

Request for Quotation 296516

Title HEAVY DUTY VEHICLE DIAGNOSTIC AND REPAIR SERVICE REPAIR SERVICES 25-928-00
Preview Date 23-AUG-2024 09:42:45 **Open Date** 23-AUG-2024 09:42:45
Close Date 06-SEP-2024 14:00:00 **Award Date** Not Specified
Time Zone Pacific Time

Note The City of Oakland invites your firm to submit a proposal to fully provide services described herein. This Request For Quote/Proposal and any subsequent contract award will be in strict accordance with the documents identified below: (Offeror should check and be sure that they have received all documents, and should follow the instructions contained within this RFQ when preparing their proposal. Please, avoid mistakes, read the documents identified herein.)

Company City of Oakland
Buyer Lecky, Hassan
Location City of Oakland
 Oakland ,CA 94612
 United States
Phone
Email hlecky@oaklandca.gov

Your Company Name	
Contact Details	

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1 Header Information**1.1 General Information**

Title **HEAVY DUTY VEHICLE DIAGNOSTIC AND REPAIR SERVICE REPAIR SERVICES 25-928-00**
 Preview Date **23-AUG-2024 09:42:45** Open Date **23-AUG-2024 09:42:45**
 Close Date **06-SEP-2024 14:00:00** Award Date **Not Specified**
 Time Zone **Pacific Time** Buyer **Lecky, Hassan**
 Style **Sealed**
 Email **hlecky@oaklandca.gov**

1.2 Terms

Effective Start Date **Not Specified** Effective End Date **Not Specified**
 Ship To **PWA - EQUIPMENT BLDG 5
7101 Edgewater Dr - Bldg 5
Oakland ,CA 94612
United States** PWA - EQUIPMENT BLDG 5
7101 Edgewater Dr - Bldg 5
Oakland ,CA 94612
United States
 Payment Terms **FOB** Carrier
 Currency **USD (US Dollar)** Freight Terms
 Total Agreement **Not Specified** Price Precision **Any**
 Amount (USD)

Note The City of Oakland invites your firm to submit a proposal to fully provide services described herein. This Request For Quote/Proposal and any subsequent contract award will be in strict accordance with the documents identified below: (Offeror should check and be sure that they have received all documents, and should follow the instructions contained within this RFQ when preparing their proposal. Please, avoid mistakes, read the documents identified herein.)

1.3

Name	Data Type	Description
RFQ Request Form.docx	File	SCOPE OF WORK:
EXHIBIT 1 - BID QUOTATION FORM.docx	File	Please see attached

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

2 Price Schedule

2.1 Line Information

Line			Number of Units		Unit Price	Amount
1		Shop Hourly Labor Rate	1	Each		
2		Overtime Hourly Rate	1	Each		
3		Discount Rate From Published Price List (%)	1	Each		

2.2 Line Details

2.2.1 Line 1 Shop Hourly Labor Rate

	928.00	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

2.2.2 Line 2 Overtime Hourly Rate

	928.00	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

2.2.3 Line 3 Discount Rate From Published Price List (%)

	928.00	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

City of Oakland

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A. INVITATION

1. QUESTIONS

If a prospective bidder is in doubt as to the true meaning of any part of this Request For Quotation (RFQ) including all documents hereto, or finds discrepancies in, or omissions from, any part of this Request For Quotation including all documents hereto, of a technical nature, he/she may contact the City's Project Coordinator named below for an interpretation thereof. Questions of a business or commercial nature should be addressed to the City's Buyer named below. Corrections or changes to the Request For Quotation, including the documents attached hereto, shall only be made if those changes are of a substantial nature. In that case, such changes shall be made via written addendum to this RFQ, and sent to each prospective bidder.

2. CITY CLERK

BIDS TO BE RECEIVED PRIOR TO 2:00 P.M. ON THE DATE AND TIME SPECIFIED.

SUPPLIER VENDORS MAY SUBMIT THEIR BID ONLINE OR HARD COPIES SHOULD BE MAILED TO:

OFFICE OF THE CITY CLERK
ONE FRANK H OGAWA PLAZA
1ST FLOOR
OAKLAND, CALIFORNIA 94612

LATE BIDS WILL NOT BE ACCEPTED. ALL LATE BIDS WILL BE TIME STAMPED AND RETURNED UNOPENED, OR REJECTED IF FILED ON-LINE.

3. ORIGINAL AND COPIES

Submit an **original and two (02) copies** of your firm's proposal on the forms provided no later than the specified closing date and time.

4. VENDOR RESPONSIBILITY

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions of this bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City of Oakland based upon lack of knowledge of conditions or misunderstanding of the specifications.

5. CITY RESERVES THE RIGHT

The City of Oakland reserves the right to make all decisions regarding this RFQ, including the right to make full or partial awards. The City also reserves the right to reject any or all bids received in response to this RFQ. Bidders

shall understand that the issuance of this RFQ does not create any obligation on the part of the City to enter into any contract, or to undertake any obligation with respect to the project referred to herein.

Please submit an original and two (2) copies of your firm's bid on the form provided, no later than the specified closing date/time. Please note that any bid not in complete compliance with this RFQ may be considered non-responsive.

B. INSTRUCTIONS TO OFFER

1. SUBMITTAL REQUIREMENTS

Proposal Submittals: See Section A, Request for Quotation for number of original proposals to be submitted and the **submittal date, time and location.**

Bidders/Firms please be advise that for hard copies picked up or mailed the City has inserted in a return envelope with the submittal date, time and location for the delivery of proposals.

This online RFQ does not have a return envelope attached, please use the second method when submitting your proposals.

All proposals submitted via US Mail or Common Carrier must be;

1. delivered in a sealed package affix with the return envelope **or**
2. the package must reference the Quotation number, project name, project number (if applicable), submittal date, time and location of the quotation on the outside of the shipping package or the documents **will not be** accepted.

Important Instructions: See pdf attachment titled "RFQ Deliverables Required Schedules Packet " with this online notice or see "RFQ Checklist" listed below for the list of required forms and schedules to be completed by contractors and submitted with the proposals. Copies of the schedule forms can be obtained from the Department of Contracting and Purchasing (DC&P), at 250 Frank H. Ogawa Plaza, Room 3341, or from the Department of Contracting and Purchasing website under the heading "Forms and Schedules" <http://cces.oaklandnet.com/cceshome/>.

In addition to qualifications, pricing, materials, labor and other information required in the Request for Quotation documents, bidders are required to provide the following schedules and forms at the time of quotation submittal:

RFP Checklist (due at quotation submission)

- Quotation/ Acknowledgment of all Addenda
 - **Combined Schedules**
 - Schedule C-1 - Compliance with The Americans With Disabilities Act
 - Schedule P – Nuclear Free Zone Disclosure Form
 - Schedule U - Compliance Commitment Agreement
 - Schedule V - Affidavit Of Non-Disciplinary Or Investigatory Action
 - **Single Schedules**
 - Schedule B-2 - Arizona resolution Declaration of Compliance
 - Schedule D - Ownership, Ethnicity and Gender Questionnaire

- Schedule E - Project Consultant Team
- Schedule K - Pending Dispute Disclosure Form
- Schedule N - Declaration Of Compliance With Living Age Ordinance
- Schedule N-1 - Equal Benefits Declaration Of Nondiscrimination
- Schedule M - Independent Contractors Questionnaire, Parts A
- Schedule O - Disclosure of Campaign Contributions Form
- Insurance Requirement (form is informational only, but proof of insurance must be submitted)

Proprietary Information: All responses to the RFQ become the property of the City.

2. ADDENDA / ACKNOWLEDGEMENT

1. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period.
2. Failure to so acknowledge may result in the proposal being rejected as not responsive.

3. BID EXCEPTIONS

1. Exceptions will be allowed if they are equal to or superior to that specified, and provided they are listed and fully explained on a separate page.
2. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS MAY NOT BE ACCEPTABLE.

4. COMPLAINTS ON SPECIFICATIONS

1. Any bidder having a complaint on the specifications must submit the complaint in writing to the Purchasing Section ten (10) business days prior to the bid due date.
2. Failure to submit timely complaints will be construed to mean that bidders have no objections to specifications.

5. DETAILED BID REQUIREMENT

The vendor shall submit conforming specifications of the make and model unit proposed to satisfy these specifications at the time of bid. Bid proposal must be submitted in the SAME SEQUENCE as these specifications. Any EXCEPTION to these requirements MAY disqualify the bid.

6. ENTRIES ON BID FORM

All prices and information required on the bid form must be typewritten or written in ink. Make no erasures or interlineations on the bid as this may invalidate the bid. If mistakes are made, obtain additional copies of the bid forms from the Purchasing Section. Any writing on the bid other than that specifically required may invalidate the bid. If you want to include additional information, you may do so with attachments; however, alternate bids will not be considered for the current award. If there are any questions regarding the bid form or specifications, contact the

Purchasing Section.

7. FORM USED

1. The City of Oakland Bureau of Controller Purchasing Section bid forms must be used to bid on the City's requirements for services.
2. If additional copies are required, contact the Purchasing Division.

8. SUBMISSION OF BID

1. To receive consideration, bids must be submitted on or before the date and time specified, utilizing the bid form provided.
2. The bid shall be submitted to the Purchasing Section, at the address given in the IFB. Late bids will be time stamped and returned to the bidder unopened.

9. UNSOLICITED TERMS AND CONDITIONS

Bids that take exception to the City's Terms and Conditions (General, Standard, or Purchase Order) as a whole, and substitute the offeror's standard terms and conditions, will be viewed as non-responsive, and therefore ineligible for an award.

10. COMPLETING BID FORM COVER SHEET

The bid form must be signed by an authorized person. If the bidder is:

1. A corporation, sign for example: "Blank Company, by John Doe, Vice-President (or other title)."
2. A co-partnership, sign for example: "John Doe and Richard Roe, co-partners doing business as Blank Company, by John, Co-partner."
3. An individual doing business under his/her own name, sign for example: "John Doe."
4. An individual doing business using a firm name, sign for example: "John Doe, an individual doing business as Blank Company."

NOTE: If you are a corporation, affix corporate seal.

C. GENERAL CONDITIONS PERTAINING TO BID, BIDDERS OR CONTRACTORS

1. AUDIT

1. For services performed by Contractor pursuant to this Contract, Contractor shall maintain accounts and records as will adequately substantiate charges hereunder and shall produce such records for the City's audit upon the City's request, for a period of three (3) years following the furnishing of the respective services.
2. The City shall have the right to examine accounts, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect compliance with all applicable federal, state and local laws, and to substantiate all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract.

Such accounts and records shall be available at all reasonable times for examination by the City or at the City's option, shall be subject to verification by Contractor's independent auditors. The cost of certification by Contractor's independent auditor shall be reimbursable to Contractor by the City without regard to the authorized amount. The City shall give timely notice of its intent to perform such audit.

2. BUSINESS TAX

The contractor shall insure that its business tax is paid at all times during the life of this contract. In the event the business tax becomes due during the contract period, the contractor must advise the City of Oakland in writing 30 days prior to the expiration date at the address shown on the Purchase Order.

3. GUARANTEE

Material furnished under this specification shall be guaranteed free from defective workmanship or material development within a period of one year after acceptance by the City, the contractor shall correct or replace the item and bear all expense involved in correcting or replacing the item.

4. MAINTAIN INSURANCE

It shall be the responsibility of the contractor to maintain all insurance required as set forth in the Special Provisions attached. Contractor shall provide a certificate of insurance showing the required insurance in effect prior to the Purchase Order being issued. Contractor shall maintain said insurance at all times during the life of the contract. Should any of the coverage or policies be cancelled before the expiration of the contract, the contractor must provide to the City of Oakland written notice 30 days prior to the cancellation date to the address shown above. The contractor must provide a new original insurance certificate showing the required coverage and endorsements prior to the cancellation date of the old coverage or policy. In the event coverage or policies are not in effect at any time during the life of the contract, the contract will be considered cancelled effective on the policy expiration date or date of policy cancellation.

5. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISES

1. Local and small local business enterprises must be certified prior to submittal of a bid proposal in order to receive any preferences.
2. Contact the Department of Contracting and Purchasing, Contract Compliance at (510) 238-7735 for certification information.

6. MANUFACTURER SPECIFICATION

The City of Oakland reserves the right to request the manufacturer's written specifications covering any item within this specification either before or after the award of the contract.

7. STANDARD PAYMENT TERMS

The City's standard payment terms shall be Net 20 days.

8. PROMPT PAYMENT POLICY

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

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

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

9. INSPECTION

INSPECTION OF SERVICES: Definitions. "Services" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

The City of Oakland has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City of Oakland shall perform inspections and test in a manner that will not unduly delay the work.

If any of the services do not conform with contract requirements, the City of Oakland may require the contractor to perform the service again in conformity with the contract requirements, at no increase in the contract amount. When the defects in service cannot be corrected by performance, the City of Oakland may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the service performed.

If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City of Oakland may (1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such services or (2) terminate the contract for default.

10. TAXES

Do not include taxes in the price bid. State and local taxes in effect at the time the Purchase Order is written will be added to the contract price.

D. BID OPENING. AWARD AND EXECUTION OF CONTRACT

1. ACCEPTANCE / REJECTION OF BID

1. All bids shall be firm, and not subject to withdrawal by the bidder for a period of ninety (90) days from the date and time specified for their submittal.
2. The City reserves the right to reject any and all bids or any part of a bid, and reject the bid of any party who has been delinquent or unfaithful in any former contract with the City.
3. The City Of Oakland reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City Of Oakland or any other governmental agency.

The City Of Oakland expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City Of Oakland. Please note: Any and all costs incurred by the offeror in the preparation of bids, shall be their own entire responsibility.

2. AWARD OF BID

1. The City reserves the right to accept or reject any or all bids. An award, if made, will be made on a basis and will be predicated upon a determination by the City Council or what

best serves the City of Oakland, California.

2. For consideration for an award, the bid must be acceptable and comply with all applicable specifications and legal requirements. It is the intention of the City to award a contract to the offeror whose bid is judged to be the most advantageous to the City, price and price related factors considered.
3. Award will therefore be to the bidder with the pricing most advantageous, to the City of Oakland.

3. BID OPENING

Bids will be opened, examined and publicly declared at the location and time indicated on page one of the cover sheet. Bidders may review the bids at the bid opening or at a later date by request. A bid summary will be prepared by the Purchasing Section and mailed to bidders upon written request.

4. CONTRACT EXTENSION TO OTHER LOCAL AGENCIES

The prices, terms and conditions of this specification may be extended to other governmental agencies at the mutual agreement of both agency and contractor. All requirements of specifications, purchase orders, invoices and payments with other agencies would be direct with successful bidder. City does not warrant any additional use of the contract by such agencies.

5. PRICE DISCREPANCIES

In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

6. CONTRACTOR RESPONSIBILITIES

All invoices, packing slips, shipping and billing documents shall include the City of Oakland's purchase order numbers. All contractors submitting invoices for payment shall possess the ability to access and or download the City of Oakland's AP Invoice Portal. Information and instructions for the AP Invoice Portal can be accessed at <https://apps.oaklandca.gov/apinvoice/>.

7. ARIZONA RESOLUTION NO. 82727 – BOYCOTT

This resolution calls for a boycott of the State of Arizona and Arizona-based businesses, and encourages City departments to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona. That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent practicable, and in instances where there is no significant additional cost to the City or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or

services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility.

All bidders are required to complete Schedule B-2, Declaration of Compliance with the Arizona Resolution #82727 with or prior to bid submission.

E. PERFORMANCE BY SUCCESSFUL BIDDER

1. ASSIGNMENT

The contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. The contract may be assigned only upon prior written consent of the Purchasing Division.

2. BRAND NAME

The use of the name of a manufacturer, or of any special brand or make in describing any item does not restrict bidders to that manufacturer or specific brand, it is simply the means being used to indicate the quality and utility of the item desired. **BIDS MUST BE SUBMITTED FOR GOODS THAT ARE EQUAL IN QUALITY AND UTILITY TO THOSE DESCRIBED IN THE BID SECTION.**

SAMPLES

If samples are requested, they shall be properly identified with the bidder's name and the item number that the material will pertain to in this specification.

If the samples are not destroyed by tests made by the City of Oakland, the samples shall be returned if bidder furnishes return labels and so requests. The successful bidder's samples will, however, be retained for checking against future shipments.

The bidder shall bear all cost in submitting and the return of the samples.

3. CANCELLATION OF CONTRACT

1. The City of Oakland may cancel this contract **WITHOUT CAUSE** at any time by giving thirty(30) days written notice to the contractor.
2. The City of Oakland may cancel this contract **WITH CAUSE** at any time by giving ten (10) days written notice to the contractor.
3. Cancellation for cause shall be at the discretion of the City of Oakland and shall include but not be limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract.
4. The successful offeror may not cancel this contract without prior

written consent of the City of Oakland, Purchasing Section.

4. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Oakland, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

5. SEVERABILITY

If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

6. iSUPPLIER

The City of Oakland strongly encourages all vendors, suppliers and contractors to register in the City's supplier database iSupplier. The iSupplier portal is a one-stop service center webpage where you the supplier can navigate to register on-line and learn how to conduct business with the City of Oakland. Registered Suppliers have access to their supplier portfolio twenty-four (24) hours a day, seven (7) days a week, to update their contact information. It is important that supplier information is accurate and updated in order to electronically receive solicitations such as Invitation for Quotes, Invitation for Bids, Request for Proposals, Request for Qualifications, and Request for Letters of Interest as the system develops. To complete your registration please download the required tax documents complete and fax back to 510-238-7568. If you are registered under another name or need assistance please contact Purchasing at isupplier@oaklandnet.com.

7. PENALTY FOR COLLUSION

If at any time it is found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the contractor and/or their bondsman shall be liable to the City for all loss or damage which the City may suffer thereby, and the Council may advertise for a new contract for said work or supplies and materials.

F. PURCHASE ORDER TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

1. This purchase order shall constitute the agreement. Changes or additional terms proposed by the seller in accepting or acknowledging this order shall not be binding unless accepted by a change order in writing by the buyer, and neither buyer's lack of objections to said terms nor the acceptance of goods shipped pursuant hereto shall constitute or be deemed an agreement by buyer to any of said terms.
2. Unless otherwise definitely specified, the unit prices stated herein do not include Sales or Use Tax.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.

4. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Contractor.

5. Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or gross negligence of Contractor, its officers, employees, subconsultants or agents.

Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and continues at all times thereafter.

All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

6. Contractor shall maintain the types and amounts of insurance set forth in "Schedule Q", attached and incorporated herein by reference and made part of this Agreement, for the duration of this Agreement.

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

8. The Contractor will not be held liable for failure or delay in the fulfillment hereunder if hindered or prevented by fires, strikes, or Acts of God beyond Contractor's reasonable control.

9. On shipments sold F.O.B. point of origin-prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice. Do not ship freight collect.

10. All material delivered and services rendered shall comply with City of Oakland codes, the State of California Occupational Safety & Health Act of 1973, and all applicable amendments thereof, occupational safety and health standards and safety orders of the Occupational Safety and Health Standards Board.

11. In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Accounting Department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the City warrant or check.

12. This order shall not be assigned without the consent of the buyer, which shall not be unreasonably withheld.

13. Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Said information includes but is not limited to: functional design specifications, code tables, and geographic files. 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.

All information disclosed by the Parties for the purpose of this Agreement shall be deemed as proprietary and/or confidential unless otherwise identified and shall be protected by the receiving Party in the same manner and to the same degree that it protects its own proprietary or confidential information. Each Party agrees that it will use the other Party's information only as required in the performance of this Agreement, and will not before, during, or after completion of this Agreement otherwise use said information, nor copy or reproduce the same in any form. At all

times the receiving Party will recognize the disclosing Party's sole and exclusive ownership of this information, and the sole and exclusive right and jurisdiction of the disclosing Party to control and use this information. The Parties further agree that it will make no use of the described information, for either internal or external purposes, other than as is directly related to the performance of this Agreement.

For the purposes of this Agreement, "confidential information" may include, but not be limited to, items such as (i) any and all proprietary materials and information regarding technical plans; and (ii) any and all other information of whatever type and in whatever medium (including data, developments, schematics, trade secrets, and improvements), that is disclosed in any form by one Party to the other Party, as designated by that Party. The Parties to this Agreement acknowledge and agree that the System contains trade secrets and confidential data of the other Party and its licensors, and agree to take all reasonable steps to ensure that such trade secrets and proprietary data are not disclosed, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Agreement, including those taken by each Party to protect its own confidential information and those which either Party or its licensors may reasonably request from time to time. Notwithstanding the above, the Parties agree that in the event that City is required by federal, state or local law, including but not limited to Oakland Municipal Code Title 2, Chapter 2.20, to disclose information relating to this Agreement or Contractor, such disclosure shall not constitute a breach of this Section.

14. Except for incidental services, services that cumulatively or otherwise exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$24,999.99), are subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the "Declaration of Compliance" attached and incorporated herein as "Schedule N" and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor 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 with and without health benefits as determined by the Department of Contracting and Purchasing annually. 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.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 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) – Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- 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 – Within 60 days of execution of the contract, Contractor shall provide to the City a listing of the

name, address, hire date, occupation classification, rate of pay and benefits for each of its employees performing work on this contract, unless said employees refuse to consent to such disclosure. Contractor shall provide evidence of such refusal upon request. In addition, Contractor shall execute a statement of current compliance in lieu of further quarterly reporting. Failure to provide the list, disclosure refusals or statement of current compliance within 60 days of execution of the contract will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list or statement remains outstanding. In the event a complaint is filed, Contractor shall provide then current employee information as specified above to facilitate investigation of the complaint. Failure to provide said information within five days of the request will result in liquidated damages of five hundred dollars (\$500.00) for each day that the information remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period. h. Contractor shall require Subcontractors that provide Services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

15. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, physical handicap, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, physical handicap, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

16. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, physical handicap, sex, or national origin.

17. Contractor shall obtain and provide proof of a valid City business tax certificate, or application for such certificate. Said certificate must remain valid during the duration of this Agreement.

18. 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 non-proprietary 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.

19. Contractor may not advertise or use as reference this sale of goods and services to the City until final acceptance of the product, unless prior written consent has been given by the City.

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.

After final acceptance 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.

2. CITY POLICIES AND REQUIREMENTS

CITY POLICIES Unless a written waiver is obtained from the City the following City Policies will be incorporated herein by reference to any subsequent contract.

1. City of Oakland Campaign Contribution Limits This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Schedule O.2.
2. Local and Small Local Business Enterprise Program (L/SLBE)
 - a. Requirement - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
 - b. Good Faith Effort-In light of the twenty percent requirement, good faith effort documentation is not necessary.
 - c. Incentives – Upon satisfying the twenty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. Banking – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.
 - e. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.
 - f. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
 - g. 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 ("Professional Services Questionnaire"), Schedule E ("Project Consultant Team"), and Schedule F ("Employment Questionnaire"), attached and incorporated herein and made a part of this Agreement.
 - h. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 - i. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and

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

3. Living Wage Ordinance If the amount for services rendered under this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees providing services under City of Oakland contracts (Ord. 12050 § 1, 1998). The Ordinance requires submission of the Declaration of Compliance, attached and incorporated herein as Schedule N and made part of this Agreement, and 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 \$11.15 with health benefits or \$12.82 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, Contractor shall pay adjusted wage rates.

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.51, i.e., the monetary equivalent of the difference between the lowest living wage rate and the highest living wage rate designated in section a above, 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. In the event contractor contributes less than the per hour health benefit rate designated above, contractor is required to pay the highest living wage rate specified in section a above.

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. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>. for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit www.cbpp.or/eic/2005.e.

e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced

sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

4. Equal Benefits Ordinance This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractorThe Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination.

5. Prompt Payment OrdinanceThis contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of Contract Compliance, upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.Contractors and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt

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Payment ordinance may not seek further interest penalties on the same late payment in law or equity. Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract. Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, Office of Contract Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. 6. Nuclear Free Zone Disclosure Contractor represents, pursuant to Schedule P ("Nuclear Free Zone Disclosure Form"), that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete Schedule P, attached hereto.