PROVIDE LABOR RELATIONS CONSULTING AND NEGOTIATIONS SERVICES FOR THE CITY'S 2015 SUCCESSOR LABOR NEGOTIATIONS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) FOR A TERM OF ONE YEAR BEGINNING MARCH 1, 2015 AND ENDING FEBRUARY 28, 2016.**

**WHEREAS**, the City of Oakland wishes to enter into a contract agreement with Renne Sloan Holtzman Sakai LLP, Public Law Group ("Public Law Group") to provide labor relations consulting and negotiations services for the City's 2015 successor labor negotiations; and

**WHEREAS**, the City of Oakland has nine (9) bargaining units represented by five (5) labor unions that will be negotiating successor labor agreements in 2015; and

**WHEREAS**, all nine (9) labor agreements contracts expire on June 30, 2015; and

**WHEREAS**, the City's Employee Relations Department requires a labor relations consultant to support the Department's strategic plan to achieve successor agreements; and

**WHEREAS**, the City Council finds that the services are professional in nature; and

**WHEREAS**, the City Council finds that the services are temporary, for the period of March 1, 2015 through February 28, 2016; and

**WHEREAS**, the City Council finds that the contract shall not result in the loss of salary or employment by any person having permanent status in the competitive service; and

**WHEREAS**, funds for the contract have been identified in the Employee Relations Labor Negotiations Project fund 1.1010.02331.54919.A467110.IP61;

**WHEREAS**, the terms and conditions contained in this resolution are in the best interests of the City; now, therefore, be it



**RESOLVED:** that the City Administrator is hereby authorized to execute a professional services contract between the City of Oakland and Public Law Group to provide labor relations consulting and negotiations services for the City's 2015 successor labor negotiations in an amount not to exceed one hundred fifty thousand dollars (\$150,000) for a term of one year beginning March 1, 2015 and ending February 28, 2016; and be it

**FURTHER RESOLVED:** that the agreement authorized hereunder is subject to City Attorney approval for form and legality and shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, CAMPBELL-WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, and PRESIDENT GIBSON MCELHANEY

NOES-

ABSENT-

ABSTENTION-

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

DATE OF ATTESTATION: \_\_\_\_\_