

CITY OF OAKLAND 2015 APR 16 AM 1:51

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OFFICE OF THE CITY CLERK  
OAKLAND

## AGENDA REPORT

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

**FROM:** Osborn K. Solitei

**SUBJECT:** Streetlights and Traffic Signal Standards **DATE:** March 6, 2015

City Administrator  
Approval

Date

4/14/15

**COUNCIL DISTRICT:** City-Wide

### **RECOMMENDATION**

Staff Recommends That The City Council Adopt:

A Resolution Awarding A Contract To Francisco Electric Supply, A Corporation, The Lowest Responsive And Responsible, Bidder To Furnish Street Lights And Traffic Signal Standards In The Annual Amount Not To Exceed One Million, Three Hundred Thousand Dollars (\$1,300,000.00) For The Period Of April 1, 2015, To April 30, 2016, Per Request For Quotation (RFQ) 5387, Specification No. 15-550-85 And The General Conditions Therefor On File In The Purchasing Section And According To The Contractor's Bid Submitted January 09, 2015.

### **OUTCOME**

Adoption of this resolution will allow the City to enter into a contract with Francisco Electric Supply to furnish Street Lights and Traffic Signal Standards for an annual amount not to exceed one million, three hundred thousand dollars (\$1,300,000.00) beginning April 1, 2015 to April 30, 2016.

### **BACKGROUND/LEGISLATIVE HISTORY**

On December 23, 2014, RFQ 5387 for Street Lights and Traffic Signal Standards was sent to five (5) perspective bidders: three (3) local business enterprises and two (2) non-local business enterprises. RFQ 5387 was advertised in the City's official newspaper in accordance with Oakland Municipal Code (OMC) 2.04.050. On January 9, 2015, the City received two bids from one (1) small local business enterprise and one (1) non-local business enterprise. Based on the information provided in response to RFQ 5387, Francisco Electric Supply, a small local business enterprise was deemed the lowest responsive and responsible bidder.

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Finance and Management Committee  
April 28, 2015

## **ANALYSIS**

This contract will furnish Street Lights and Traffic Signal Standards to replace deteriorated and damaged standards with new LED , energy efficient lighting. Standards maintain traffic control devices on all public streets, private streets and highways. The newer technology will provide better visibility while saving energy.

The Oakland Public Works, Electrical Services Division maintains a 90-day stock of material sufficient to expedite projects at any time. Material is ordered as necessary to replenish stock for unanticipated projects. This material is stored at the Municipal Service Center.

## **PUBLIC OUTREACH/INTEREST**

This requirement was posted on the City's website and advertising in the City's official newspaper. No additional public outreach was required.

## **COORDINATION**

Purchasing Section consulted with Oakland Public Works, the Controller's Bureau, and City Attorney's office in preparation of this report.

## **COST SUMMARY/IMPLICATIONS**

1. Amount of recommendation/cost of project: **\$1,300,000.00**
2. Cost elements of agreement/contract: **\$1,300,000.00**  
Street Lights, Traffic Standards including Tax  
  
**Total agreement one year term: \$1,300,000.00**
3. Source of funding: **Various departments and projects as needed.**
4. Fiscal impact: **Purchases from this contract will be encumbered by the Oakland Public Works as needed for various City Programs and Projects.**

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## **SUSTAINABLE OPPORTUNITIES**

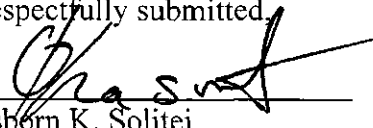
**Economic:** Recent initiative with PG&E includes receiving a rebate for each street light installed. The exact price cannot be given at this time due to the uncertainty of the number of needed streetlights. Contractor has valid City of Oakland Business Tax Certificate. The award of this contract will yield approximately \$1,560.00 in annual business tax revenues to the City of Oakland.

**Environmental.** The award of this contract complies with the City's Environmentally Preferable Purchasing Program. The lights and traffic signal standards are manufactured from metals that are fully recyclable. The metals can be dismantled and turned in for scrap metal in accordance with the City's Environmentally Preferable Purchasing Policy. The metal is treated with a non-toxic powder coating and enamel that meets the Environmental Protection Agency standards.

**Social Equity:** No social equity opportunities have been identified.

For questions regarding this report, please contact Jimmie Jackson, Purchasing Supervisor, at (510) 238- 7563.

Respectfully submitted,

  
Osborn K. Solitei  
Finance Director/Controller

Reviewed by  
Paige Alderete, Assistant Finance Controller

Prepared by  
Jimmie D Jackson, Purchasing Supervisor

### **Attachments**

- A. The Purchasing Section Award Recommendation Statement asks for a recommendation from the winning bidder
- B. The Recap Sheet shows the quoted amounts from each participating bidder
- C. The Request for Quotation 5387 asks for a quote from all perspective bidders

Item: \_\_\_\_\_  
Finance and Management Committee  
April 28, 2015

CITY OF OAKLAND  
PURCHASING SECTION  
AWARD RECOMMENDATION STATEMENT

Attachment A



BUYER : T. SUTTON		PURCHASING/ACQUISITION/CONTRACT Streetlights, Traffic Signal Standards	
COUNCIL AGENDA DATE: APRIL 28, 2015	SPECIFICATION/PROJECT NO.:	FUNDING SOURCE:	BID OPENING DATE:
	SPEC. NO 15-550-85	Various Departments and	JANUARY 9, 2015
	RFQ NO 5387	Projects as needed.	
PREVIOUS LEGISLATION RESOLUTION NO 83575, C M S			
CONTRACT PERIOD April 1, 2015 – April 30, 2016			
PURPOSE STATEMENT: Provide Oakland Public Works with Streetlights and Traffic Standards on a contract purchase order			
ITEM NO./DESCRIPTION		ESTIMATED COST	PERCENT DIFFERENCE
STREET LIGHTS, TRAFFIC SIGNAL STANDARDS, ACCESSORIES		\$1,300,000 00	4.568%
<p>COMMENTARY: This recommended contractor, Francisco Electric Supply, received the Local and Small Local business preferences. There are no additional costs to the City for this contract.</p>			
RANGE OF BIDS RECEIVED			
TOTAL BIDS RECEIVED/DOLLAR RANGE		BIDS WHICH MEETS SPECIFICATION/DOLLAR RANGE	
\$1,240,619 47 to \$1,262,672 35		\$1,240,619.47 to \$1,262,672 35	
LOW BIDS NOT MEETING SPECIFICATION			
VENDOR/CONTRACTOR	REASON	RECOMMENDATION ON REJECTIONS	
AWARD RECOMMENDED			
VENDOR NAME/ADDRESS	DESCRIPTION	AMOUNT	
FRANCISCO ELECTRIC SUPPLY 646 KENNEDY ST OAKLAND, CA 94606	STREETLIGHT, TRAFFIC SIGNAL STANDARDS, ACCESSORIES	\$1,240,619 47	

SUBMITTED BY

APPROVED AND FORWARDED TO COUNCIL

DEPARTMENT HEAD

OFFICE OF THE CITY ADMINISTRATOR

BID CALL	TOTAL	LOWEST BID BY CATEGORY	
		LOCAL BUSINESS	NON-LOCAL
ASK	5	3	2
NO RESPONSE	3	2	1
BIDS RECEIVED	2	1	1
AWARDS RECOMMENDED	1	1-\$1,240,619 47	0

RFQ 5387 NIGP 14-550-85

Vendor

Location

Telephone

Small local vendor

Oakland vendor

*A Hackment B*

Bidder Number 1

Bidder Number 2

Francisco Electric

Jam Services

Quote

Quote

Oakland CA

Livermore CA

510 533 0948

925 455 5267

yes

no

yes

no

line		quantity	unit cost	total	unit cost	total
1	Item 1 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm POWDER COATED (NOT GALVANIZED)	49	\$869 00	\$42,581 00	\$840 00	\$41,160 00
2	Item 2 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm POWDER COATED (NOT POWDER COATED)	49	\$681 00	\$33,369 00	\$657 00	\$32,193 00
3	Item 3 28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm POWDER COATED (NOT GALVANIZED)	24	\$845 00	\$20,280 00	\$871 00	\$20,904 00
4	Item 4 28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm POWDER COATED (NOT POWDER COATED)	24	\$681 00	\$16,344 00	\$667 00	\$16,008 00
5	Item 5 30 ft Streetlight Standard with THREE (3) BOLT rain tight fitting WITH 6-FOOT single luminaire mast arm GALVANIZED (NOT POWDER COATED)	9	\$963 00	\$8,667 00	\$1,222 00	\$10,998 00
6	Item 6 28-1/2 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR DUPLEX luminaire mast arm POWDER COATED (NOT GALVANIZED)	29	\$915 00	\$26,535 00	\$896 00	\$25,984 00
7	Item 7 25 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR A SINGLE luminaire mast arm POWDER COATED (NOT GALVANIZED)	24	\$739 00	\$17,736 00	\$713 00	\$17,112 00
8	Item 8 25 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR A SINGLE luminaire mast arm GALVANIZED (NOT POWDER COATED)	24	\$649 00	\$15,576 00	\$625 00	\$15,000 00
9	Item 9 6-FT Luminaire Mast Arm for TWO BOLT SHOE POWDER COATED (NOT GALVANIZED)	99	\$190 00	\$18,810 00	\$183 00	\$18,117 00
10	Item 10 6-FT Luminaire Mast Arm for TWO BOLT SHOE GALVANIZED (NOT POWDER COATED)	99	\$139 00	\$13,761 00	\$135 00	\$13,365 00
11	Item 11 4" EXTRA HEAVY BLACK STEEL PIPE WITH 11" BOLT CIRCLE ON 1" STEEL FLANGE PLATE (PRIMED FOR PAINTING)	1	\$900 00	\$900 00	\$250 00	\$250 00
12	Item 12 28-1/2 ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm GALVANIZED (NOT POWDER COATED)	9	\$3,077 00	\$27,693 00	\$3,014 00	\$27,126 00
13	Item 13 28-1/2 FT Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm GALVANIZED (NOT POWDER COATED)	4	\$2,872 00	\$11,488 00	\$2,812 00	\$11,248 00
14	Item 14 28'6" ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 25-FOOT traffic signal mast arm GALVANIZED (NOT POWDER COATED)	1	\$3,203 00	\$3,203 00	\$3,138 00	\$3,138 00
15	Item 15 17 FT Standard with 15 FOOT traffic signal mast arm GALVANIZED (NOT POWDER COATED)	4	\$2,617 00	\$10,068 00	\$2,465 00	\$9,860 00
16	Item 16 17 FT Standard with 25 FOOT traffic signal mast arm GALVANIZED (NOT POWDER COATED)	4	\$2,877 00	\$11,508 00	\$2,818 00	\$11,272 00
17	Item 17 14 FT FLUTED ORNAMENTAL POLE	24	\$1,863 00	\$44,712 00	\$1,900 00	\$45,600 00
18	Item 18 16 FT ROUND POLE	24	\$636 00	\$15,264 00	\$641 00	\$15,384 00
19	Item 19 16 FT OCTAGONAL ORNAMENTAL POLE	24	\$2,372 00	\$56,928 00	\$2,419 00	\$58,056 00
20	Item 20 20 FT CANDELABRA POLE WITH CROSS ARM	24	\$9,096 00	\$218,304 00	\$9,526 00	\$228,624 00
21	Item 21 28 FT GOOSENECK POLE WITH LANTERN	4	\$42,350 00	\$169,400 00	\$44,044 00	\$176,176 00
22	Item 22 20 FT OCTAGONAL ORNAMENTAL POLE	24	\$4,847 00	\$116,328 00	\$4,942 00	\$118,608 00
23	Item 23 25 FT ROUND POLE	24	\$1,185 00	\$28,440 00	\$1,160 00	\$27,840 00
24	Item 24 28-1/2 FT FLUTED ORNAMENTAL POLE	24	\$3,411 00	\$81,864 00	\$3,477 00	\$83,448 00
25	Item 25 30 FT OCTAGONAL ORNAMENTAL POLE	24	\$5,351 00	\$128,424 00	\$5,456 00	\$130,944 00
26		0	\$0 00	\$0 00	\$0 00	\$0 00
27	SHIPPING					

## CALCULATIONS

SUBTOTAL	\$ 1,128,183 00	\$ 1,158,415 00
9 00% SALES TAX	\$ 102,436 47	\$ 104,257 35
SMALL LOCAL VENDOR	\$ (31,015 49)	\$ -
OAKLAND VENDOR	\$ (31,015 49)	\$ -
EVALUATION TOTAL	\$ 1,178,588 50	\$ 1,262,672 35
GRAND TOTAL	\$ 1,240,619 47	\$ 1,262,672 35

A Hachment C

# Request for Quotation 5387

Title **STREETLIGHT, TRAFFIC SIGNAL STANDARDS, ACCESSORIES 550-85**  
 Preview Date **23-DEC-2014 11:32:02** Open Date **23-DEC-2014 11:32:02**  
 Close Date **09-JAN-2015 14:00:00** Award Date **Not Specified**  
 Time Zone

Note This RFQ is presented for the Oakland Public Works Department with Streetlights and Traffic Signal Standards as needed on a contract purchase order for the term of ONE (1) year. Award will be made to a single vendor based on the lowest most responsive and responsible bid. Responses to RFQ 5387 are due via submission through iSupplier or mailed / delivered to the: City Clerk 1 Frank H. Ogawa Plaza 1st Floor Oakland CA 94612

Company **City of Oakland**  
 Buyer **Sutton, Trenton**  
 Location **City of Oakland**  
**Oakland ,CA 94612**  
**United States**  
 Phone  
 Email **tsutton@oaklandnet.com**

When submitting your quote, please include the following information

Your Company Name	JAM Services, Inc
Address	958 E. Airway Blvd, Livermore, CA 94551
Contact Details	Julie Korman 925-458-6274
Quote Valid Until	9/20/15

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SURROGATE # 6153  
 QUOTE

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**1 Header Information****1.1 General Information**

Title **STREETLIGHT, TRAFFIC SIGNAL STANDARDS, ACCESSORIES 550-85**  
 Preview Date **23-DEC-2014 11:32:02** Open Date **23-DEC-2014 11:32:02**  
 Close Date **09-JAN-2015 14:00:00** Award Date **Not Specified**  
 Time Zone Buyer **Sutton, Trenton**  
 Style **Sealed**  
 Email **tsutton@oaklandnet.com**

**1.2 Terms**

Effective Start Date	<b>Not Specified</b>	Effective End Date	<b>Not Specified</b>
Ship To	<b>FMA - ACCOUNTING 150 Frank H. Ogawa Plaza Suite No. 6353 Oakland ,CA 94612 United States</b>	Bill To	<b>7101 Edgewater Drive 7101 Edgewater Drive Oakland ,CA 94621 United States</b>
Payment Terms	<b>Net 30</b>	Carrier	
FOB	<b>Destination</b>	Freight Terms	
Currency	<b>USD (US dollar)</b>	Price Precision	<b>Any</b>
Total Agreement Amount (USD)	<b>Not Specified</b>		

**Note** This RFQ is presented for the Oakland Public Works Department with Streetlights and Traffic Signal Standards as needed on a contract purchase order for the term of ONE (1) year. Award will be made to a single vendor based on the lowest most responsive and responsible bid. Responses to RFQ 5387 are due via submission through iSupplier or mailed / delivered to the City Clerk 1 Frank H. Ogawa Plaza 1st Floor Oakland CA 94612

**1.3 Response Rules**

*This negotiation is governed by all the rules displayed below*

- ☐ Negotiation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☐ Suppliers are allowed to provide multiple responses
- ☒ Buyer may close the negotiation before the Close Date
- ☒ Buyer may manually extend the negotiation while it is open

## 2 Price Schedule

## 2.1 Lines Information

Line	Item, Rev	Description	Number of Units	Unit	Unit Price	Amount
1		28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED)	50	Each	840.00	42,000.00
2		28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED)	50	Each	657.00	32,850.00
3		28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED)	25	Each	871.00	21,775.00
4		28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED)	25	Each	667.00	16,675.00
5		30 ft Streetlight Standard with THREE (3) BOLT rain tight fitting WITH 6-FOOT single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED)	10	Each	1,222.00	12,220.00
6		28-1/2 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR DUPLEX luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED)	30	Each	896.00	26,880.00

Line	Item, Rev	Description	Number of Units	Unit	Unit Price	Amount
7		25 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR A SINGLE luminaire mast arm. Pole Cap and Handhole cover included Less Mast Arm, Base Cover and Anchor bolts POWDER COATED (NOT GALVANIZED)	25	Each	713.00	17,825.00
8		25 ft Streetlight Standard with TWO (2) BOLT ram tight fitting FOR A SINGLE luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts GALVANIZED (NOT POWDER COATED).	25	Each	625.00	15,625.00
9		6-FT Luminaire Mast Arm for TWO BOLT SHOE. POWDER COATED (NOT GALVANIZED)	100	Each	183.00	18,300.00
10		6-FT Luminaire Mast Arm for TWO BOLT SHOE GALVANIZED (NOT POWDER COATED)	100	Each	135.00	13,500.00
11		4" EXTRA HEAVY BLACK STEEL PIPE WITH 11" BOLT CIRCLE ON 1" STEEL FLANGE PLATE (PRIMED FOR PAINTING)	1	Each	250.00	250.00
12		28-1/2 ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm Pole Cap and Handhole cover included Less Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).	10	Each	3,014.00	30,140.00
13		28-1/2 FT Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm. Pole Cap and Handhole cover included Less Base Cover and Anchor bolts GALVANIZED (NOT POWDER COATED)	5	Each	2,812.00	14,060.00
14		28'6" ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 25-FOOT traffic signal mast arm Pole Cap and Handhole cover included Less Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).	2	Each	3,138.00	6,276.00
15		17 FT Standard with 15 FOOT traffic signal mast arm Pole Cap and Handhole cover	5	Each	2,465.00	12,325.00

Line	Item, Rev	Description	Number of Units	Unit	Unit Price	Amount
		included. Less Base Cover and Anchor Bolts GALVANIZED (NOT POWDER COATED)				
16		17 FT Standard with 25 FOOT traffic signal mast arm Pole Cap and Handhole cover included Less Base Cover and Anchor Bolts GALVANIZED (NOT POWDER COATED)	5	Each	2,818.00	14,090.00
17		14 FT FLUTED ORNAMENTAL POLE	25	Each	1,900.00	47,500.00
18		16 FT ROUND POLE	25	Each	441.00	11,025.00
19		16 FT OCTAGONAL ORNAMENTAL POLE	25	Each	2,419.00	60,475.00
20		20 FT CANDELABRA POLE WITH CROSS ARM	25	Each	9,526.00	238,150.00
21		20 FT GOOSENECK POLE WITH LANTERN	5	Each	44,044.00	220,220.00
22		20 FT OCTAGONAL ORNAMENTAL POLE	25	Each	4,942.00	123,550.00
23		25 FT ROUND POLE	25	Each	<del>1,529.00</del>	<del>38,225.00</del> - 29,000.00
24		28-1/2 FT FLUTED ORNAMENTAL POLE	25	Each	3,477.00	86,925.00
25		30 FT OCTAGONAL ORNAMENTAL POLE	25	Each	5,456.00	136,400

## 2.2 Line Details

**2.2.1 Line 1 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.2 Line 2 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.3 Line 3 28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.4 Line 4 28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.5 Line 5 30 ft Streetlight Standard with THREE (3) BOLT rain tight fitting WITH 6-FOOT single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.6 Line 6 28-1/2 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR DUPLEX luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.7 Line 7 25 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR A SINGLE luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.8 Line 8 25 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR A SINGLE luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.9 Line 9 6-FT Luminaire Mast Arm for TWO BOLT SHOE. POWDER COATED (NOT GALVANIZED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.10 Line 10 6-FT Luminaire Mast Arm for TWO BOLT SHOE. GALVANIZED (NOT POWDER COATED).**

Category	Highway.Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.11 Line 11 4" EXTRA HEAVY BLACK STEEL PIPE WITH 11" BOLT CIRCLE ON 1" STEEL FLANGE PLATE (PRIMED FOR PAINTING)**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.12 Line 12 28-1/2 ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.13 Line 13 28-1/2 FT Streetlight Standard with 6-FOOT Luminaire mast arm AND 15-FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.14 Line 14 28'6" ft Streetlight Standard with 6-FOOT Luminaire mast arm AND 25-FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor bolts. GALVANIZED (NOT POWDER COATED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.15 Line 15 17 FT Standard with 15 FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor Bolts. GALVANIZED (NOT POWDER COATED)**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.16 Line 16 17 FT Standard with 25 FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor Bolts. GALVANIZED (NOT POWDER COATED)**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.17 Line 17 14 FT FLUTED ORNAMENTAL POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

**2.2.18 Line 18 16 FT ROUND POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.19 Line 19 16 FT OCTAGONAL ORNAMENTAL POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.20 Line 20 20 FT CANDELABRA POLE WITH CROSS ARM**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.21 Line 21 20 FT GOOSENECK POLE WITH LANTERN**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.22 Line 22 20 FT OCTAGONAL ORNAMENTAL POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.23 Line 23 25 FT ROUND POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.24 Line 24 28-1/2 FT FLUTED ORNAMENTAL POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

**2.2.25 Line 25 30 FT OCTAGONAL ORNAMENTAL POLE**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total	Not Specified	Target Price	Not Specified
Amount (USD)		(USD)	
Minimum Release	Not Specified		
Amount (USD)			

## 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 HOGAWA 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;

- (a) delivered in a sealed package affix with the return envelope or
- (b) 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**

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

**3. BID EXCEPTIONS**

- (a) 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
- (b) PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS MAY NOT BE ACCEPTABLE.

**4. COMPLAINTS ON SPECIFICATIONS**

- (a) 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
- (b) 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.

## **8. SUBMISSION OF BID**

- (a) To receive consideration, bids must be submitted on or before the date and time specified, utilizing the bid form provided.
- (b) 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.

## **C. GENERAL CONDITIONS PERTAINING TO BID, BIDDERS OR CONTRACTORS**

### **1. AUDIT**

- (a) 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.
- (b) 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**

- (a) Local and small local business enterprises must be certified prior to submittal of a bid proposal in order to receive any preferences.
- (b) 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**

- (a) 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.
- (b) 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.
- (c) 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**

- (a) The City reserves the right to accept or reject any or all bids. An award, if made, will be made on a as needed basis and will be predicated upon a determination by the City Council or what best serves the City of Oakland, California.
- (b) 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.
- (c) 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

## **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**

- (a) The City of Oakland may cancel this contract **WITHOUT CAUSE** at any time by giving thirty(30) days written notice to the contractor.
- (b) The City of Oakland may cancel this contract **WITH CAUSE** at any time by giving ten (10) days written notice to the contractor.
- (c) 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.
- (d) 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 [supplier@oaklandnet.com](mailto:supplier@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 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.org/eic/2005](http://www.cbpp.org/eic/2005)
- 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 contractor

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

## 5 Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S., passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, 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.

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

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

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

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

## Request for Quotation 5387

Title **STREETLIGHT, TRAFFIC SIGNAL STANDARDS, ACCESSORIES 550-85**  
 Preview Date **23-DEC-2014 11:32:02** Open Date **23-DEC-2014 11:32:02**  
 Close Date **09-JAN-2015 14:00:00** Award Date **Not Specified**  
 Time Zone

Note **This RFQ is presented for the Oakland Public Works Department with Streetlights and Traffic Signal Standards as needed on a contract purchase order for the term of ONE (1) year. Award will be made to a single vendor based on the lowest most responsive and responsible bid. Responses to RFQ 5387 are due via submission through iSupplier or mailed / delivered to the: City Clerk 1 Frank H. Ogawa Plaza 1st Floor Oakland CA 94612**

Company **City of Oakland**  
 Buyer **Sutton, Trenton**  
 Location **City of Oakland**  
**Oakland, CA 94612**  
**United States**  
 Phone  
 Email **tsutton@oaklandnet.com**

*When submitting your quote, please include the following information*

Your Company Name	<b>FRANCISCO ELECTRIC SUPPLY</b>
Address	<b>7950 CAPWELL DR. OAKLAND, CA 94621</b>
Contact Details	<b>RON TRJADA 510-969-5894</b>
Quote Valid Until	<b>1 YEAR FROM DATE OF AWARD</b>

This document has important legal consequences. The information contained in this document is proprietary of City of Oakland. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Oakland

*QUOTE 6154*

# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Office of the City Administrator  
Contracts & Compliance Division

(510) 238-3970  
FAX (510) 238-3363  
TDD (510) 238-2007

07-Mar-14

Certification Number 2315

**Francisco Electric Supply**

Ron Tejada  
7956 Capwell Drive  
Oakland, CA 94621

RE: Certification with the City of Oakland's Local/Small Local For Profit and Not For Profit  
Business Enterprise Program

Dear Ron Tejada:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

- **Small Local Business Enterprise**

This certification will expire on **31-Mar-16**

Please refer to the attached certificate to determine your services and NAICS codes. The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland and Redevelopment Agency programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer to the Certification Number as it appears above.

Very truly yours,

*Shelley Dorensburg*  
Shelley Dorensburg  
Senior Contract Compliance Officer



FRANEL1

OP ID: LB

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cook, Disharoon & Greathouse 1900 Embarcadero #206 Oakland, CA 94606-5231 Ronald Menchini	<b>CONTACT NAME</b> Noah Whitfield	
	<b>PHONE (A/C, No, Ext)</b> 510-437-1900 <b>FAX (A/C, No)</b>	
	<b>E-MAIL ADDRESS</b> nwhitfield@cdginsurance.com	
<b>INSURED</b> Francisco Electric Supply Attn: Ronald Tejada P.O. Box 2567 Oakland, CA 94614	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A</b> Sentinel Insurance Company Ltd	11000
	<b>INSURER B</b>	
	<b>INSURER C</b>	
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		57SBAER5121	01/09/2015	01/09/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57SBAER5121	01/09/2015	01/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to attached Notepad for Additional Insured and special endorsement information.

**CERTIFICATE HOLDER****CANCELLATION**

Huntleigh Capwell Drive LLC  
Fracchia Revocable Trust  
101 Linden Street  
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Lynda Reynolds-Brown*

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**NOTEPAD:**

HOLDER CODE

INSURED'S NAME Francisco Electric Supply

FRANEL1

OP ID: LB

PAGE 2

Date 12/19/2014

Certificate Holder is Additional Insured under General Liability, per the attached policy form #SS0008 04/05.

## 2 Price Schedule

## 2.1 Lines Information

Line	Item, Rev	Description	Number of Units	Unit	Unit Price	Amount
1		28- 1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm Pole Cap and Handhole cover included Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).	50	Each	\$869. <sup>00</sup>	\$43,450. <sup>00</sup>
2		28- 1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED)	50	Each	\$681. <sup>00</sup>	\$34,050. <sup>00</sup>
3		28- 1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).	25	Each	\$845. <sup>00</sup>	\$21,125. <sup>00</sup>
4		28- 1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED).	25	Each	\$681. <sup>00</sup>	\$17,025. <sup>00</sup>
5		30 ft Streetlight Standard with THREE (3) BOLT rain tight fitting WITH 6-FOOT single luminaire mast arm. Pole Cap and Handhole cover included Less Mast Arm, Base Cover and Anchor bolts GALVANIZED (NOT POWDER COATED)	10	Each	\$963. <sup>00</sup>	\$9,630. <sup>00</sup>
6		28- 1/2 ft Streetlight Standard with TWO (2) BOLT rain tight fitting FOR DUPLEX luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).	30	Each	\$915. <sup>00</sup>	\$27,450. <sup>00</sup>

Line	Item, Rev	Description	Number of Units	Unit	Unit Price	Amount
		included. Less Base Cover and Anchor Bolts. GALVANIZED (NOT POWDER COATED)				
16		17 FT Standard with 25 FOOT traffic signal mast arm. Pole Cap and Handhole cover included. Less Base Cover and Anchor Bolts GALVANIZED (NOT POWDER COATED)	5	Each	\$2877. <sup>00</sup>	\$14,385. <sup>00</sup>
17		14 FT FLUTED ORNAMENTAL POLE	25	Each	\$1863. <sup>00</sup>	\$46,575. <sup>00</sup>
18		16 FT ROUND POLE	25	Each	\$636. <sup>00</sup>	\$15,900. <sup>00</sup>
19		16 FT OCTAGONAL ORNAMENTAL POLE	25	Each	\$2372. <sup>00</sup>	\$59,300. <sup>00</sup>
20		20 FT CANDELABRA POLE WITH CROSS ARM	25	Each	\$9096. <sup>00</sup>	\$227,400. <sup>00</sup>
21		20 FT GOOSENECK POLE WITH LANTERN	5	Each	\$42,350. <sup>00</sup>	\$211,750. <sup>00</sup>
22		20 FT OCTAGONAL ORNAMENTAL POLE	25	Each	\$4847. <sup>00</sup>	\$121,175. <sup>00</sup>
23		25 FT ROUND POLE	25	Each	\$1185. <sup>00</sup>	\$29,625. <sup>00</sup>
24		28-1/2 FT FLUTED ORNAMENTAL POLE	25	Each	\$3411. <sup>00</sup>	\$85,275. <sup>00</sup>
25		30 FT OCTAGONAL ORNAMENTAL POLE	25	Each	\$5351. <sup>00</sup>	\$133,775. <sup>00</sup>

## 2.2 Line Details

**2.2.1 Line 1 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway Markers	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 28-1/2 ft Streetlight Standard with TWO BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT POWDER COATED).**

Category	Highway Markers	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 28-1/2 ft Streetlight Standard with THREE (3) BOLT rain tight fitting for single luminaire mast arm. Pole Cap and Handhole cover included. Less Mast Arm, Base Cover and Anchor bolts. POWDER COATED (NOT GALVANIZED).**

Category	Highway Markers	Start Price (USD)	Not Specified
Estimated Total Amount (USD)	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		

## ADDITIONAL INFORMATION SHEET

- 1) CALIFORNIA SALES TAX IS NOT INCLUDED IN  
ATTACHED PRICING
- 2) QUOTING LINE 4 / ITEM 104 AS "GALVANIZED (NOT  
POWDER COATED)

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS SCHEDULE O

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 FRANCISCO ELECTRIC SUPPLY Phone 510-969-5894

Street Address 7956 CAPWELL DR. City OAKLAND State CA Zip 94621

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 RONALD TEJADA Phone 510-969-5894

Street Address 7956 CAPWELL DR City OAKLAND State CA Zip 94621

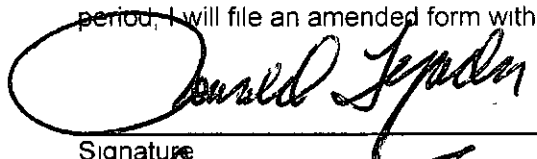
The undersigned Contractor's Representative acknowledges by his or her signature the following:

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

1 / 15 / 15

Date

RONALD TEJADA

Print Name of Signer

PRESIDENT

Position

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

Date Received by City 1/15/15 By \_\_\_\_\_

Date Entered on Contractor Database 1/15/15 By \_\_\_\_\_

Revised 9/15/00

## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 01/01/14)

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

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

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

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

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

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

- iv. **Professional Liability/Errors and Omissions insurance** appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
  - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. **Terms Conditions and Endorsements**

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity;
- 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

- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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



g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

## PROFESSIONAL SERVICES QUESTIONNAIRE

(Prime Consultant must complete this form for ALL contracts)

Firm or Individual Name FRANCISCO ELECTRIC SUPPLY Phone (510) 969-5894  
 Street Address 7956 CAPWELL DR City OAKLAND State CA Zip 94621

TYPE OF OWNERSHIP (Check one and explain below)

- ☐ Self Employed Name of Owner RONALD TEJADA
- ☒ Corporation State of Incorporation CALIFORNIA
- ☐ Partnership General or Limited \_\_\_\_\_  
Names of Partners \_\_\_\_\_
- ☐ Joint Venture Names of Participants \_\_\_\_\_

City of Oakland Business License Number 1300318

**AFFIRMATIVE ACTION INFORMATION** I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

**OWNERSHIP INTERESTS (All types of owners(s) must complete. This information is used for tracking purposes only)**

Racial Groups	African American	Hispanic	Asian or Pacific Islander	Filipino	American Indian/ Alaskan Native	Caucasian	Women (All racial Groups)
Number of Owners		<u>1</u>					
% of Ownership		<u>100%</u>					

**JOINT VENTURE OWNERSHIP (Complete if joint venture type of ownership. This information is used for tracking purposes only)**

Racial Groups	Number of Owners	% of Total
Minority		
Caucasian		
Women (All races)		
Total		

CHARTER SECTION 807, ARTICLE VIII AND CHARTER SECTION 1101, ARTICLE XI COMPLIANCE I certify that I, the contractor/consultant, am not related by blood or marriage within the third degree to the Mayor or any members of the City Council, the City Manager, or to the Department Manager to which these services are to be provided. I certify that I am not an employee of the city of Oakland, and that the City of Oakland employs no member/partner of this firm.

INTERNAL REVENUE REQUIREMENT: I understand that under Section 6109 of the Internal Revenue Code, the City must report all fees paid to contractors and others for personal services for tax-reporting purposes whether or not I am required to file a tax return.

I am a private individual, not a business, and my Social Security Number is: \_\_\_\_\_ OR

I am licensed to conduct business in California and am an incorporated business.  
 My Federal Employer Identification Number is: 94-3234210

I declare under penalty of perjury that the foregoing is true and correct.

Executed at the City of OAKLAND State CA, on date 1-15-15  
 Signature Ronald Tejada Title PRESIDENT

**NOTE:** Consultants are required to identify the ethnicity and gender of all sub consultants at the time of proposal submittal. This information will be used for tracking purposes only.



# Schedule N

## DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.96 per hour with health benefits, or \$13.75 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) 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 Earned Income Tax Outreach Kit at <http://eitcoutreach.org>.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

<b>Employment Questionnaire:</b> Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	<b>2</b>	
(2) How many of your permanent employees are paid above the Living Wage rate?		
(3) How many of your permanent employees are paid below the Living Wage rate?		
(4) Number of compensated days off per employee ?(Refer to item "a" above)		
(5) Number of trainees in your company?		
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

**Francisco Electric Supply**

Company Name

**7956 Capwell Dr.**

Address

**510 969-5894 1/15/15**

Area Code

Phone

Date

**Ronald Tejada**

Signature of Authorized Representative

**Ronald Tejada**

Type or Print Name

**President**

Type or Print Title



**Section A. Vendor/Contractor/Consultant/CFAR<sup>1</sup> Information**

Name of Company FRANCISCO ELECTRIC SUPPLY

Name of Company Contact RON TESADA

Address 7956 CAPWELL DR.

City OAKLAND State CA Zip 94621

Phone Number 510-969-5894 Fax Number 510-969-5894

Vendor Number 28220 Federal ID or Social Security Number 94-3234210

Approximate Number of Employees in the U S 2

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

Union Name(s) \_\_\_\_\_

**Section B. Compliance**

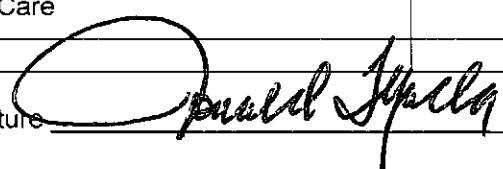
Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No

Does your company provide or offer access to any benefits to employees with domestic partners<sup>2</sup>? (Please check one) ☒ Yes ☐ No

**Section C. Compliance**

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		X	X		
Dental		Y	Y		
Vision		X	Y		
Retirement (Pension, 401K, etc)		X	Y		
Bereavement		X	Y		
Family Leave		X	Y		
Parental Leave		X	Y		
Employee Assistance Program		Y	X		
Relocation & Travel				X	
Company Discount, Facilities & Events				X	
Credit Union				Y	
Child Care				Y	
Other					

Signature 

Date 1-15-15

<sup>1</sup> CFAR is a City Financial Recipient

<sup>2</sup> Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



## Schedule C-1

# "DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)  
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

## INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE FORM

On November 8, 1988, the citizens of Oakland adopted Measure T, which declared the City of Oakland to be a Nuclear Free Zone. On December 6, 1988, the City Council approved Ordinance No. 11062 CMS, designated as the Nuclear Free Zone Act. This ordinance mandates a policy for the City of Oakland concerning its relations with companies that knowingly engage in nuclear weapons work.

Under this ordinance, the City is restricted from doing business with professional and consulting service providers, which would be considered nuclear weapons makers. In order to implement this provision, the City is using Nuclear Free Zone Disclosure Form to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance No. 11062. Once the Form is on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following definitions to determine whether you or your firm and/or any of its agents,

subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

A "nuclear weapons maker" is any entity knowingly engaged in nuclear weapons work and any of its agents, subsidiaries or affiliates which are engaged in nuclear weapons work. If an entity is a nuclear weapons maker, then its controlling owner(s) would also be classified as a nuclear weapons maker(s). However, if an entity is owned by a nuclear weapons maker but is not itself engaged in nuclear weapons work, the entity would not be considered a nuclear weapons maker.

"Nuclear weapons work" is any work that has as its purpose the development, testing, production, possession, maintenance or storage of nuclear weapons, the components of nuclear weapons, or any secret or classified research or evaluation of nuclear weapons.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. Nuclear weapon includes the means of transporting, guiding, propelling, triggering or detonating the weapon. Nuclear weapon also includes any component of a nuclear weapon, i.e., any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon or be a part of a nuclear weapon.

In the event a firm or individual is unable or unwilling to submit Nuclear Free Zone Disclosure Form said firm or individual would be considered a nuclear weapon maker and therefore restricted from entering into a contract with the City of Oakland. Such firm or individual has the right to have this restriction reviewed. The review process will be initiated once the Office of Finance has been requested to do so by the restricted firm or individual.

The restriction against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.

#### Schedule P "NUCLEAR FREE ZONE DISCLOSURE FORM"

---

I certify that:

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.



Schedule U  
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation, of which at minimum 25% has been allotted to Local Business Enterprises (LBE), and 25% has been allotted to Small Local Business Enterprises (SLBE); and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers. In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports (including all tiers of subcontractors) for this project.

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit form may be located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

Schedule V  
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

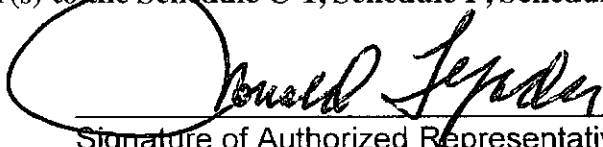
By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

1-15-15  
Date

FRANCISCO ELECTRIC SUPPLY  
Company Name

7956 CHAPMAN DR.  
Address

OAKLAND CA 94621  
City State Zip

  
Signature of Authorized Representative

RONALD TEJEDA  
Type or Print Name

PRESIDENT  
Type or Print Title

510-969-5894  
Phone/Email



## Schedule B-2 – Arizona Resolution

To be completed by Business Owner

### Declaration of Compliance with the Arizona Resolution #82727

- (1) Business Name FRANCISCO ELECTRIC SUPPLY
- (2) Business Contact Person: (Name/Title) RONALD TEJADA / PRESIDENT
- (3) Business Contact Person: (Phone/E-mail) 510-969-5894 / franciscoelec@sbglobal.net
- (4) Business Headquarters Address 7956 CAPITOL DR. OAKLAND, CA 94621
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below:  
\_\_\_\_\_  
\_\_\_\_\_
- (6) The above named company is currently responding to the following contract opportunity:  
Title: STREETLIGHT, TRAFFIC SIGNAL STANDARDS, ACCESSORIES 55085  
Project Number: 5387  
Name of City Contact/Project Manager/Agency/Department TRENTO SUTTON / FINANCE  
Phone/ e-mail 510-238-7560 /PUEC@ASW

A

☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona

Signed (Business Owner)

Ronald Tejada

Date 1-15-15

B

☐ \* I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Please use attachments if additional space is needed)

Signed (Business Owner)

Date

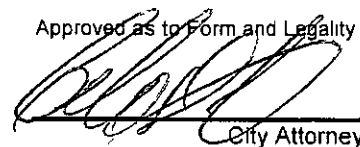
\* Excerpt (Resolution #82727) RESOLVED That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (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, and



FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

Approved as to Form and Legality

  
City Attorney

2015 APR 16 AM **RESOLUTION No.** \_\_\_\_\_ **C.M.S.**

Introduced by Councilmember \_\_\_\_\_

**RESOLUTION AWARDING A CONTRACT TO FRANCISCO ELECTRIC SUPPLY, A CORPORATION, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, TO FURNISH STREET LIGHTS AND TRAFFIC SIGNAL STANDARDS IN THE ANNUAL AMOUNT NOT TO EXCEED ONE MILLION, THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) FOR THE PERIOD OF APRIL 1, 2015 TO APRIL 30, 2016, PER REQUEST FOR QUOTATION 5387, SPECIFICATION NO. 15-550-85 AND THE GENERAL CONDITIONS THEREFOR ON FILE IN THE PURCHASING SECTION AND ACCORDING TO THE CONTRACTOR'S BID SUBMITTED JANUARY 09, 2015.**

**WHEREAS,** On December 23, 2014, the City issued and advertised Request For Quotation 5387 for Street lights and Traffic Signal Standards; and

**WHEREAS,** On January 9, 2015, the City Clerk received and opened two bids: one local business enterprise and one non-local business enterprise in response to Specification No. 15-550-85/ Request For Quotation 5387 to provide Street Lighting and Traffic Signal Standards; and

**WHEREAS,** The bid submitted by Francisco Electric Supply, a corporation, the lowest responsive and responsible bidder, meets all of the requirements contained in Specification No. 15-550-85/ Request For Quotation 5387; and

**WHEREAS,** Funds will be encumbered by the Oakland Public Works as needed for various Citywide Programs and; now be it

**RESOLVED:** The contract to furnish Street Lights and Traffic Signal Standards in the annual amount not to exceed one million three, hundred thousand dollars (\$1,300,000.00) for the period of April 1, 2015, to April 30, 2016, per Request for Quotation 5387, Specification No. 15-550-85, and the general conditions therefor on file in the Purchasing Section and according to the contractor's bid submitted on January 09, 2015.

**FURTHER RESOLVED:** That the contract shall be approved for form and legality by the City Attorney and copies shall be on file in the City Clerk's Office.

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

**PASSED BY THE FOLLOWING VOTE:**

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

NOES -

ABSENT -

ABSTENTION -

ATTEST \_\_\_\_\_

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