



CITY OF
OAKLAND

**COMMUNITY POLICE
REVIEW AGENCY**

COMMUNITY POLICE REVIEW AGENCY

ANTONIO LAWSON, Interim Executive Director

REQUEST FOR PROPOSALS (RFP)

For

CPRA LEGAL SERVICES

✓ **Due Date:** Tuesday, November 17, 2026 – 2:00 p.m. (Pacific)

Table of Contents

I. INTRODUCTION.....	1
II. SCOPE OF SERVICES.....	2
III.FIRM DATA & INFORMATION.....	
FEE STRUCTURE	
REVIEW OF SUBMISSIONS	5
RESPONDENT’S PERSONNEL	5
CONFIDENTIALITY OF PROPOSAL INFORMATION WAIVER	
CITY’S RESERVATION OF RIGHTS	
STRATEGY AND BUDGET	6
RATE STRUCTURE.....	
BILLING/INVOICING.....	7
COMMUNICATION.....	7
A. GENERAL INFORMATION	8
B. SUBMITTAL REQUIREMENTS	19
C. REQUIRED PROPOSAL ELEMENTS AND FORMAT	19
D. REJECTION OF PROPOSAL ELEMENTS	21

The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 150 Frank H. Ogawa Plaza Suite 6213, Oakland, CA, Department of Finance, Contracts Unit. Also, request a copy by email from isupplier@oaklandca.gov

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the City of Oakland, Community Police Review Agency (CPRA). The Community Police Review Agency (CPRA) wishes to retain outside counsel to advise the CPRA in the following areas: 1) police misconduct investigations 2) disciplinary matters, and 3) training related to the investigations

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 0% L/SLBE ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

Deadline for Questions: Tuesday, October 20, 2026, by 5:00p.m., PT via email to the Contract and Procurement Specialist, ContractAdmin@oaklandca.gov

Proposal Submittal Deadline Date and Time: Tuesday, November 17, 2025, at 2:00 p.m. PT.

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before identified deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov with RFP name in subject line. [[iSupplier User Guides | City of Oakland, CA](#)].

Proposals Must Be Received in iSupplier portal by Finance, Contract Administration no later than the deadline identified. iSupplier will not allow late submittals and therefore please allow time to log in, create a response, and upload your Proposal. Email submittals will not be accepted.

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

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

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

1. iSupplier Registration/Login:

<https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Doing-Business-With-The-City-Register-with-iSupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

2. iSupplier user guides: <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Doing-Business-With-The-City-Register-with-iSupplier/iSupplier-User-Guides>
3. iSupplier Plan Holders List:
<https://apps.oaklandca.gov/contractcompliance/PlanHolderLists.aspx>

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

1. Contract Admin: contractadmin@oaklandca.gov

II. SCOPE OF SERVICES

INTRODUCTION & BACKGROUND

In November 2016, Oakland voters overwhelmingly passed Measure LL, an amendment to the Oakland City Charter which established a seven-member Oakland Police Commission (“Commission”) and a Community Police Review Agency (“CPRA”).

The CPRA receives, reviews and prioritizes all public complaints concerning the alleged misconduct of Oakland Police Department (OPD) officers involving use of force, in-custody deaths, racial profiling, public assemblies, and other possible misconduct as directed by the Commission. The Agency’s day-to-day operations are overseen by the Executive Director, who reports to the Commission.

CPRA wishes to retain outside counsel to advise the CPRA in the following areas: 1) Police misconduct investigations 2) Disciplinary matters, and 3) Training related to the investigations. Interested firms/individuals must be available to commit a significant amount of time to the CPRA, and must not regularly defend law enforcement officers.

The CPRA requests detailed information regarding the qualifications of attorneys or law firms interested in providing legal services to the CPRA. Selection of CPRA Attorneys will be based on the quality of their work, commitment to controlling costs, adherence to budgets, and demonstrated commitment and efforts to provide equal employment opportunity, including but not limited efforts to provide equity and inclusion to persons of color, women, persons with disabilities, members of the LGBTQ+ community, and all individuals, regardless of protected class status. We encourage innovative approaches to billing proposals, such as fixed rate per project, blended hourly rate per project, discounted rates, contingency fees, or some other methodology.

When we select a firm to represent the CPRA, we shall decide which attorneys will be working on our matters and require advance approval of any changes in assignments.

All firms retained by the CPRA must enter into the City of Oakland's standard Professional Services Agreement (PSA), complete and provide all required schedules and documentation, which adhere to the City's policies and procedures.

In addition to the PSA, selected firms will be required to enter into a Scope of Service/Retention Agreement for each specific matter. Each Scope of Service / Retention Agreement shall include a written work plan or case handling plan, a capped "not to exceed" amount and the names of the individuals in the law firm assigned to work on the matter and their hourly rates. The Scope of Service / Retention Agreement becomes a part of the overall agreement and cannot be modified without the advance written approval of the CPRA. The CPRA will not approve bills/invoices that are in excess of the budget, absent prior approval. All invoices must set forth the billing amount, the cap, and the amount remaining on the contract. The documents listed above are included as an attachment.

Selected firms are required to be current on their payment of Oakland business taxes. This tax is based on income from work the firm performs in Oakland. Selected firms must have or obtain an Oakland Business Tax Certificate regardless of where the firm is located.

FIRM DATA & INFORMATION

Respondents are requested to provide the following background information for each attorney in the firm who wishes to be qualified to provide advice or assist in providing advice to the CPRA. Please provide copies of the responses and please identify the partner or shareholder who would be in charge of the representation. For purposes of providing background information, "peace officers" include all law enforcement officers, including but not limited to police officers, deputy sheriffs, highway patrol officers, and corrections officers,

1. Describe your professional experience in the area of peace officer misconduct, including any experience in civil rights litigation, *Pitchess* motion practice, *Brady* disclosures, the Public Safety Officers Procedural Bill of Rights, internal affairs investigations, and arbitration of peace officer discipline.
2. Describe your professional experience in the area of employee misconduct generally, including any experience in workplace investigations, employment litigation, and employee discipline and termination.
3. Describe any other experience that may be relevant to advising the CPRA on investigations and discipline.
4. Have you ever represented a client in a claim or lawsuit against a peace officer

- department or agency? If so, please describe the timing and nature of the representation(s).
5. Have you ever represented a peace officer department or agency in a lawsuit? If so, please describe the timing and nature of the representation(s).
 6. Have you ever represented a peace officer in a civil or criminal matter for alleged on-the-job misconduct? If so, please describe the timing and nature of the representation(s).
 7. Have you ever represented a peace officer or a peace officer employee association in a discipline matter or collective bargaining dispute? If so, please describe the timing and nature of the representation(s).

In addition, Respondents are requested to include the following information:

1. Your office's availability to perform the work of outside counsel to the CPRA, including number of hours per week/month the lead attorney can personally commit, availability of attorneys for on-site meetings and consultations, any regular time constraints or competing commitments, and availability of associate attorneys to advise the CPRA in the absence of the lead attorney.
2. The diversity of the firm in terms of women, minorities, persons with disabilities, sexual orientation (LGBT), etc.
3. A description of the nature and scope of specific projects handled by each qualified attorney, or significant matters that may be relevant to the representation of the City of Oakland in such disputes.
4. An agreement not to engage in litigation against the City of Oakland or represent clients that have interests that are directly adverse to the City of Oakland without first informing the CPRA and obtaining written permission from the City to do so.
5. A firm resume or brochure.

FEE STRUCTURE

Respondents are requested to provide hourly rates for each attorney seeking qualification, as well as paralegals and other professionals who will assist in the representation.

The quoted hourly rate should include all salary and compensation, and all overhead expenses, profits and other employee costs, including but not limited to clerical and word processing expenses. Respondents should list all expenses they propose to bill in addition to legal fees and the basis for such expenses. The contract will provide for usual and customary reimbursement of third-party costs based on the actual expense. The City does not reimburse for additional overhead on third-party costs.

If the firm proposes to adjust rates during the course of representation, please describe the method for such adjustment. Respondents should include alternatives to hourly billing, including fixed price representation and contingency fee arrangements.

REVIEW OF SUBMISSIONS

The CPRA will select a firm to serve as counsel based on its evaluation of responses to this Request for Proposals. The CPRA will evaluate responses in the areas of Scope of Service / Scope of Representation, Firm Data and Information and Fee Structure.

RESPONDENT'S PERSONNEL

The CPRA intends to reserve the right to designate a specific attorney(s) in a contracting law firm to work on a specific case or matter as lead counsel or as associate lead counsel for the services rendered pursuant to any contract and further intends to reserve the right to terminate the contract if the lead counsel leaves employment of the firm.

CONFIDENTIALITY OF PROPOSAL INFORMATION WAIVER

Respondents specifically and categorically agree that, as a condition for the opening and review of their responsive submittals, the information relating to fees and fee structure submitted by every other respondent is confidential and proprietary information insofar as such Respondent is concerned.

Respondents are further advised that all the terms and conditions, including fees and fee structures, forming part of any agreement entered into shall, upon such agreement being executed, become a public record of the City and subject to full disclosure, and each Respondent waives any right to object to any such disclosure.

CITY'S RESERVATION OF RIGHTS

This Request for Proposal does not constitute a commitment by the CPRA or by the City to enter into any agreement or contract, or to pay any costs associated with the preparation of responses, submittals or other documents or any related work by any Respondent. The CPRA reserves the right to waive responses to any part of this request if, in its sole judgment, it determines that it is in the best interests of the City to do so. The CPRA may require any Respondent to participate in negotiations and to submit such other information or documentation as it may deem necessary as conditions of awarding a contract. The CPRA

reserves the right to vary or waive requirements for different Respondents as shall fit the City's needs.

STRATEGY AND BUDGET

For every new matter outside counsel and the responsible in-house attorney are required to prepare a strategy and a budget. The budget should estimate total fees and expenses to see the matter to its conclusion. If outside counsel anticipates a change in the budget after the agreement is executed, outside counsel must discuss it with the CPRA, before the work is done or the expense is incurred. CPRA will not approve bills/invoices that are in excess of budget absent prior approval.

Litigation strategy should identify alternate methods of disposing of the case, including ADR (Alternative Dispute Resolution) and settlement. An outline should be made of the proposed course of litigation, including dispositive pretrial motions, the scope of discovery and the trial strategy. If it appears that a case will go to trial, an estimate of cost should be sent to the responsible in-house attorney no later than the close of discovery, if possible. The detail of all plans (litigation and otherwise) will be dictated by the significance of the matter.

RATE STRUCTURE

Billing rates will be established at the outset of each matter. In establishing the billing rates, it is expected that outside counsel will consider the competitive climate in the practice of law and the fact that CPRA assures prompt payment.

Changes in billing rates must obtain our advance consent and the existing agreement will need to be amended. CPRA assumes that the rates agreed upon are as low as those offered to any other government/public agency client; if any other clients enjoy more favorable billing rates, CPRA expects to be told how to qualify for similar billing treatment.

If the billing method is hourly rates, the rates should contain all overhead and internal charges associated with outside counsel's practice, such as administration, secretarial, docket, word processing, accounting, library and other clerical time. If outside counsel customarily makes separate charges for any of these functions; the billing arrangement must be specifically approved in advance by the responsible in-house attorney and the amount must be factored into the overall budget. CPRA expects that the hourly rates of outside counsel that bill separately for secretarial or other services will be less than those of competitive firms that include all overhead in their billing rates.

BILLING/INVOICING

Separate bills/invoices are required for each specific matter. Absent an express agreement to the contrary, bills/invoices must be submitted monthly, unless another arrangement is agreed to in advance, or unless the matter is inactive.

All bills/invoices should include hours spent (to nearest fraction), brief description of the services rendered and the individual who provided the services. A summary of the total hours by individual with his/her billing rate should also be included.

All bills/invoices for services and disbursements must conform to the format of the budget per the Scope of Service Agreement, i.e., the bill/invoice must be in a form that will enable the CPRA to compare the items that made up the budget with the items that appear on the bill/invoice.

All bills/invoices must include an accounting showing the original budget amount per the Scope of Service Agreement the billed/invoiced amounts to date and the amount remaining on the original budget. Bills not including this accounting will be returned unpaid.

CPRA will not approve bills/invoices that are in excess of budget absent prior approval.

COMMUNICATION

Outside counsel must contact the Executive Director if any issue arises that is not covered by this policy, or if outside counsel wishes to deviate from any of the stated policies.

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

In general, there is a 50% local business participation requirement on all construction contracts at or over \$100,000; all professional services contracts at or over \$50,000; and all purchases of commodities, goods and associated services at or over \$50,000. This participation must be met with a minimum participation of 25% for Local Business Enterprises (LBE)/Local Not for Profit Business Enterprise (L/NFPBE) and 25% for Small Local Business Enterprises (SLBE)/Small Local Not for Profit Business Enterprise (S/LNFPBE). SLBE and SLNFPBE may meet the full 50% requirement. Where Very Small Local Business Enterprises (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement. The participation requirements may be adjusted if there are not at least three L/SLBEs in a major category of work.

The participation requirement for this scope of work **has been adjusted to 0%.**

The City's current L/SLBE Program guidelines may be accessed at the City of Oakland website: <https://www.oaklandca.gov/departments/workplace-employment-standards>

4. The City's Living Wage Ordinance
The selected proposer will be required to agree to comply fully with and be bound by the Living Wage Ordinance as set forth by the Oakland Municipal Code (OMC), Chapter 2.28. Generally, the ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers contracted to provide services amounting to or exceeding \$25,000, shall provide nothing less than a prescribed minimum level of compensation (a living wage), as well as the provision of at least twelve (12) days off per year for sick leave.

If applicable, the selected proposer must agree to comply with the requirements and agree that it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of a Declaration of Compliance with the Living Wage Ordinance (Schedule N).

Oakland employers are also subject to the City of Oakland Minimum Wage law (Oakland Municipal Code section 5.92) and must pay employee wages and provide benefits consistent with the Minimum Wage law, Oakland Living Wage Ordinance, whichever are greater.

5. Minimum Wage Ordinance

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

For further information, please go to the following website:

<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

The selected Proposer will be subject to the Equal Benefits Ordinance (OMC Chapter 2.32) and its implementing regulations if it receives \$25,000 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, unless specific exemptions apply or a waiver is granted. The Equal Benefits Ordinance prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of selected Proposer's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland 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 shall not apply to subcontracts or subgrantees of the selected Proposer.

If applicable, the selected Bidder/Contractor must agree to comply with the requirements of OMC Chapter 2.32, and agree it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of Schedule N-1.

7. Prompt Payment Ordinance OMC Section 2.06.070

This Ordinance requires that the selected Bidder/Contractor and its subcontractors pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices, unless specific exemptions apply, or unless the contractor or its subcontractors notify the City's Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the contractor or its subcontractor and claimant. In this case the contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. The 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 the contractor or its subcontractor fails or refuses to deposit security, the Liaison will withhold an amount sufficient to cover the claim from the next contractor progress payment. Upon a determination that an undisputed invoice or payment is late, the Liaison will release security deposits or withholds directly to claimants for valid claims.

The 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. The contractor and its subcontractors shall be required to 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, the contractor and its subcontractors are required to file notice with the City of the release of retention and payment of mobilization fees within five (5) business days of such payment or release; and, the contractor and its subcontractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

The contractor and its subcontractors shall include the same or similar provisions as those set forth above in any contract with a subcontractor that delivers goods and/or services in connection with a City of Oakland contract. Invoice and claim inquiries should be directed to DWES@Oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender

Questionnaire.

- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

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

10. Sanctuary City Contracting and Investment Ordinance

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

11. Border Wall Ordinance

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

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

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

12. Pending Dispute Disclosure Policy:

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

13. City of Oakland Campaign Contribution Limits

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

14. Nuclear Free Zone Disclosure

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

15. SCOPE, OWNERSHIP AND USE OF CITY DATA

a. Scope of City Data

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

b. Ownership

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

c. Use of City Data

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

16. SECURITY OF CITY DATA

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

17. INDEPENDENT CONTRACTOR

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

Contractor acknowledges and agrees that (i) Contractor's employees and subcontractors are under Contractor's sole supervision, direction and full control. of Contractor; and, (ii) that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.

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

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

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

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

18. Sample Professional Service Agreement

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

19. Insurance Requirements

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

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

20. City Contractor Performance Evaluation

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

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

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

22. Contractor's Qualifications

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

- 23. All responses to the RFP become the property of the City.
- 24. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
- 25. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
- 26. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
- 27. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
- 28. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public,

absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

29. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov with the heading of "RFP Assistance" or refer to the iSupplier userguide at <https://www.youtube.com/watch?v=DMLb2hFLd0Y>

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

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. **For the transmittal letter, only. Addressed to Antonio Lawson, Interim Executive Director, 250 Frank Ogawa Plaza, Suite 6302, Oakland, California, 94612. (Please do not submit proposals to this address or forward proposals to this address.)**
- b. Signed by an officer of the consultant. In case of a joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team

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

3. Project Personnel

- a. Prime(s): Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience.
- b. Sub- Consultants: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California.

4. References

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

5. Submittals are validated using the following RFP Checklist.

a Schedules (Required with submission)

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

6. Other schedules must be submitted prior to full contract execution and are available at <https://www.oaklandca.gov/documents/contracts-and->

[compliance-forms-and-schedules](#)

7. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
8. Proprietary Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
9. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

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

1) The City anticipates the **tentative schedule** of events to be as follows:

- | | |
|---------------------------------------|---------------------|
| ▪ Distribution of RFP | October 2, 2026 |
| ▪ Submission of RFP | 2:00 PM, 11/17/2026 |
| ▪ Evaluation of Rankings | 11/30/2026 |
| ▪ Notification of Interviews | TBD |
| ▪ Interviews | TBD |
| ▪ Contract Negotiations | 1/1/2027 |
| ▪ Contract Documentation Distribution | 1/15/2027 |
| ▪ Contract Award | 1/29/2027 |

E. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE

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

END OF RFP

ATTACHMENT A

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

PARTIES AND EFFECTIVE DATE

This *Professional Service Agreement* (“Agreement”) is made and entered by and between the CITY OF OAKLAND, a municipal corporation (“City”), and [CONTRACTOR’s FULL LEGAL NAME] (“Contractor”) (collectively the “Parties”).

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the City and Contractor:

- A. The City wishes to [insert short description of services required].
- B. This Agreement was competitively procured as required by Oakland Municipal Code Chapter 2.04. [*or state the exception to competitive procurement and how waiver granted*].
- C. The City Council approved this Agreement by Resolution No. [] C.M.S. on [DATE].
- D. The City Administrator has determined that this Agreement is for services that are professional, scientific or technical and temporary in nature, and that this Agreement will not result in the loss of employment or salary by any person having permanent status in the competitive service. The City Administrator has determined that this Agreement complies with all applicable bargaining agreements and that the City has met and conferred with any bargaining unit, as needed, to procure these professional services.
- E. This Agreement is being funded in whole or in part by [State/Federal Funding] from the [Entity] (Funding ID, or exact name of the Award).
- F. This Agreement includes a non-exclusive license to use [the facility/the land/a XX-square foot portion of the land] [owned/leased] by the City located at [ADDRESS] (“Premises”) for the operation of the program described in this Agreement and the Scope of Services. The City Council has authorized the use of the Premises for this purpose pursuant to [Resolution/Ordinance] No [XX] C.M.S. on [DATE].
- G. Funds are available for this Agreement in [insert Department Name] Fund (insert fund number), [insert Project Number, if applicable].

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

2. Effective Date

This Agreement shall become effective on the date it is last executed by all Parties.

3. Scope of Services

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

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

4. Time of Performance

The time for performance under this Agreement (“Term”) shall begin on **Month, Day, Year** and shall end **Month, Day, Year**. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **Month, Day, Year**.

5. Compensation and Method of Payment

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

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

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

6. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the Services under this Agreement in a competent and professional manner without the advice or direction of City. Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for City's termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this Agreement, Contractor shall complete and submit **Schedule M, Part A, Independent Contractor Questionnaire**, which shall be attached hereto and incorporated herein.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

This Agreement does not obligate either party to conduct business exclusively with the other party. Both City and Contractor may contract with as many additional clients, persons or companies as Contractor and City see fit.

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

7. Proprietary or Confidential Information of the City

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

8. Ownership of Results

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

9. Copyright

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

10. Audit

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

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

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

11. Agents/Brokers

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

12. Assignment

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

13. Publicity

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

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

14. Title of Property

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

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

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

15. Insurance

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

16. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall defend, indemnify, and hold harmless the City, and each of its respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all claims, lawsuits, causes of action, losses, damages, costs, judgments, obligations, administrative or regulatory fines or penalties, and attorneys’ fees caused by or arising out of any act or omission of Contractor in the performance of this Agreement, including but not limited to negligent, reckless, or intentional acts or omissions. Contractor’s obligation to defend, indemnify, and hold harmless the City or any Indemnitee shall not apply to claims or lawsuits arising from the sole negligence or willful misconduct of Indemnitee(s).
- b. For purposes of this Section, the term “Contractor” includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.

- c. City shall give Contractor written notice of any such claim or lawsuit, and such tender shall immediately trigger Contractor's defense and indemnity obligations under this Section.
- d. Notwithstanding the foregoing, if after receiving written notice from City, Contractor fails or refuses to defend City with legal counsel acceptable to City, City shall retain the right to engage its own legal counsel to defend City's interests, and shall have the right to withhold payments due Contractor under this Agreement for actual or anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section.
- e. In no event shall Contractor agree to the settlement of any claim or lawsuit described herein without the prior written consent of City.
- f. Contractor's obligations under this Section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement. If this Agreement is executed after Contractor has begun performance of the Scope of Services, Contractor's defense and indemnity obligations under this Section shall apply retroactively to such performance.
- g. Contractor's indemnification obligations set forth above shall not be limited by the City's insurance requirements contained in Schedule Q hereof, nor by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

17. Right to Offset Claims for Money

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

18. Prompt Payment Ordinance

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

Agreements must be approved and executed in accordance with all applicable contracting requirements of the City of Oakland for the Prompt Payment Ordinance to apply. The Prompt Payment Ordinance does not apply, and claimants are not entitled to relief thereunder, for payment delays that occur prior to the proper execution of an agreement.

19. Arizona and Arizona-Based Businesses

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

20. Sanctuary City Contracting and Investment Ordinance

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

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

21. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any “BORDER WALL ENTITY” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or

information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border, unless the prohibition is waived.

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

22. Dispute Disclosure

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

23. Events of Default and Remedies

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

required to cure the deficiency, if an action to cure is possible, and a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Contractor shall not be in default or breach if Contractor cures such default within the specified cure period. Following any notice of default or breach, the City may suspend payments under this Agreement pending Contractor's cure of the specified default breach. Upon an event of default or breach that has not been cured by Contractor, on in the City's sole discretion, cannot be cured by the Contractor, the City, in its sole discretion, may take any one or more of the following actions or any remedy available at law or in equity:

1. Terminate this Agreement in whole or in part;
2. Suspend payments under this Agreement;
3. Demand immediate reimbursement of any funds disbursed under this Agreement;
4. Bring an action for equitable relief (i) seeking the specific performance by Contractor of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief; and
5. Bar Contractor from future funding by the City.

24. Termination and Abandonment on Notice

The City may terminate this Agreement immediately with or without cause upon giving thirty (30) calendar days' written notice to Contractor.

The City may abandon or indefinitely postpone the project or the Services for any or all of the project under this Agreement at any time. In such event, the City shall give Contractor written notice of such abandonment and termination of Agreement. In such event, the City shall pay Contractor for all Services performed either 1) to the date of notice that the Agreement has been abandoned or indefinitely postponed to the Contractor or, 2) at the City's sole discretion, to a later date set by the City, in accordance with the terms of this Agreement.

25. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, municipal code and Charter provisions referenced in this section, Contractor has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibiting (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Contractor agrees and acknowledges that Contractor shall adhere to the City of Oakland Government Ethics Act, to the extent Contractor is deemed a Public Servant thereunder.
- viii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement even if Contractor has made a good faith effort to avoid an improper conflict of interest situation.

26. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state and local disability rights legislation.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose, and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

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

If the City of Oakland's Local and Small Local Business Enterprise Program (L/SLBE) applies to this Agreement, Contractor shall comply with all applicable provisions of the City's current L/SLBE Program that may be accessed via the following link:

<https://www.oaklandca.gov/Business/Doing-Business-with-the-City/City-Contracting-Equity>

Contractor must achieve and maintain the levels of L/SLBE participation proposed during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. To enable compliance monitoring, Contractor must submit all relevant records requested, including subcontractor payment information, and/or enter relevant information into the City's electronic compliance monitoring system. Failure to achieve and maintain L/SLBE participation may result in the imposition of penalties as set forth in the L/SLBE Program.

28. Living Wage Ordinance

If the amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation, health benefits, and compensated days off (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers must pay employees wages and provide benefits consistent with the City's Living Wage Ordinance, the Minimum Wage Law, or Prevailing Wage Law (if applicable) whichever are greater.**

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

- a. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.
- b. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward 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.

Under the provisions of the Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of the Ordinance.

29. Minimum Wage Ordinance

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

30. Prevailing Wage

If services performed by the Contractor under this Agreement involves work covered by covered by California Prevailing Wage Law (California Labor Code Sections 1720-1861), Contractor agrees that it will comply with all requirements to pay prevailing wages as set forth in City Resolution No. 57103 C.M.S. The Contractor will provide all relevant documentation, including the submission of electronic certified payrolls, to the City as requested to enable compliance monitoring. The submission of electronic certified payrolls may incur a fee as determined by the City's Master Fee Schedule.

In the event that City determines that Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and City, nor does it create any liability or duty on City for Contractor's failure to make timely or appropriate payments to its employees.

31. Equal Benefits Ordinance

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

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (2) on real property outside the City if the property is owned by the City or

if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of the EBO shall not apply to subcontracts or subcontractors of any contractor.

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

32. City of Oakland Campaign Contribution Limits

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

33. Nuclear Free Zone Ordinance

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

34. Slavery Era Disclosure

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

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

35. Firearms and Ammunition Procurement and Disposal

Contractor confirms that it has read and understood the Firearms and Ammunition Procurement and Disposal Ordinance, Oakland Municipal Code Chapter 2.10, which requires any manufacture or retail dealer of firearms and/or ammunition that enters into a contract with the City for the purchase, sale, transfer, return, trade-in, exchange or disposal of firearms, or ammunition to certify compliance with outlined safety requirements.

If applicable, Contractor certifies that it complies with all requirements of OMC 2.10.040(A), including but not limited to (1) compliance with applicable state and federal laws regarding firearms licenses and permits, (2) adherence to public safety principles relating to firearms and ammunition, (3) no unresolved ATF violations within the last 5 years, and (4) maintenance of policies to prevent and detect sales to firearms traffickers and prohibited individuals. Contractor agrees to comply with Oakland Municipal Code Chapter 2.10 in its entirety and to notify the City of any policy changes inconsistent with the Chapter or any new ATF violations within 30 days of such change or violation.

36. Lobbyist Registration Act

Contractor agrees that Contractor has reviewed and is in compliance the Lobbyist Registration Act (LRA) set forth in Chapter 3.20 of the Oakland Municipal Code and that no officer, employee or agent of Contractor is a “Local Governmental Lobbyist” as that term is defined in the LRA or that such officer, employee or agent has registered with the Public Ethics Commission, completed lobbyist training and paid the registration fee, if applicable, pursuant to OMC sections 3.20.040 and 3.20.045.

37. Political Prohibition

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

38. Religious Prohibition

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

39. Business Tax Certificate

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

40. Compliance with State and/or Federal Standards

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

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

41. License for Use of City Property

During the Term of this Agreement, Contractor shall have the non-exclusive right to use the Premises together with all improvements located thereon, as depicted on **Exhibit 2-A to the Scope of Services** and subject to the terms and conditions set forth below and in **Exhibit 2 to the Scope of Services** (“License”). The License shall automatically expire upon termination or expiration of this Agreement.

- (a) Contractor understands and agrees that this Agreement establishes only a license and not a lease with respect to the Premises, that no interest or estate in real property or any improvements thereon is created hereby, that Contractor shall not have exclusive possession of the Premises, and that City retains possessory rights over the Premises and may freely enter and use the Premises as it chooses, so long as any City uses are consistent with this Agreement.
- (b) Condition of Premises - As evidenced by the execution of this Agreement, Contractor warrants that it has inspected the Premises and accepts the Premises in its “as is” condition and subject to (a) all applicable zoning, municipal, county and laws, ordinances and regulations governing and regulating the use of the Premises and the permitted use, (b) any covenants or restrictions of record or off record, and (c) subject to all matters disclosed in this Agreement and any exhibits attached hereto.
- (c) Release/Waiver - Contractor acknowledges that City has made no representation or warranty, express or implied, and, to the maximum extent permitted by law, waives and releases Indemnitees from any and all liability to Contractor for any loss, damage, liability, or liability for damages, whether for loss of or damage to property or injury to or death of persons, and whether or not known or suspected, which may arise out of use of or access to the Premises by Contractor, and whether or not caused by or arising out of the act or omission of City, which waiver and release shall survive the expiration or earlier termination of this Agreement.
- (d) Hazardous Materials - If Contractor contaminates the Premises or adjacent City property, and such contamination requires mitigation, remediation, or removal under federal, state, or local law, Contractor shall promptly undertake all necessary actions to remove the contaminating material or substance from the Premises and/or the City property at no cost to City and in compliance with all applicable law, provisions of this Agreement, and as directed by City.
- (e) Right to Inspect/Repair - City reserves the right to enter the Premises with forty-eight (48) hours’ notice, or no notice in the event of an emergency, to inspect the Premises and to make any repairs that it may consider necessary to the preservation of the Premises. If

any of those repairs should have been made by Contractor, Contractor shall reimburse City for the cost of such repairs within thirty (30) days from the City's request for reimbursement.

- (f) Relocation - Contractor understands and agrees: (1) that Contractor shall not be eligible for any benefits (including advisory services) under the federal or state relocation laws (United States Code, title 42, Section 4601, *et seq.*; California Government Code, Section 7260, *et seq.*; and implementing regulations) when this Agreement and the associated License terminates; (2) that, as a person and/or entity whose temporary right of possession arose after City's acquisition of the Premises, this Agreement shall not create any rights or interests in Contractor or invitees to receive any relocation benefits; and (3) that Contractor and any invitees shall not make any claims against the City and/or the owner of the Premises for any relocation benefits, either at termination, or as a result of Contractor's use or possession of any portion of the Premises. As a material inducement for City to enter into this Agreement, Contractor expressly waives and releases any and all relocation benefits under any applicable law or regulation and releases City from any obligation to provide relocation benefits.
- (g) CASp - For purposes of Section 1938 of the California Civil Code, City hereby discloses to Contractor, and Contractor hereby acknowledges, that the Premises has not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, City hereby states as follows: A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or Contractor, if requested by the lessee or Contractor. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
- (h) Liens - Contractor shall keep the Premises free and clear of all mechanics' liens, stop notices, and comparable liens arising out of, or alleged to arise, in connection with, any work performed, labor or materials supplied or delivered, or similar activities performed for Contractor's benefit.

42. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved as to form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

43. Governing Law

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

44. Notice

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

City
City of Oakland
[CITY DEPARTMENT]
[ADDRESS]
Oakland, CA 94612
[EMAIL]
Attn: [STAFF CONTACT]

Contractor
[NAME]
[ADDRESS]
[EMAIL]
Attn: [ADD CONTACT NAME]

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

45. Entire Agreement of the Parties

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

Contractor represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Contractor may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

46. Modifications

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

47. Severability/Partial Invalidity

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

and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

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

48. Time of the Essence

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

49. Commencement, Completion and Close out

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

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

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

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

50. Inconsistency

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

51. Counterparts

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

Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

52. Authority

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

[SIGNATURES ON NEXT PAGE]

City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:

INSERT NAME IN ALL CAPS,
[CONFIRM CORPORATE STATUS]

Signature (Date)

Print Name

Title: MUST BE AUTHORIZED
OFFICER OF ORGANIZATION

END OF PROFESSIONAL SERVICES AGREEMENT SAMPLE

ATTACHMENT B1

(Stand-Alone Schedules Required with Proposal)

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

AND

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

AND

**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

AND

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

AND

SCHEDULE N

**(LIVING WAGE – DECLARATION OF
COMPLIANCE)**

AND

**SCHEDULE S
(SLAVERY ERA DISCLOSURE AFFIDAVIT)**

An interactive version of the forms can be downloaded from Contracts and Compliance website
[https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-
Unit/Professional-Services-Agreement-Forms](https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms)

or request for a copy from Contracts Unit at ContractAdmin@oaklandca.gov

**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.



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

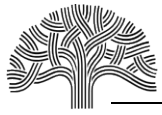
Attach additional page(s) if necessary.

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

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

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

Revised 1/21/2022 DM



Schedule I

"Sanctuary City Contracting and Investment Ordinance"

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

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

Compliance must be established prior to full contract execution.

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

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

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



PLEASE COMPLETE AND SIGN

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

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

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

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

Date

SCHEDULE I DB/DM 2019



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

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____ - _____ - _____

Street Address _____ City _____ State _____ Zip _____

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

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

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____ State _____ Zip _____

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

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

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

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

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

Signature

_____/_____/_____
Date

Print Name of Signer

Position

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

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

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

SCHEDULE W
BORDER WALL PROHIBITION

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

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

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

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

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

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

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

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

(Name of Parent Company)



SCHEDULE N

Living Wage – Declaration of Compliance

The Living Wage Ordinance, Oakland Municipal Code Chapter 2.28, requires that, unless specific exemptions apply or a waiver is granted, all applicable employers under service contracts and recipients of City financial assistance shall provide payment of a minimum wage to employees, dependent on whether health benefits are included, with a rate to be adjusted annually. The current wage bulletin can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>. Further, employers shall provide at least twelve (12) days off per year for sick leave, vacation, or personal necessity at the employee's request.

This Schedule must be completed and submitted with proposals for the following entities:

- (1) Proposed Contractors for service contracts with the City in an amount equal to or greater than twenty-five thousand dollars (\$25,000); and
- (2) City financial assistance recipients ("CFAR") defined as any individual or entity who receives from the city financial assistance as contrasted with generalized financial assistance such as through tax legislation, in an amount of one hundred thousand dollars (\$100,000.00) or more in a twelve (12) month period.

I, _____ the undersigned, a _____ of _____
[Name], [Title] [Entity]
(herein referred to as Contractor/CFAR) am duly authorized to attest on behalf of the Contractor and/or CFAR.

Please check either 1 or 2 below.

1. ☐ I declare that Contractor/CFAR employs fewer than five employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, and understand that Contractor/CFAR is exempted from the requirements of the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code.

2. ☐ I declare that, for the duration of the contract or grant term, Contractor/CFAR will comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. I declare that Contractor/CFAR will require its subcontractors and tenants/leaseholders to comply with the provisions of the Living Wage Ordinance as well.

I have read and understood the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. Based on my understanding, the above is true and correct to the best of my knowledge.

(Signature)

(Printed Name of Representative)

(Date)

(Name of Contractor/CFAR)

(Street Address City, State, and Zip Code)



SCHEDULE S

Slavery Era Disclosure Affidavit

In 2005, the City Council adopted Oakland Municipal Code Chapter 9.60 Slavery Era Disclosure pursuant to Ordinance No.12686 C.M.S. The ordinance requires certain contractors doing business with the City to complete an affidavit verifying that the contractor searched through all its records regarding people subjected to slavery.

Please check either (1) or (2) below. If the Business Entity checks (2), it must disclose all information required by (2).

I, _____ [Name], the undersigned, a _____ [Title] of _____ [Business Entity] (hereinafter referred to as "Business Entity") declare the following as true and correct to the best of my knowledge and understanding:

- ☐ 1. I declare that the Business Entity has found no records after searching through any and all records in the possession, control and/or knowledge of the Business Entity, its parent entities, subsidiaries and any predecessors in interest, for records that the Business Entity, its parent entities, subsidiaries and any predecessors in interest bought or sold people subjected to slavery, used people subjected to slavery as collateral, provided loans to purchase people subjected to slavery, insured such transactions or the people subjected to slavery during the slavery era and/or provided related or other services to aid and abet such transactions, including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of enslaved Africans.
- ☐ 2. I verify that, as a result of conducting the search in step (2) above, the Business Entity has found records of investments or profits from slavery or slaveholder insurance policies. I verify that the following constitutes full disclosure of all such records, including the names of each slave and slaveholder described in those records and/or evidence of transactions that benefited/profited from American slavery.

☐ Please check this box to indicate your understanding of the following statements:

- I understand that completed affidavits and disclosure reports shall be made available to the public upon request after consultation with the City Attorney and any contractor who willfully or recklessly files a false affidavit or other statement or fails to file the required disclosure shall be subject to termination of the contract with the City. I understand that the City Administrator may take action to terminate the contract, and the City Attorney or any Oakland resident may bring action to mandate disclosure or correct any misstatement as well as reasonable attorney's fees and costs.
- I understand that I can make voluntary contributions to the established Fund 2422 to promote healing and assist the City in rectifying and remedying some of the legacies of the shameful commerce in slavery.

(Signature of Business Owner)

(Printed Name of Business Owner)

(Date)

ATTACHMENT B2

(Stand-Alone Schedules Required Prior to Contract Award)

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

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of the forms can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms>
or request for a copy from Contracts Unit at ContractAdmin@oaklandca.gov

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

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

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

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

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

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

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

commencing performance of the work under this Agreement and thereafter as required by that code.

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

dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

b. Terms Conditions and Endorsements

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

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

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

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

End of Schedule Q

ATTACHMENT C: CITY SCHEDULES AND POLICIES

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

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

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

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

<https://apps.oaklandca.gov/ContractOpportunities/>

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

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

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

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;

- (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration the Contractor's program would result;
- (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
- (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms> (see *Combined Schedules*)

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

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

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms> (see *Combined Schedules*)

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Professional-Services-Agreement-Forms>
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses,

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

telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Department of Workplace and Employment Standards (DWES) no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms>

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

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

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms>

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

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

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

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms> (see *Combined Schedules*)

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

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at

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

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

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

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of

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

- ii. The form is also available on our website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms>

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms> Schedule Q.
- ii. A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Affidavit of Non-Disciplinary or Investigatory Action - Applies to all agreements is part of the “Contract”.

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

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

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/Business/Doing-Business-with-the-City/Contract-Administration-Unit/Schedules-Contracts-and-Compliance-Forms>

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