



AGENDA REPORT


TO: Jestin D. Johnson
City Administrator

FROM: William A. Gilchrist
Director, Planning &
Building Department

SUBJECT: Contract for Short-Term Residential
Rental Program Services

DATE: November 13, 2023

City Administrator Approval


Jestin Johnson (Nov 29, 2023 21:48 PST)

Date: Nov 29, 2023

RECOMMENDATION

Staff Recommends That The City Council Adopt A Resolution:

- 1. Authorizing The City Administrator To Negotiate, Award and Execute A Professional Services Agreement To Granicus, LLC In An Amount Not To Exceed Seven Hundred Ninety-Nine Thousand Seven Hundred And Eleven Dollars (\$799,711) That Includes One Hundred Thirty-Three Thousand Two Hundred And Eighty-Five Dollars (\$133,285) Contingency Amount For A Period Of Approximately Five (5) Years For Providing Short-Term Residential Rental Program Services And A Software Solution Supporting The City's Planned Adoption Of New Regulations For The Rental Of Residential Dwelling Units For Periods Of Less Than Thirty (30) Days; And**
- 2. Appropriating Seven Hundred Ninety-Nine Thousand Seven Hundred And Eleven Dollars (\$799,711) From The Development Services Fund (Fund 2415) Balance To Finance The Contract Awarded To Granicus, LLC To Provide Short-Term Residential Rental Program Services And A Software Solution; And**
- 3. Making Appropriate California Environmental Quality Act (CEQA) Findings.**

EXECUTIVE SUMMARY

The Planning and Building Department (PBD) recommends that the City of Oakland (City) enter into a contract with Granicus, LLC (Vendor) to provide Short-Term Residential Rental (STRR) program services and a software solution supporting the City's planned adoption of new regulations for the rental of residential dwelling units for periods of less than thirty (30) days. Execution of this contract will assist the City in gathering much-needed data pertaining to the impact of STRRs on the supply, availability and affordability of Oakland's long-term housing; adopt new STRR regulations and create a pathway to legalization for existing STRR units, which are currently not permitted activities, and enable enforcement of non-compliant STRRs.

CED Committee
December 12, 2023

The STRR vendor will be expected to execute the scope of services in two (2) phases. The first phase will include providing assistance revising the draft STRR regulations, STRR software solution integration, and providing additional data collection and enforcement tools to comply with the 2023-2031 Housing Element Action requirements. The first phase will begin once the STRR Program Services contract is approved by City Council (planned for December 2023). The second phase, which will include providing a system to receive and review STRR applications, launching a 24/7 public hotline, creating a digital dashboard, providing Transient Occupancy Tax (TOT) collection advice, and issuing enforcement and penalty notifications, will begin once the draft STRR regulations are adopted by City Council (planned for Spring-Summer 2024).

The reason for this approach is that the STRR vendor will assist with providing expert input and information pertaining to the draft STRR regulations as one of their first tasks once the contract is executed. As a result, the STRR regulations will be taken through the public hearing process and brought to City Council after the vendor is onboard. In addition, the STRR vendor has reported that once their contract is executed, it will take approximately six (6) months to integrate the STRR software with the City's permit system (Accela). The vendor can only implement Phase 2 of the STRR program, including issuing notices of violation, once software integration is complete.

The professional services agreement with Granicus for STRR program services and a software solution is for a maximum not to exceed contract amount of \$799,711 that includes \$133,285 contingency amount, for a period of approximately five (5) years. Ultimately, it is intended that funding for the work will be fully paid for by applicants' STRR license fees, once established through this process.

BACKGROUND / LEGISLATIVE HISTORY

Oakland is going through a housing crisis that includes rising costs, increased rent burden, displacement, and widespread demographic change. At the root of this crisis is the limited availability of housing in Oakland, especially housing available to moderate- and low- income residents. In addition, there is concern about investor speculation and competition in the rental and homeownership markets in Oakland. In cities with high housing demand, such as Oakland, there is concern about the potential adverse impacts of STRRs on long-term housing supply and availability, affordability, and other impacts on our neighborhoods such as safety.

In July 2016, Oakland City Council adopted [Resolution No. 86298 C.M.S.](#) that directed PBD to obtain stakeholder input and bring forward policy options to the City Council to regulate Short Term Residential Rental Housing and Transient Residential Hosting Platforms. City Council directed that any future STRR regulation must:

- Distinguish STRRs as separate from commercial hotels, hostels, and other forms of transient habitation activities;
- Ensure the collection of the Transient Occupancy Tax (TOT) of STRRs;
- Contain a monitoring and enforcement system;
- Prevent loss of long-term residential housing by limiting STRRs to primary residences; and

- Address issues that may be caused by STRRs, such as noise, parking, traffic, and security concerns, which deteriorate resident quality of life.

Currently, Short-Term Residential Rentals (STRRs) are not specifically permitted under the City's Municipal Code. As of November 2023, there are 2,649 active Airbnb listings operating illegally in Oakland, and approximately 72.1 percent of these listings are entire home rentals and 48.8 percent of Airbnb hosts operate multiple listings in Oakland ([Inside Airbnb](#), 2023). While the City currently collects Transient Occupancy Tax (TOT) from these unpermitted STRR listings, the City does not have the means to verify that the appropriate amount of taxes that are collected nor provide the enforcement services necessary for STRR activity that occurs within the City.

The City's 2023-2031 Housing Element includes Action 3.2.7: Proactive Short-Term Rental Enforcement. Under this policy, the City has made a commitment to pursue additional data collection tools to initiate proactive STRR enforcement by the end of calendar year 2023. State laws that govern ADUs do not allow for any ADU to be rented as a short-term rental of less than thirty (30) consecutive days. Through Action 3.2.7, the State Housing & Community Development Department has affirmed efforts that ensure new housing units created in the City (especially accessory dwelling units) are dedicated to permanent, long-term residents, and not utilized for STRRs.

ANALYSIS AND POLICY ALTERNATIVES

Citywide Priorities

The following citywide priorities will be advanced by the recommended policy action:

A. Housing, Economic and Cultural Security

The City is experiencing a shortage of housing and specifically affordable housing. There is concern about the potential adverse impact of STRRs on availability and affordability of long-term housing for the Oakland community, particularly for Black, Indigenous and People of Color (BIPOC) and lower income households. The requested STRR Program Services Vendor will gather much-needed data to evaluate the impact of STRRs on the Oakland housing market, provide technical review and assistance needed for finalizing the draft STRR regulations, and provide STRR monitoring and enforcement capacity to ensure preservation of housing affordable to long-term Oakland residents.

B. Responsive, Trustworthy Government

Currently STRRs are not permitted activities within the City. The City currently receives frequent complaints about STRRs but does not have access to timely and accurate STRR activity monitoring data for effective enforcement. The City anticipates that the need for STRR monitoring, and enforcement tools and services will increase once the planned STRR regulations are adopted.

With this proposed STRR Program Services contract in place, the City will be able to finalize and adopt the STRR regulations, which will clarify STRR compliance requirements and create a pathway for STRR legalization. The Vendor will also utilize the STRR software solution to systematically identify non-compliant STRR units and share this data with the City on a regular basis. In addition, the Vendor will establish a 24/7 hotline for Oakland residents to submit non-

health and safety-related STRR complaints. Together, these activities will improve the City's capacity to verify and respond to STRR enforcement issues and improve the Oakland community's experience working with the City around STRR issues.

The following section provides a discussion of the Request for Proposals (RFP), Department of Workplace and Employment Standards (DWES) Availability Analysis, Vendor Selection, and Vendor Scope of Work.

Request for Proposals

In January 2017, the City convened an in-person workshop open to the public in the City Council Chambers and distributed an online survey to gather initial feedback on key issue areas regarding STRRs. In April 2023, the City held two key stakeholder workshops to gather feedback on the draft STRR regulations. The first workshop included community stakeholders, including Oakland Tenants' Union, East Bay Housing Organizations, East Bay for Everyone, UNITE HERE Local 2, and Homeless Advocacy Working Group. The second workshop engaged STRR host platforms including Airbnb, Booking.com, and Expedia (owns and operates VRBO). These stakeholder meetings informed the STRR Program Services scope of work, helping to identify key issues that need to be addressed through regulation and enforcement.

The scope of work, technical expertise, software solution, and staff resource constraints required to facilitate implementation of a STRR program exceed the capacity of existing City staff. Therefore, it was determined that consultant services would be required.

To that end, the City prepared an RFP (see Attachment A) for a vendor to facilitate STRR program implementation in a timely manner that would allow the City to meet the deadline for Action 3.2.7 in the 2023-2031 Housing Element to secure in 2023 additional data collection tools and begin proactive enforcement against property owners who are operating short term rentals in Accessory Dwelling Units and in other dwelling units throughout the City, while also advancing key City goals.

On September 1, 2023, the City issued an RFP (see Attachment A) inviting qualified firms to submit proposals to assist with finalizing the draft STRR regulations, reviewing STRR license applications, issuing and renewing STRR licenses, providing enforcement services, and maintaining a digital dashboard to monitor STRR listings in Oakland.

Newspaper notices were included in the Oakland Tribune, San Francisco Chronicle, The Oakland El Mundo, and The Oakland Post. In addition, the RFP notice was posted on the American Planning Association "RFP/RFQ Search" webpage for the duration of its release. An email inviting vendors to submit proposals for this RFP was sent to vendors that had previously expressed interest in this RFP opportunity, and a message was also sent to the City's STRR and General Plan Update 2045 e-mail subscriber list servs.

A pre-proposal meeting with interested vendors was held on September 15, 2023. Questions posed during the meeting were gathered alongside of questions sent to City staff via email and posted as Addendum 1 (see Attachment B) on September 22, 2023. The RFP submittal deadline was September 29, 2023.

Department of Workplace and Employment Standards Availability Analysis

To determine the availability of the City's certified firms under the Local/Small Local Business Enterprise (L/SLBE) Program, DWES researched the certification database utilizing the following NAICS Code(s): 518210-Data Processing, Hosting, and Related Services, 541690-Other Scientific and Technical Consulting Services, 541990-Other Scientific and Technical Consulting Services. There were seventeen (17) certified firms with the above NAICS codes. The firms were emailed and telephoned as a notification of this RFP opportunity..

PBD staff indicated that this project requires a very specific type of vendor who must have the following qualifications (taken from section 2B. Vendor Qualifications in the RFP):

- Must provide a STRR software solution;
- Familiarity with State of California laws related to STRRs;
- Expertise writing STRR code amendments in other California jurisdictions and knowledge of STRR best practices;
- Expertise designing and implementing STRR program services for other California jurisdictions;
- Expertise conducting economic analysis of STRR market in a given jurisdiction;
- Expertise determining license fees for STRR programs;
- Expertise conducting systematic extraction of publicly available short-term rental activity data to identify non-compliant STRRs;
- Expertise providing 24/7 hotline services for neighbors to report and resolve short-term renter issues;
- Expertise integrating STRR software with Accela permit system; and
- Expertise creating user-friendly digital dashboard tools to monitor STRR listings.

Per the City's L/SLBE Program: "Based on the "Rule of Three," there must be at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SLBEs are not certified, then the requirement is either waived, or the 50 percent requirement may be set at a percentage from 50 percent to 0 percent, but not less than 20 percent if at least one L/SLBE is certified and available."

Based on the above results, DWES determined that the L/SLBE Program's 50 percent requirement is set at 0 percent for the STRR Program Services project.

Vendor Selection

The City formed a selection committee to review the RFP submittals and interview potential vendors. The committee members included representatives from PBD's Strategic Planning Division and Building Bureau, Department of Finance, Department of Race and Equity, and the Information and Technology Department.

Selection committee members conducted a two-step evaluation process; the first step being an evaluation of the submittals and the second step being interviewing the finalists. The interviews included a presentation by vendors and responses to pre-established questions from the selection committee.

Evaluation Criteria

Evaluation criteria for the STRR vendor submittals included:

- Past, recently completed, or on-going local government projects to substantiate experience.
- Experience on at least three (3) projects providing services like those described in this RFP.
- Prior experience and ability to work with City staff, community groups and other stakeholders.
- Professional background and qualifications of team members and firms comprising the team.
- Current workload, available staff and resources.
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Ability to perform numerous projects at the same time.
- 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.
- Presentation, completeness, clarity, organization, and responsiveness of proposal.

Vendor Selection

The City received proposals from the following vendors:

- Avenu Insights & Analytics, LLC;
- Deckard Technologies Inc; and
- Granicus, LLC

Granicus was selected as the Vendor for the following reasons:

- **Extensive STRR Program Service Experience.** Granicus is partnered with 500+ cities and counties, 98 in California to implement a similar scope of work and address short-term rental desired outcomes, including for the Bay Area cities Piedmont, Berkeley, and San Leandro.
- **Experience Reviewing STRR Regulations in California.** Jeffrey Goodman, Planning Consultant with Granicus, has experience performing STRR regulation review to address local goals and needs in a diverse set of large and smaller jurisdictions across California, including Los Angeles County, Santa Cruz County, Fremont, Santa Rosa, Culver City, and Plumas County.
- **Experience Integrating STRR Software With Accela.** Granicus is an Accela partner and can integrate registration data from Accela into their Host Compliance solution. The integration with Accela ensures data consistency across systems and provides near real-time updated compliance statuses of short-term rentals.
- **First Vendor to Market a STRR Software Solution.** Host Compliance was founded in San Francisco in 2015 and quickly established itself as a market leader in the STRR compliance sector. As a result, Granicus is one of the few firms that maintains access to STRR data since 2015 and remains at the forefront of STRR thought leadership by keeping up with the most recent changes to CA state regulations.

Vendor Scope of Work

Estimated outline of Vendor Scope of Work (subject to change during contract negotiation)

The Vendor is expected to provide expertise, advice, and services pertaining to the following scope of services in two (2) phases. **Performance of select tasks included in Phase 2 are contingent upon City Council's adoption of new STRR regulations, planned for Spring/Summer 2024.**

Phase 1: Finalize STRR Regulations, Integrate Vendor Software & Establish STRR License Fees (Estimated Timeline: January 2024-Spring/Summer 2024)

1. Project start-up and kick-off
 - a. Goal: Coordinate with City staff to confirm scope of work, work plan, timeline, deliverables and due dates for specific high-priority deliverables. Establish an internal working group, consisting of key PBD staff and ITD staff responsible for coordinating implementation of Phase 1 and 2 tasks. The working group may include third-party vendors contracted by the City to maintain and manage the Accela system.
2. Review and assistance with finalizing STRR regulations
 - a. Goal: Support and assist the City with finalizing STRR regulations for adoption by City Council
3. Write STRR Baseline Conditions Report
 - a. Goal: Gather much-needed data on the impact of STRRs on the Oakland housing market and any disproportionate impacts of STRRs by neighborhood or other geography.
4. Perform economic analysis and propose adequate license fees
 - a. Goal: Perform an economic analysis of the STRR market in Oakland to estimate the number of STRR licenses that will be issued annually. This analysis will determine the STRR applicant license fees and result in an update to the Master Fee Schedule.
 - b. The Master Fee Schedule update will be brought to City Council for approval alongside adoption of the new STRR regulations in early 2024.
5. Perform routine STRR activity monitoring
 - a. Goal: For recordkeeping and auditing purposes, the vendor will share a report with the City on a routine basis that identifies non-compliant STRR units and their addresses, as well as estimates occupancy, number of nights rented per year, rental revenue, and other data for active listings.
6. Integrate vendor STRR management software with City systems
 - a. Goal: Create an online portal integrated with Accela for applicants to submit STRR license application materials, and for the City to issue or renew STRR license applications and issue enforcement and penalty notifications
7. Provide ongoing support, training and maintenance to Staff
 - a. Goal: Provide checklists, guiding documents such as standard operating procedures (SOPs), and other materials as necessary to ensure staff effectively implement the new enforcement and licensing procedure.

Phase 2: Initiate STRR License Services & Enforcement Activities (Estimated Start: Summer 2024). Performance of select tasks included in Phase 2 are contingent upon City Council's adoption of new STRR regulations, planned for early 2024.

Phase 2 tasks contingent upon adoption of STRR code amendments:

1. Provide a system for receiving and reviewing STRR applications
 - a. Goal: Vendor will launch integrated Accela online portal and prepare the system for processing of STRR license applications.
2. Launch and implement 24/7 hotline services
 - a. Goal: Vendor will launch a 24/7 hotline that makes it easy for neighbors and other stakeholders to anonymously report (via phone or online portal) and resolve minor, non-health and safety related issues with short-term renters without involving law enforcement officials.
3. Launch digital dashboard tool and train staff
 - a. Goal: Vendor will create a digital dashboard tool to monitor STRR listings.
4. Provide input and advice on City's existing method for collecting TOT
 - a. Goal: Vendor will provide input and advice on the City's existing method for collecting TOT. If requested by Staff, vendor will coordinate implementation and integration of the vendor's tax collection solution with the City's existing TOT collection platform.

Phase 2 tasks (not contingent upon adoption of STRR code amendments):

1. Continue performing routine STRR activity monitoring.
 - a. Goal: For recordkeeping and auditing purposes, Vendor will continue to share a report with the City on a routine basis that identifies non-compliant STRR units and their addresses, as well as estimates occupancy, number of nights rented per year, rental revenue, and other data for active listings.
2. Issue enforcement and penalty notifications
 - a. Goal: Using data from Vendor's records on non-compliant STRRs, Vendor will begin processing notices of violation through the integrated online portal.
3. Continue providing ongoing support, training and maintenance to Staff
 - a. Goal: Continue to work with the City staff internal working group, solicit feedback from staff at key junctures, and provide support, training and maintenance of the software to staff, as needed. Vendor will provide checklists, guiding documents such as standard operating procedures (SOPs), and other materials as necessary to ensure staff effectively implement the new enforcement and licensing procedures.

Compliance Review

Since the Local/Small Local Business (L/SLBE) requirement for this contract has been set to zero (0) percent the compliance analysis is conducted for tracking purposes only. DWES recommends the contract to proceed.

Recommended Actions

Staff recommends that City Council approve the proposed resolution, which allows the City to formally enter into contract to provide STRR program services and a software solution.

The Phase I implementation timeline, particularly associated with the Housing Element, is critical. Over the years, California has steadily increased the penalties for not having a legally compliant Housing Element. Repercussions can include reduced access to State funding, suspension of local control on housing development, court approval of housing projects, lawsuits and associated court fees. Furthermore, a compliant Housing Element is a critical precondition for securing funds from numerous Federal, State, and local programs, such as the Home Investment Partnerships (HOME) Program, Community Development Block Grant (CDBG) Program, and Local Housing Trust Fund (LHTF) Program.

FISCAL IMPACT

Funding for STRR Program Services will be appropriated from Development Services Fund (2415) fund balance for up to \$799,711 over 5 years. This includes \$133,285 contingency amount to cover optional services and features such as enterprise single sign on, tax collection portal, technical assistance with court cases and other potential additional features and services. Ultimately, the program services will be fully paid for by the applicants requesting STRR licenses through the STRR licensing fees. During the first phase of STRR program implementation, the Vendor will conduct an economic analysis to estimate the number of STRR licenses that will be issued annually. The economic analysis will also estimate the number of STRR Host Platform licenses that will be issued and propose a fee structure for a one (1) year and a five (5) year STRR Host Platform license. This analysis will determine the STRR applicant license fees and result in an update to the City of Oakland's Master Fee Schedule, which will be brought at the same time the STRR code amendments are taken to City Council for adoption. These items are estimated to be taken to City Council in Spring-Summer 2024.

As a result, approval of this resolution will allow the City Administrator, or designee, to appropriate these applicant funds as they are received. Approval of this resolution will not have a negative impact on the City's budget. The total STRR Program Services agreement for the Vendor will be for an amount not to exceed \$799,711.

PUBLIC OUTREACH / INTEREST

Public outreach included notification, outreach and meetings surrounding the RPF by PBD and DWES as discussed in the Analysis section above.

COORDINATION

This report and resolution were reviewed by the Office of the City Attorney and the Budget Bureau. The STRR RFP process was a multi-department effort with the Planning and Building Department collaborating closely with key City partners, including DWES, Department of Finance (Revenue Division), Information and Technology Department, and the Department of

Race and Equity. The Department of Finance sent written notice of the RFP to representatives of SEIU, Local 1021, and IFPTE, Local 21 on September 1, 2023, in accordance with the City's labor agreements with those organizations.

SUSTAINABLE OPPORTUNITIES

Economic: Approving the STRR Program Services contract will ensure implementation, monitoring and enforcement of the new STRR code amendments. This has the potential to reduce STRR-related displacement pressures and increase the availability and affordability of Oakland's housing supply for long-term residents, particularly BIPOC, senior, and/or lower income households.

Environmental: There are no environmental opportunities associated with the STRR Program Services contract.

Race & Equity: Approval of the STRR Program Services contract will allow the City to develop STRR regulations that help reduce racial disparities in housing, in terms of **Rent Burden** and **Homeownership** (Oakland Equity Indicators Report, 2018) by:

- Protecting and preserving Oakland's housing stock, particularly affordable rental units, for use as long-term housing and ensuring its availability to local residents and particularly BIPOC and lower income households.
- Preventing reduction of for-sale and rental housing supply due to conversion to STRRs.
- Preventing displacement of communities, particularly Oakland's BIPOC and lower income households, in response to rising housing costs and/or units taken off the rental and ownership markets due to pressures to convert and/or conversion of units to STRRs.

The STRR project will apply a racial equity lens throughout the process and will include a Racial Equity Impact Analysis.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The preliminary actions of appropriating City funds and authorizing the City Administrator to enter contract negotiations are not decisions that commit the City to a definite course of action with respect to implementation of developed proposals and therefore are not subject to CEQA.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Adopt A Resolution:

- 1. Authorizing The City Administrator To Negotiate, Award and Execute A Professional Services Agreement to Granicus, LLC In An Amount Not To Exceed Seven Hundred Ninety-Nine Thousand Seven Hundred And Eleven Dollars (\$799,711) That Includes One Hundred Thirty-Three Thousand Two Hundred And Eighty-Five Dollars (\$133,285) Contingency Amount For A Period Of**

Approximately Five (5) Years For Providing Short-Term Residential Rental Program Services And A Software Solution Coinciding With The City's Planned Adoption Of New Regulations For The Rental Of Residential Dwelling Units For Periods Of Less Than Thirty (30) Days; And

- 2. Appropriating Seven Hundred Ninety-Nine Thousand Seven Hundred And Eleven Dollars (\$799,711) From The Development Services Fund (Fund 2415) Balance To Finance The Contract Awarded To Granicus, LLC To Provide Short-Term Residential Rental Program Services And A Software Solution; And**
- 3. Making Appropriate California Environmental Quality Act (CEQA) Findings.**

For questions regarding this report, please contact Audrey Lieberworth, Planner III, at (510) 238-6317.

Respectfully submitted,



WILLIAM GILCHRIST
Director, Planning and Building Department

Reviewed by:
Edward Manasse, Deputy Director
Planning and Building Department

Reviewed by:
Laura Kaminski, Strategic Manager
Planning and Building Department

Prepared by:
Audrey Lieberworth, Planner III
Planning and Building Department

Attachments (2):

- A. STRR Program Services RFP – 9/1/23
- B. Addendum 1: Q&A for STRR RFP – 9/22/23



CITY OF
OAKLAND

Attachment A



OFFICE OF THE CITY ADMINISTRATOR

Jestin Johnson, City Administrator

REQUEST FOR PROPOSALS (RFP)

For

SHORT-TERM RESIDENTIAL RENTAL PROGRAM SERVICES

- ✓ **Due Date:** Friday, September 29th, 2023 – 2:00PM (Pacific)
- ✓ **Voluntary Pre-Proposal Meeting:** Friday, September 15th, 2023 at 2:00PM
(Pacific) – via Zoom:
<https://us06web.zoom.us/j/83559349963?pwd=WWRrSkw2S1pNOFA3N2VLbkZ2TkpCQT09>

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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: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 150 Frank H. Ogawa Plaza Suite 6213, Oakland, CA, Department of Finance, Contracts Unit. Also, request a copy by email from isupplier@oaklandca.gov

1. INTRODUCTION

This Request for Qualifications (RFQ)/Request for Proposal (RFP) is being issued by the City of Oakland, Planning and Building Department (PBD) to identify qualified firms (vendors) and solicit proposals to provide Short Term Residential Rental (STRR) program services and software solution coinciding with the City’s planned adoption of new regulations for the rental of residential dwelling units for periods of less than thirty (30) days. The requested services include reviewing STRR license applications, issuing and renewing STRR licenses, providing enforcement services, and maintaining a digital dashboard to monitor STRR listings in Oakland.

PBD intends to enter into an agreement with a qualified firm to provide the services outlined in this RFP for not to exceed maximum dollar amount proposed by a vendor pursuing the RFP.

Schedule/Timeline

Friday, September 1st, 2023 – Launch of RFP
Friday, September 15th, 2023 – Pre-Proposal Meeting
Wednesday, September 20th, 2023 – Questions Due
Friday, September 22nd, 2023 – Q&A Publication
Friday, September 29th, 2023, at 2PM PST – Deadline for Submissions
Friday, October 6th, 2023 – Evaluation of Proposals and Notification of Finalists
Friday, October 13th, 2023 – Interviews with Finalists
October – November 2023 – Confirmation of Vendor Team and Contract Negotiations
November 2023 – Project Kick-Off

Pre-proposal Meeting Date and Time (Voluntary and Highly Recommended):

An optional, but recommended, Pre-Proposal Meeting will be held at 2:00 PM PST on Friday, September 15th, 2023, via Zoom.

Zoom link for the meeting:

<https://us06web.zoom.us/j/83559349963?pwd=WWRrSkw2S1pNOFA3N2VLbkZ2TkpCQT09>

Deadline for Questions: 2:00 PM, September 20th, 2023 by email to the Project Manager, Audrey Lieberworth at ALieberworth@oaklandca.gov

Proposal Submittal Deadline Date and Time: Friday, September 29th, 2023 at 2:00 PM PST

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Finance Contracts Division.

Proposals Must Be Received in iSupplier portal by Department of Workplace and Employment Standards (DWES) Staff No Later Than - 2:00 P.M. iSupplier will not allow late submittals and therefore please allow time to log in, create a response, and upload your Proposal. Email submittals will not be accepted.

The Vendor 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 ♦ 0% L/SLBE per availability analysis dated 8/21/23 ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

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

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

Free copies of the RFP/RFQ 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: <https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier
2. iSupplier userguides: <https://www.oaklandca.gov/documents/isupplier-user-guides>
3. iSupplier Plan Holders List: <https://www.oaklandca.gov/services/active-closed-opportunities>

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

1. Project Manager: Audrey Lieberworth at ALieberworth@oaklandca.gov or (510) 238-6317
2. Contract Admin: contractadmin@oaklandca.gov
3. Contract Compliance Officer: Sophany Hang at Shang@oaklandca.gov or (510) 238-3723

2. PROJECT OVERVIEW

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

The Planning Bureau is issuing a Request for Proposals (RFP) to identify qualified firms and solicit proposals to provide Short-Term Residential Rental (STRR) program services and software solution coinciding with the City’s planned adoption of new regulations for the rental of residential dwelling units for periods of less than thirty (30) days. The requested services include reviewing STRR license applications, issuing and renewing STRR licenses, providing enforcement services, and maintaining a digital dashboard to monitor STRR listings.

Contract Amount: All vendors who respond to this RFP should propose a “Not to Exceed” maximum dollar amount which will be the maximum cost to complete the project scope, including all expenses and sub-consultant work, broken down by task and broken down by cost for one-time vs. ongoing tasks for the duration of the project (five (5) years). The Vendor should include in the RFP submittal budget estimates for all tasks. The breakdown should include a sufficient level of detail to evaluate the scope and time required to complete each task.

Timeline: The selected Vendor is expected to provide expertise, advice, and services pertaining to the specified scope of services in two (2) phases. All work for Phase 1 shall be complete by Spring 2024. Performance of select tasks included in Phase 2 are contingent upon the Oakland City Council’s adoption of new STRR regulations, planned for early 2024. However, some portions of the project for each phase will be due before the phase deadline. The precise timeline with due dates for the specific project deliverables within each phase will be developed once the Vendor finalist is selected.

A. BACKGROUND & GOALS OF PROJECT

Oakland is in a housing crisis that includes rising costs, increased rent burden, displacement, and widespread demographic change. At the root of this crisis is the limited availability of housing in Oakland, especially housing available to moderate- and low- income residents. In cities with high housing demand, such as Oakland, there is concern about the potential adverse impacts of STRRs on long-term housing supply and availability, affordability, and other impacts on our neighborhoods such as safety.

In July 2016, Oakland City Council directed the Planning & Building Department to obtain stakeholder input and bring forward policy options to the City Council to regulate Short Term Residential Rental Housing and Transient Residential Hosting Platforms (Resolution No. 86298 C.M.S.). Currently, Short-Term Residential Rentals (STRRs) are not specifically permitted in Oakland’s Municipal Code. As of August 2023, there were 2,623 active Airbnb listings operating illegally in Oakland, and approximately 49.4% of Airbnb hosts operate multiple listings in Oakland (Inside Airbnb, 2023). While the City currently collects Transient Occupancy Tax (TOT) from these illegal STRR listings, the City does not have the means to verify that the appropriate amount of taxes are collected nor provide the enforcement services necessary for STRR activity that occurs within the city of Oakland.

B. VENDOR QUALIFICATIONS

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- Must provide a STRR software solution;
- Familiarity with State of California laws related to STRRs;
- Expertise writing STRR code amendments in other California jurisdictions and knowledge of STRR best practices;
- Expertise designing and implementing STRR program services (including reviewing application materials and issuing STRR licenses, conducting enforcement activities, and more) for other California jurisdictions;
- Expertise conducting economic analysis of STRR market in a given jurisdiction;
- Expertise determining license fees for STRR programs;
- Expertise conducting systematic extraction of publicly available short-term rental activity data to identify non-compliant STRRs;
- Expertise providing 24/7 hotline services for neighbors to report and resolve short-term renter issues;
- Expertise integrating STRR software with Accela permit system; and
- Expertise creating user-friendly digital dashboard tools to monitor STRR listings.

C. COMPENSATION

All vendors who respond to this RFP should propose a “Not to Exceed” maximum dollar amount which will be the maximum cost to complete the project scope, including all expenses and sub-consultant work, broken down by task and broken down by costs for one-time vs. ongoing tasks for the duration of the project (five (5) years). The Vendor should include in the RFP submittal budget estimates for all tasks. The breakdown should include a sufficient level of detail to evaluate the scope and time required to complete each task.

3. SCOPE OF SERVICES

A. OBJECTIVES

- Comply with State laws and regulations;
- Preserve availability and supply of long-term housing in Oakland;
- Identify, monitor, and enforce non-compliant STRR activity;
- Create a user-friendly interface for the public to apply for STRR licenses;
- Limit the use of City of Oakland staff time and resources dedicated to implementing the STRR program; and
- Create a user-friendly digital dashboard to monitor STRR listings in Oakland.

B. GENERAL APPROACH

Together, the City and Vendor will launch a STRR program to manage enforcement and licensing services via a digital dashboard tool and other means necessary to implement

the program. Vendor will coordinate with City staff, including the Project Manager. Vendor and the City will train Planning and Building staff on new processes and regulations.

C. SCOPE OF WORK

The selected Vendor is expected to provide expertise, advice, and services pertaining to the following scope of services in two (2) phases. **Performance of select tasks included in Phase 2 are contingent upon Oakland City Council’s adoption of new STRR regulations, planned for early 2024.** Vendors should include a schedule for all Phase 1 tasks. However, the precise timeline with due dates for specific project deliverables within each phase will be developed once the finalist is selected.

Phase 1: Finalize STRR Regulations, Integrate Vendor Software & Establish STRR License Fees (Estimated Timeline: November 2023-Spring 2024)

1. Project Start-Up and Kick-Off

Confirm scope of work, work plan, timeline, deliverables and due dates for specific high-priority deliverables. Vendor to coordinate with City staff to establish an internal working group, consisting of key Planning and Building Bureau staff responsible for coordinating implementation of Phase 1 and 2 tasks.

Vendor will meet with City staff, as needed, to understand the City’s Accela permit system and structure of STRR enforcement operations.

Deliverables:

- 1. Finalized scope agreed upon during Contract Negotiation process, timeline, due dates for prioritized deliverables, and detailed budget with tasks and deadlines.*
- 2. Internal kick-off meeting.*
- 3. Meetings with City staff, as needed.*

2. Review and Finalize STRR Regulations

Vendor will provide technical review and feedback to finalize the City’s STRR regulations.

Deliverables:

- 1. Complete review of draft STRR code amendments.*
- 2. Final draft STRR code amendments.*

3. Perform Economic Analysis

Vendor will perform economic analysis of the STRR market in Oakland and estimate the number of STRR Primary Host licenses that will be issued annually. The economic analysis will also estimate the number of STRR Host Platform licenses that will be issued and propose a fee structure for a one (1) year and a five (5) year STRR Host Platform

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license. This analysis will determine the STRR applicant license fees and result in an update to the City of Oakland’s Master Fee Schedule.

Deliverables:

1. *Conduct economic analysis of Oakland’s STRR market.*
2. *Estimate STRR Primary Host license fee.*
3. *Estimate one (1) year and five (5) year STRR Host Platform license fee structure.*
4. *STRR applicant license fees for City staff to include in Master Fee Schedule update.*

4. Write STRR Baseline Conditions Report

Conduct research on baseline STRR conditions in the city of Oakland. In particular, Vendor will analyze the impact of STRRs on the Oakland housing market and any disproportionate impacts of STRRs by neighborhood, City Council District, and demographic characteristics. Write a report summarizing STRR baseline conditions with analysis by City Council District and guidance on best practices with recommendations from other cities.

Deliverables:

1. *Conduct research on STRR baseline conditions in Oakland.*
2. *Complete STRR Baseline Conditions Report.*

5. Perform Routine STRR Activity Monitoring

Vendor will conduct systematic extraction of publicly available short term rental activity data to identify non-compliant STRR units and their addresses, as well as estimate occupancy, number of nights rented per year, and rental revenue for active listings on a routine basis. Share this data with the City on a routine basis for recordkeeping and auditing purposes.

Deliverables: Report submitted to City staff on a routine basis documenting non-compliant STRR activity in Oakland for the reporting period. [Vendor to propose frequency for sharing data monitoring report with City staff, but must be monthly, at minimum.]

6. Integrate Vendor STRR Management Software with City Systems

Create and manage an online portal integrated with the City of Oakland’s online permit system (Accela) through which STRR program functions can easily be operated, including receiving STRR license application materials, modifying records to add supplemental materials, issuing enforcement and penalty notifications, generating fees for STRR licenses, collecting penalty fees, and generating reports to assess all or a specific set of STRR units for compliance with operating standards.

The integration will be conducted in coordination with City staff and any additional third-party consultants involved in maintaining and updating the City’s permit system.

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Deliverables:

1. *Ongoing meetings with City staff and any additional third-party consultants involved in maintaining and updating the City’s permit system (Accela) to discuss and coordinate software integration and troubleshoot issues that arise.*
2. *Integrate City of Oakland’s Accela permit system with vendor’s STRR management software.*

7. Provide Ongoing Support, Training and Maintenance to Staff

Throughout Phase 1 of the program, Vendor will work with the City staff internal working group and solicit feedback from staff at key junctures of Phase 1. Once integration of the Vendor’s STRR software with the City’s Accela permit system is complete, as determined by staff, Vendor will hold training sessions for City staff on the new STRR licensing and enforcement procedures. Vendor will provide checklists, guiding documents such as standard operating procedures (SOPs), and other materials as necessary to ensure staff effectively implement the new enforcement and licensing procedures.

Deliverables:

1. *In-person or remote (via Zoom) trainings with Planning and Building Bureau staff.*
2. *Training materials, including guides, checklists, SOPs, etc.*

Phase 2: Initiate STRR License Services & Enforcement Activities (Estimated Start: Spring 2024). Performance of select tasks included in Phase 2 are contingent upon Oakland City Council’s adoption of new STRR regulations, planned for early 2024.

Phase 2 tasks contingent upon adoption of STRR code amendments:

1. Review STRR Applications and Issue and/or Renew STRR Licenses

Upon adoption of new STRR code amendments by City Council (estimated to be Spring 2024), Vendor will begin processing STRR Host Platform and Primary Host license applications through the online portal (Accela) and verify applicant information including supplemental materials that establish applicants’ eligibility for STRR. Upon review and verification of application materials for accuracy and completeness, and after collecting necessary license fees, vendor will issue a STRR license or STRR license renewal on behalf of the City. If the STRR license application is denied or revoked, the vendor will issue an explanation on behalf of the City. Vendor must also have capacity to issue reminder notifications to STRR Host Platforms and Primary Hosts when their license is up for renewal.

Deliverables:

1. *Process, issue and/or deny STRR Host Platform and Primary Host license applications.*

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2. *Issue reminder notifications to STRR Host Platforms and Primary Hosts when their license is up for renewal.*

2. Launch and Implement 24/7 Hotline Services

Upon adoption of the STRR code amendments by City Council, Vendor will launch and implement a 24/7 hotline that makes it easy for neighbors and other stakeholders to anonymously report (via phone or online portal) and resolve minor, non-health and safety related issues with short-term renters without involving law enforcement officials. The Vendor will evaluate the nature of complaints, log them in integrated Accela portal, and flag any violators for enforcement. The hotline will make recommendations to contact law enforcement in certain cases.

Deliverables:

1. *Provide a 24/7 hotline service.*
2. *Maintain log of complaints, log them in integrated Accela portal, and flag violators for enforcement.*

3. Launch Digital Dashboard Tool & Train Staff

Upon adoption of the STRR code amendments by City Council, Vendor will utilize routine data analysis of publicly available STRR activity to create a digital dashboard tool to monitor STRR listings in Oakland. Vendor will regularly update the digital dashboard to reflect most up to date STRR listing information. Train Planning and Building staff to use the digital dashboard to generate reports and identify STRRs operating without a license or STRRs with violations.

Deliverables:

1. *Create digital dashboard tool.*
2. *Regularly update digital dashboard to reflect updated STRR listing information.*
3. *In-person or remote (via Zoom) training with Planning and Building Bureau staff to use the digital dashboard tool.*

4. Propose Method for Collecting Transient Occupancy Tax

Vendor will propose a method to collect the Transient Occupancy Tax (TOT) online from STRR Host Platforms and/or STRR Primary Hosts. If requested by City staff, Vendor will coordinate implementation and integration with the City's existing TOT collection platform or create a new system that can integrate with the City's TOT collection platform.

Deliverables:

1. *In-person or remote (via Zoom) meeting with Department of Finance and Planning staff to discuss TOT collection needs.*
2. *Proposed method to collect TOT online.*

3. *Implementation of online TOT collection system, if requested by staff.*

Phase 2 tasks (not contingent upon adoption of STRR code amendments):

1. Continue Performing Routine STRR Activity Monitoring

Vendor will continue to conduct systematic extraction of publicly available short term rental activity data to identify non-compliant STRR units and their addresses, as well as estimate occupancy, number of nights rented per year, and rental revenue for active listings on a routine basis. Share this data with the City on a routine basis for recordkeeping and auditing purposes.

Deliverables: Report submitted on a routine basis documenting STRR activity in Oakland for the reporting period. [Vendor to propose frequency for sharing data monitoring report with City staff, but must be monthly, at minimum.]

2. Issue Enforcement and Penalty Notifications

Enter data on non-compliant STRRs into the City’s integrated Accela permit system utilizing regular data analysis of publicly available short-term rental activity. Maintain the ability to create, issue, and upload notices (both digital and official via certified mail and/or email) of violation through the City’s integrated Accela platform on behalf of the City and assess and collect penalty fees.

Deliverables:

1. *Enter data on non-compliant STRRs into Accela on a regular basis. [Vendor to propose frequency for entering data on non-compliant STRRs into Accela.]*
2. *Create, issue, and upload notices of violation and assess and collect penalty fees on behalf of the City.*

3. Continue Providing Ongoing Support, Training and Maintenance to Staff

Vendor will continue to work with the City staff internal working group, solicit feedback from staff at key junctures, and provide support, training and maintenance of the software to staff, as needed. Vendor will provide checklists, guiding documents such as standard operating procedures (SOPs), and other materials as necessary to ensure staff effectively implement the new enforcement and licensing procedures.

Deliverables:

1. *In-person or remote (via Zoom) trainings with Planning and Building Bureau staff, as needed.*
2. *Training materials, including guides, checklists, SOPs, etc.*

D. BUDGET

All vendors who respond to this RFP should propose a “Not to Exceed” maximum dollar amount which will be the maximum cost to complete the project scope, including all

expenses and sub-consultant work, broken down by task and broken down by costs for one-time vs. ongoing tasks for the duration of the project (five (5) years). The Vendor should include in the RFP submittal budget estimates for all tasks. The breakdown should include a sufficient level of detail to evaluate the scope and time required to complete each task.

4. 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) - 0% L/SLBE per the availability analysis dated 8/21/23

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

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

Contractor understands and agrees to the following:

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

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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). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 5, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

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 \$16.93 with health benefits or \$19.44 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.51 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

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more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>

- e. Contractor shall provide to all employees and to Department of Workplace and Employment Standards (DWES) 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 Department of Workplace and Employment Standards (DWES), 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 Department of Workplace and Employment Standards (DWES).

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland’s Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

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

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

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

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

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

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business

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days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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

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

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

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

8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or

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local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor’s sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor’s Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers’ representative of Contractor’s commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

9. Arizona and Arizona-Based Businesses

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

Contractor acknowledges its duty to notify Department of Purchasing, if it’s Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes

a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11. Border Wall Ordinance

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

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

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

12. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose and has disclosed, any and all pending disputes to the City prior to the 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.

13. 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.

14. 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.

15. Sample Professional Service Agreement

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

16. Insurance Requirements

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms->

and-schedules (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

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

17. 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.

18. 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.

19. Contractor’s Qualifications

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

20. All responses to the RFQ become the property of the City.
21. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
22. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
23. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
24. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
25. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
26. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov with

the heading of “RFP Assistance” or refer to the iSupplier userguide at <https://www.youtube.com/watch?v=DMLb2hFLd0Y>

All proposals must include the project name, submittal date, and time the proposals are due on the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. **For the transmittal letter, only. Addressed to Jestin Johnson, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612. (Please do not submit proposals to this address or forward proposals to this address.)**
- b. Signed by an officer of the vendor. In case of a 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 a qualified consulting firm. For LBEs/SLBEs, submit a copy of the 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 the 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

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- 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 RFQ Checklist.

- a. Schedules (Required with submission)

- 1. Schedule E - Project Consultant Team**
- 2. Schedule I – Sanctuary City Contracting and Investment Ordinance**
- 3. Schedule O - Campaign Contribution Limits**
- 4. Schedule W – Border Wall Prohibition**

9. Other schedules must be submitted prior to full contract execution and are available at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
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 RFQ 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 to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFQ 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 RFQ.

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 Experience30 points
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on at least three (3) projects providing services like those described in this RFQ.

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- Prior experience and ability to work with City staff, community groups, and other stakeholders.
- 2) Qualifications25 points
 - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization20 points
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Ability to perform numerous projects at the same time.
- 4) Approach20 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Special resources the team offers that are relevant to the successful completion of the project.
- 5) L/SLBE Certified Business Participation2-5 Points
- 6) Other Factors10 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

F. INTERVIEWS OF SHORT-LISTED FIRMS – SUBJECT TO CHANGE

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, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the team’s presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services like 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 like 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.

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 RFQ 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.

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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 RFQ



5. ATTACHMENTS

ATTACHMENT A

SAMPLE ONLY

PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND AND

NAME OF CONTRACTOR

PARTIES AND EFFECTIVE DATE

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

RECITALS

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

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

AGREEMENT PROVISIONS

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.

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

3. Time of Performance

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

4. Compensation and Method of Payment

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

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

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

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

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials, and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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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 received from the City, or collected on behalf of the City, including personal identifying data, shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

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

8. Copyright

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

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

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any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to immediately terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, or gift.

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 City's 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.

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

14. Insurance

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Unless a written waiver is obtained from the City’s Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in **Schedule Q, Insurance Requirements**, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

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) The use or occupancy of City property by Contractor, including but not limited to nuisance claims, claims by an invitee regarding claimed tenancy on City property, or claims related to habitability or tenantability of City property;
 - (v) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error, or omission of Contractor;
 - (vi) Unauthorized use or disclosure by Contractor of Confidential Information as provided in the Proprietary or Confidential Information of the City section above; and
 - (vii) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, service mark, or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term “Contractor” includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants, and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City’s interests.

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

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: a) this Agreement; b) any purchase order; or c) any other transaction with Contractor.

17. Prompt Payment Ordinance

Contractor shall comply with the City’s Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of receipt of invoices unless the Contractor or its subcontractors notify the City of Oakland Liaison within the Department of Workplace and Employment Standards (“Liaison”) in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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

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

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

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

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

18. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and

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Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

19. Sanctuary City Contracting and Investment Ordinance

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

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

20. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any “BORDER WALL ENTITY” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

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

21. Dispute Disclosure

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

22. Events of Default and Remedies

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

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

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

- 1. Terminate this Agreement in whole or in part;
- 2. Suspend payments under this Agreement;
- 3. Demand immediate reimbursement of any funds disbursed under this Agreement;

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

23. Termination on Notice

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

24. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

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

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

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

b. No Waiver

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

c. Remedies and Sanctions

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

25. Non-Discrimination/Equal Employment Practices

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

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

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- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

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

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

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

Contractor understands and agrees to the following:

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

27. Living Wage Ordinance

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

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

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

Contractor agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- b. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward the provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- c. Federal Earned Income Credit - To inform employees that he or she may be eligible for Earned Income Credit (“EIC”) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- d. Contractor shall provide to all employees written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted

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prominently in communal areas of the work site(s) and shall include the above-referenced information.

- e. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee’s start of work under or related to this Agreement.
- f. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay, and benefits for each of its employees. Contractor shall provide a copy of said list to the Department of Workplace and Enforcement Standards, on a quarterly basis, by March 31, June 30, September 30, and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.
- g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

28. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City’s current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law also requires paid sick leave for employees and payment of service charges collected for their services. **This contract is also subject to Oakland’s Living Wage Ordinance (see previous section) and must pay employees wages and provide benefits consistent with the City’s Living Wage Ordinance or the Minimum Wage Law, whichever are greater.** For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

29. Equal Benefits Ordinance

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

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

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

30. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City’s Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of or termination of, contract negotiations. If applicable, Contractor certifies that it has completed a signed certification form (Schedule O, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 2.32.

31. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers,” which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City’s policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

32. Slavery Era Disclosure

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

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

33. Political Prohibition

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

34. Religious Prohibition

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

35. Business Tax Certificate

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

36. Compliance with State and/or Federal Standards

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

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

37. Abandonment/Termination of Project

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

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

38. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: a) approved by resolution of the City Council if required by the Oakland City Charter, Oakland Municipal Code Title 2.04

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or Oakland City Council Rules of Procedure, b) approved as to form and legality by the Office of the City Attorney, and c) signed by the City Administrator or his or her authorized designee.

39. Governing Law

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

40. Notice

- a. If the City believes, for any reason, a breach of any part of this agreement has or is reasonably likely to occur, the City may, but shall not be required, to provide written notice to Contractor, specifying the breach and the facts upon which the claim of breach is based. Upon receipt of such notice, Contractor shall have five (5) business days to either (a) cure such breach (or to begin taking actions that are reasonably likely to result in a cure of the breach within five (5) business days of the commencement of such actions), or (b) dispute the existence of the alleged breach. If the existence of the breach is disputed, the City and Contractor agree to meet and engage in good-faith attempts to resolve the question of whether a breach has occurred before taking any action to enforce this Agreement.
- b. At all times during the Term of this Agreement, Contractor shall promptly notify the City through written notice of the existence of any condition, the occurrence of any event, or of any reason which will or may likely result in the failure of Contractor to meet any of its obligations included in this Agreement, including but not limited to the deadlines detailed in the Schedule A attached hereto, Contractor shall provide immediate written notice to the City contact listed in Section 36 above. This notice shall include a detailed proposal of dates by which Contractor believes in good faith that it will be able to cure the anticipated breach. City shall have five (5) days to accept or reject Contractor's proposal.

41. Entire Agreement of the Parties

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

42. Modification

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

43. 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.

44. Time of the Essence

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

45. Commencement, Completion, and Closeout

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

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

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

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

46. Counterpart Signatures

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Contract. The parties shall be entitled to electronically sign and transmit this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request.

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47. Authority

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

48. Inconsistency

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

[SIGNATURES ON NEXT PAGE]

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City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:

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

Signature (Date)

Print Name

Title

City Resolution No. _____

Account No.: _____

Business License No. : _____

**END OF PROFESSIONAL SERVICES
AGREEMENT SAMPLE**

(Stand-Alone Schedules Required with Proposal)

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

AND

**SCHEDULE I
(SANCTUARY CITY CONTRACTING AND
INVESTMENT ORDINANCE)**

AND

**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

AND

**SCHEDULE W
(BORDER WALL PROHIBITION FORM)**

An interactive version of the forms can be downloaded from Contracts and Compliance website <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.



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

Attach additional page(s) if necessary.
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.
 * (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
 ** (M = Male) (F = Female)

Revised 1/21/2022 DM



CITY OF OAKLAND

Schedule I

“Sanctuary City Contracting and Investment Ordinance”

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

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

Compliance must be established prior to full contract execution.

.....

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

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

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

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services



CITY OF
OAKLAND

PLEASE COMPLETE AND SIGN

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

or

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

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

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

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

_____ Date

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) Bid Proposal Qualification Amendment

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

Individual or Business Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

_____/_____/_____
Signature Date

Print Name of Signer Position

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

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

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

SCHEDULE W
BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

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

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

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

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

(Name of Parent Company)

ATTACHMENT B2

(Stand-Alone Schedules Required Prior to Contract Award)

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

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of the forms can be downloaded from Contracts and Compliance website <https://cao-94612.s3.amazonaws.com/documents/Schedule-Q-Standard-Contracts-rev-091219.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

Schedule Q
INSURANCE REQUIREMENTS
(Revised 09/12/2019)

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

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

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

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

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

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

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

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

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

b. Terms Conditions and Endorsements

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

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

c. Replacement of Coverage

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

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.

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

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, NTB, 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:

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

1. Arizona and Arizona-Based Businesses - Applies to all agreements and is part of the "Contract".

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

2. Declaration of Compliance with the Americans with Disabilities Act – Applies to all agreements and is part of the "Contract".

- 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 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 the Contractor's program would result;
 - (5) Removing architectural barriers in existing facilities or providing

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

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

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

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

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

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

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

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

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 Department of Workplace and Employment Standards (DWES) no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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

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

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 monthly. The Schedule G form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

8. **Pending Dispute Disclosure Policy** – **Applies to all agreements and is part of the “Contract”.**

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

9. **Schedule M** – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements**

and is part of the “Combined Contract Schedules”.

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

10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is a “stand alone Schedule”.

- 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).
- 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

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is a “stand alone Schedule”.

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

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 the proposal.

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

13. Nuclear Free Zone Ordinance - Applies to all agreements and is part of the “Contract”.

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers,” which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City’s policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements is 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. Affidavit of Non-Disciplinary or Investigatory Action - Applies to all agreements is part of the “Contract”.

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

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

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

PLEASE NOTE: *By submitting an RFP/Q, NIB, NTB, 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.*

REQUEST FOR PROPOSAL (RFP) – Short-Term Residential Rental Program Services

Attachment B



ATTENTION ALL BIDDERS

ADDENDUM NO. 1 to
RFP for SHORT-TERM RESIDENTIAL RENTAL PROGRAM SERVICES

Date: September 22, 2023

From: Planning & Building Department

To: Prospective Proposers

1. This Addendum No. 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents.
2. Acknowledge receipt of Addendum No. 1 in the space below and attach this signed document to the Proposal.
3. **Please see the addendum information below:**
 - a. Short-Term Residential Rental RFP Pre-Proposal meeting recording from September 15, 2023, is available at:
<https://us06web.zoom.us/rec/share/6ZiNH44wfM5mQCoAEgjjK5rXjrsZZMYZ91Yd-EiJ3U4-QE80bzN6-nPBtwgiD2qU.7oNpYkf3g1fkzkQQ>
Passcode: Zm7H63a.
4. For questions regarding the following topics below:
 - i. Project-related questions, contact the Project Manager, Audrey Lieberworth at ALieberworth@oaklandca.gov
 - ii. For Contract Compliance questions, contact Sophany Hang at shang@oaklandca.gov
 - iii. For Contract Administration questions (e.g., attachments, etc.) please call 510-238-3970 or email contractadmin@oaklandca.gov.
 - iv. Open contracting opportunities <https://www.oaklandca.gov/services/active-closed-opportunities>
 - v. Planholder's list <https://apps.oaklandca.gov/contractcompliance/PlanHolderLists.aspx>
 - vi. iSupplier questions and/or requests to receive an invitation to participate in a project, please send an email to isupplier@oaklandca.gov.
5. If you have already registered via iSupplier and did not receive an invitation for this project, please send an email to isupplier@oaklandca.gov with "RFP for Short-Term Residential Rental Program Services" as the subject and we will add you to the invitation list.

Audrey Lisberworth
Name, Project Manager

ADDENDUM NO. 1 ACKNOWLEDGED:

Signature of Bidder

Date

Request for Proposals for Short-Term Residential Rental Program Services (#271201)

Response to Questions

General Questions and Answers

The following are responses to questions that were received at the pre-proposal meeting held on September 15, 2023, or via email before September 20, 2023.

1. **Q:** During Phase II of Short-Term Residential Rental (STRR) program implementation, are you looking for the vendor to issue STRR licenses using the City’s Accela permit system integrated with the vendor’s STRR software solution or will the vendor independently issue licenses through their own STRR software system (not integrated with the City’s Accela permit system)?

A: The City uses the Accela enterprise permitting system. Currently there is no front-end module in Accela to process STRRs. However, the City has a satellite license with Accela for a STRR solution and would like the vendor to implement this.

Once implemented, the City will use Accela to accept STRR license applications, and the vendor must possess capacity to review and issue STRR licenses through Accela, not through their independent STRR software.

2. **Q:** The vendor’s STRR software solution must identify non-compliant STRR units. How will the STRR vendor’s data on non-compliant STRRs feed into the City’s application and enforcement process?

A: The City expects the vendor to integrate data on non-compliant STRR units into Accela. This information will be used throughout the process of STRR license application review and enforcement in Accela.

3. **Q:** Regarding Accela integration, does the City expect real-time API integration or periodic downloads of STRR information?

A: The City expects real-time API integration. The City must have real-time STRR information available internally and to the public to issue STRR licenses and take enforcement action in a timely manner.

4. **Q:** The STRR database will contain personally identifiable information. How will the vendor be required to perform in the event of a data disclosure request? What kind of liability will the vendor be subject to under current City law regarding data disclosure?

A: The City has rules and requirements about the types of information that can and cannot be disclosed. Consultants and vendors hired by the City are subject to and protected by those same set of data disclosure rules. If the City receives a public records request regarding STRR data, the vendor may be asked to provide information to the City. However, any information shared in conjunction with the public records request will come from the City itself, not the vendor. In other words, the vendor does not have the right to disclose the City's STRR data under any circumstances.

5. **Q:** Considering the recent ransomware attacks on the City of Oakland, how can vendors protect and insulate their systems?

A: The recent ransomware attack mainly affected the City's on-premises systems. The Accela permit system is in the cloud and the Accela company is responsible for the City's permitting data security.

For any software-related contracts, the City's Information Technology Department (ITD) will work closely with the vendor and the Oakland City Attorney's Office to review the contract, determine data security measures, back-up service plans, and ensure compliance with the City's new security protocols.

6. **Q:** The City issued a resolution in 2016 directing staff to propose STRR policy options and the STRR regulations still have not been adopted by Oakland City Council yet. What type of guarantee can the vendor expect in proposing a suite of STRR services and scope of work when the regulations have not been adopted?

A: Preparation of the STRR code amendments was delayed initially due to concerns about low staff capacity. The City did not want to adopt the STRR code amendments unless there was sufficient staff capacity to ensure compliance with the regulations and implementation of the overall program.

Now the City has decided to take a two-phased approach to implementing the STRR program and address this issue. Onboarding a vendor with a STRR software solution at the start of the first phase of program implementation ensures the City will have the capacity to implement and enforce the STRR regulations when they are adopted. It will also give the vendor time to integrate their software solution with Accela during the first phase before the City begins accepting STRR license applications in the second phase.

Another impetus for adoption of the STRR regulations is that the City of Oakland's 2023-2031 Housing Element includes Action 3.2.7: Proactive Short-Term Rental Enforcement. Under this policy, the City has made a commitment to initiate proactive STRR enforcement by the end of calendar year 2023. The State Housing & Community Development Department has affirmed efforts that ensure new housing units created in the City (especially accessory dwelling units) are dedicated to permanent, long-term residents, and not utilized for STRRs.

7. **Q:** What is the City's rationale for the two-phased approach to implementing the STRR program?

A: Onboarding a vendor with a STRR software solution at the start of the first phase of program implementation ensures the City will have the capacity to implement and enforce the STRR regulations when they are adopted. It will also give the vendor time to integrate their software

solution with Accela during the first phase before the City begins accepting STRR license applications in the second phase.

8. **Q:** Does the City have an estimate for the number of legal STRR units under the new regulations and the number of actual STRR license applicants anticipated?

A: The City is requesting the vendor evaluate this as part of the economic analysis of the STRR market in Oakland during the first phase of the contract. This estimate will also help the City set the STRR license application fee.

9. **Q:** Determining whether a unit meets the City's STRR eligibility requirements can be beyond the purview of the vendor (i.e., is it a legal unit, an accessory dwelling unit, accessory building, etc). Will the City provide any resources and staff research time to make these determinations, or will the vendor need to hire additional staff to do this?

A: The requirements and eligibility criteria for STRRs will be clearly defined in the new regulations, which the vendor will assist in finalizing during the first phase of the contract. If the vendor has questions about interpretation of the Planning Code, then the vendor should consult with City staff.