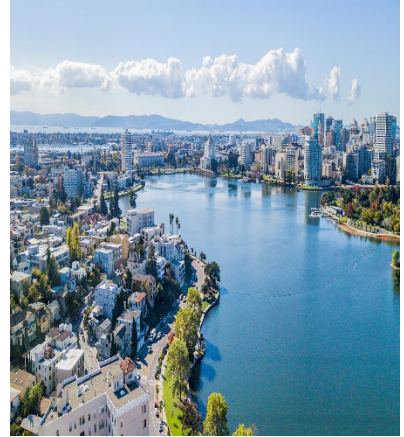




**CITY OF
OAKLAND**



OFFICE OF THE CITY ADMINISTRATOR
Edward D. Reiskin, City Administrator

REQUEST FOR PROPOSALS
For
DIRECT COMMUNITY GRANTS

REQUEST FOR PROPOSAL (RFP) – DIRECT COMMUNITY GRANTS

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I. INTRODUCTION

Invitation to Apply

The City of Oakland, Finance Department is pleased to announce the new Direct Community Grants program. This annual grant program is designed to address funding barriers and continue the City's long history of supporting community-based organizations (CBOs) serving Oakland residents most impacted by racial disparities. The Direct Community Grants Program aims to provide resources to Oakland's underserved communities disproportionately affected by social, economic, and environmental challenges by funding support programs and services in these communities.

Through this grant program, the City recognizes the collective responsibility to advance racial equity by investing in community organizations proactively working to advance racial equity by:

1. Funding organizations that serve communities impacted by racial disparities;
2. Funding organizations that engage and inform members of these communities on how to access its programs and services; and
3. Funding organizations that demonstrate the removal of racial barriers so members of these communities can be empowered to access programs and services and better their lives.

This Request For Proposal (RFP) is being issued to ensure a fair, equitable process, increase grant awarding fairness, and expand the opportunity for any interested organization, especially small, local non-profits to seek grant funding from the City of Oakland to serve Oakland's residents by those who know Oakland best.

Community-based organizations serving Oakland residents impacted by racial disparities identified in the [2018 Equity Indicators Report](#) and the [Geographic Equity Toolbox](#) and who serve communities with a history of lack of access to funding opportunities are highly encouraged to reply to this RFP.

Oakland's Mayor and City Council proudly supports advancing racial equity in Oakland's underserved communities disproportionately affected by social, economic, and environmental challenges. It is the intent of this program to empower the community-based organizations who support the mission to mitigate racial inequities by granting awards to the organizations that assist in the flourishing and overall well-being of these communities.

We look forward to reviewing your proposal.

II. IMPORTANT DATES

Due Date:

- Wednesday, March 1, 2023 – 5:00 P.M. (Pacific)

Voluntary Meetings:

Virtual Pre-Proposal Meetings:

- Tuesday, January 24, 2023, at 9:00 – 10:00 A.M. (Pacific)
- Friday, January 27, 2023, at 12:00 – 1:00 P.M. (Pacific)
- Via Zoom at <https://us06web.zoom.us/j/84198340941>
 - a. Webinar ID: 841 9834 0941

In-Person Pre-Proposal Workshops:

- Tuesday, January 31, 2023, at 9:00 A.M. – 1:00 P.M. (Pacific)
- Monday, February 13, 2023, at 9:00 A.M. – 1:00 P.M. (Pacific)
- 150 Frank H. Ogawa Plaza,
2nd Floor, Classroom #1
Oakland, CA 94612

Deadline for Questions:

- February 16, 2023, at 5:00 P.M. by email to the Project Managers
 - Brittany Hines, bhines@oaklandca.gov
 - Tiffany Kirkpatrick, tkirkpatrick@oaklandca.gov

Project Managers Contact Information

The following City staff are available to answer questions regarding this RFP.

- Project Managers:
 - Brittany Hines, bhines@oaklandca.gov, (510) 238-7078
 - Tiffany Kirkpatrick, tkirkpatrick@oaklandca.gov, (510) 238-2366
- Contract Administrative Analyst:
 - Carmen Rotaru, crotaru@oaklandca.gov, (510) 238-2139
- Contract Compliance Officer:
 - Vivian Inman, vinman@oaklandca.gov, (510) 238-6261

Proposal requirements will be discussed at the pre-proposal meetings and workshops. Discussions will include, but not be limited to: Equal Benefits for Registered Domestic Partners, Campaign Contribution, Post-project Contractor Evaluation, Prompt Payment, Arizona Boycott, Dispute Disclosure, Living Wage, Minimum Wage, Border Wall Prohibition, Sanctuary City Contracting, and Investment Ordinance.

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Tentative Schedule

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

- Distribution of RFP January 13, 2023
- Pre-proposal Meeting January 18, 2023
- Pre-proposal Workshops*
 - January 20, 2023
 - January 31, 2023
 - February 13, 2023
- Submission of RFP March 1, 2023
- Evaluation of Proposals April 15, 2023
- Ranking List Established April 15, 2023
- Mayor’s Budget Released May 1, 2023
- City Council Budget Released June 1, 2023
- Biennial Budget Adopted June 30, 2023
- Grant Award Resolution Adopted July 30, 2023
- Grant Agreement Negotiated August 30, 2023
- Grant Agreement Executed September 1-30, 2023

*The pre-proposal workshops will contain a break-out session to cover accessing iSupplier and how to obtain the NPL/SLBE certification.

Free copies of the RFP documents and Addenda are available in iSupplier. If a hard copy is needed, please email Brittany Hines, bhines@oaklandca.gov for assistance.

III. SUBMITTAL REQUIREMENTS

iSupplier Information

Contractors who wish to participate in the RFP process are required to register in iSupplier to receive addenda, updates, announcements, and notifications of this and future -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.

Proposal Submittal Deadline:

Proposals must be submitted electronically in the iSupplier portal by the deadline on **Wednesday, March 1, 2023, at 5:00 P.M.** Therefore, please allow ample time to log in, create a response, and upload your proposal well in advance of the 5:00 P.M. deadline.

ISUPPLIER WILL NOT ALLOW LATE SUBMITTALS

PROPOSALS SUBMITTED BY EMAIL OR OUTSIDE OF ISUPPLIER WILL NOT BE ACCEPTED.

iSupplier Registration/Login:

- New registrants can email isupplier@oaklandca.gov for registration instructions. Please allow three to five (3-5) business days for approval to access bid documents through iSupplier.
- iSupplier web link: <https://www.oaklandca.gov/services/register-with-isupplier>
- For further information and detailed iSupplier registration instructions, please visit the iSupplier link at <https://www.oaklandca.gov/services/register-with-isupplier>.

iSupplier Questions and General Information:

- Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav or refer to the iSupplier User Guide: <https://www.oaklandca.gov/documents/isupplier-user-guides>
- iSupplier Plan Holders List:
 - <https://www.oaklandca.gov/services/active-closed-opportunities>

IV. PROPOSAL REQUIRED ELEMENTS AND FORMAT

A. Proposal Requirements

Unlike a traditional RFP where the City outlines the scope of work, this RFP allows for the prospective Grantee to determine what program or service will be provided and the details of the scope of work. Organizations are to develop and submit a proposal that clearly explains the proposed grant project, the scope of services, demonstrate the need of the grant project, explain how the project expands the City's equity goals, and how the project aligns with City Council priorities. The proposal shall not exceed 25 pages (front and back) in 12-point font.

Alignment with Citywide and City Council Priorities

- Affordable Housing & Homelessness Solutions
- Public Safety & Violence Prevention
- Good Jobs and Vibrant Economy
- Clean, Healthy, and Sustainable Neighborhoods
- Holistic Community Safety
- Housing, Economic & Cultural Security
- Vibrant, Sustainable Infrastructure
- Responsive, Trustworthy Government

The Citywide and City Council priorities can be viewed at the website as follows:

<https://stories.opengov.com/oaklandca/published/fnVpiJdWS>

Advancement of Racial Equity

Equity means all people have full and equal access to opportunities that enable them to attain their full potential.

- Location/Priority Neighborhood
- Economic Opportunity
- Racial Groups/Demographics
- Health & Safety
- Other

For more information regarding Oakland's racial equity efforts and resources, please visit the website as follows:

<https://www.oaklandca.gov/departments/race-and-equity>

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To be considered fully responsive to this RFP, the proposal must include the following sections:

1. Cover Page

The proposals cover page must include the following:

- a. Title of the RFP (Direct Community Grants),
- b. Submittal Due Date and Time,
- c. Organization Name and Primary Contact, and
- d. Requested Funding Amount.

2. Transmittal Letter

- a. Proposals must include a transmittal letter, formally addressed to the Mayor and Oakland City Council and signed by an officer of the organization. In the case of a joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
- b. Introduce your organization(s), describe the organization's mission, and introduce the grant project name.
- c. Briefly describe the grant project and how the grant will assist in accomplishing your organization's mission, state clearly the positive equitable impact the grant project will accomplish and identify which Citywide or City Council priority the project aligns with.
- d. Please address the transmittal letter to:

Honorable Mayor Sheng Thao
Honorable Oakland City Council
1 Frank Ogawa Plaza, City Hall 3rd Floor
Oakland, California, 94612

Please do not submit proposals to this address or forward proposals to this address as paper proposals will not be accepted outside of the iSupplier website.

3. Project Concept

- a. Executive Summary: Present your concept of the program or service your organization proposes to provide and purpose of the grant request. Indicate your approach, understanding of the critical project elements, and why your organization is the best fit to provide this service.

- b. Project Details and Approach: Describe in detail the following information:
 - i. How the program or service will operate and positively impact Oakland residents.
 - ii. What need or issue the project will address for Oakland residents.
 - iii. Identify clients/customers benefitting from this project. Include demographic information.
 - iv. Identify the project service area (i.e., address(s) and/or district number).
 - v. How this project advances Oakland's equity goals by mitigating inequities.
 - vi. Which Citywide or City Council priority this project aligns with and how it advances those priorities.
 - vii. How the success of the project can be measured. How you plan to capture the measurable data to support the anticipated results.

- c. Statement of Need/Funding Request:
 - i. Provide a brief history of the problem this project intends to address. (Images showing where/what the problem is are welcomed)
 - ii. Detail the need for and importance of the project
 - iii. Present the requested funding amount that can accomplish the project's goals for the period of July 1, 2023 – June 30, 2024
 - iv. Provide the lowest & highest acceptable amount to accomplish this program that can be fully spent from the period of July 1, 2023 - June 30, 2024
 - v. Detail the current funding sources for this project.
 - vi. Detail all funding (grant or other) received from the City of Oakland over the last 5 years.

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d. Conclusion:

- i. Summarize the full perspective of your organization, the grant project, the ability to implement, and alignment with Oakland priorities and equity goals.

4. Project Team

- a. In response to this RFP, the prime grantee shall be a non-profit community-based organization. If you have been certified as a local business enterprise (LBE), small local business enterprise (SLBE), local not for profit business enterprise (NPLBE) or small local not for profit business enterprise (NPSLBE), please submit a copy of the current certification. Submit a copy of current business license and date established in Oakland.
- b. Sub-grantee (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which grantees are Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), LBE, SLBE, NPLBE, and NPSLBE and submit a copy of the current certification and business license and date established in Oakland.

For information on how to become a certified SLBE, LBE, NPLBE, and/or NPSLBE, please contact Certification@oaklandca.gov.

5. Project Personnel

- a. Prime(s) Grantee: Provide a detailed resume of the proposed principal-in-charge, lead person, and/or the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s) grantee. Clearly identify relevant experience.
- b. Sub-Grantee: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of the sub-grantee for this project. Clearly identify relevant experience.

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6. Relevant Experience & References

- a. Describe experience(s) and number of years performing a similar program or services in Oakland or other California area. Include a brief description of the program or service provided, outcomes, and recommendations for enhancement of such project. If the team has worked collaboratively with another agency, please include a description of this work.
- b. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders including providing timely responses to requested information such as example expenditures.
- c. Prime and Sub Grantee(s): Provide three business related references each inclusive of reference name, company, address, telephone number and business relationship.
- d. Proposed Project Manager(s): Two business related references inclusive of reference name, company, address, telephone number and business relationship to project manager.

7. Project Estimated Costs

This section will help us understand the sustainability of your project. Please provide an overview and breakdown of your projected project expenditures. These expenditures may include:

- Staff and personnel (Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, etc.)
- Rent and utilities
- Equipment and supplies cost
- Indirect or overhead cost

The sample Schedule B – Grant Budget Template is provided as a guide and is available for your use. It is not required to use this template; however, a detailed list of the proposed project costs must be submitted.

B. Post-Grant Award Requirement

Summary Report – At or near the end of the grant period, the Grantee must provide a written report, with images, detailing the successes, challenges, and failures of the project. The written report should include the amount of unspent grant funding and be provided promptly to the Project Manager indicated in the grant agreement. 15% of the grant award will be held until this report is received and the successful completion of the grant project.

C. Proposal Validation

To be considered a responsive proposal, a proposal must have all of the required elements indicated in this RFP Submittals are validated using the following checklist:

- Cover Letter
- Transmittal Letter
- Project Concept
- Project Team
- Project Personnel
- Relevant Experience & References
- Project Estimated Costs
- Signed Addenda

V. Evaluation Of Proposals

The following sample of criteria and the points for each criterion, for a total of 115 points, may be used in evaluating and rating the proposals and is subject to change:

1) Relevant Experience25 points

- Past, recently completed, or on-going local community-based projects to substantiate experience.
- Prior experience on projects providing services similar to those described in the proposal and program and services outcomes.
- Prior experience on providing project utilizing grant funding and has familiarity with grant accounting requirements
- Prior experience and ability to work with City staff, community groups, and other stakeholders.

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- 2) Organizational Qualifications25 points
- Professional background and qualifications of team members and sub-grantees comprising the team.
 - Current capacity in workload, available staff, and resources to perform the services as proposed. Capacity and flexibility to meet deadlines, including any unexpected requests to provide information regarding the program or services performed.
 - Ability to manage resources responsibly, including currently established accounting of revenues and expenditures and cost control procedures. Ability to submit receipts of all grant expenditures upon request.
 - Ability to perform program or services by June 30, 2024.
- 3) Advances Racial Equity Within Oakland.....25 points
- Program or services mitigates inequities in one of the [priority neighborhoods or urban displacement areas](#).
 - Program or services mitigates inequities in one of the identified Racial Groups/Demographics outlined in the Equity Indicators Report.
 - Program or services mitigates inequities in one of the identified topic areas outlined in the [Equity Indicators Report](#).
 - Ability to produce results that increases the well-being of the participants with measurable data and are outlined clearly in the proposal.
- 4) Alignment with Citywide or Council Priorities.....15 points
- Program or services provided aligns with the City Council or Citywide priorities
- 5) Proposal Format & Contents10 points
- Proposal contains all of the required sections and is free of grammatical errors

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Preference Points (15 total potential points)

6) Oakland Based Headquarters.....5 Points

This preference is awarded to Community Based Organizations whose headquarters is based in Oakland.

Please list the full address of the headquarters of the Community Based Organization.

- Oakland Based = 5 points
- Non-Oakland Based = 0 points

7) Oakland Priority Service Area.....5 Points

This preference is awarded to Community Based Organizations whose overall services primarily serve Oakland residents.

Does the Community Based Organization provide programs and services primarily to Oakland residents?

- Yes, our organization primarily services Oakland residents = 5 points
- No, our organization does not primarily serve Oakland residents = 0 points

8) First Time Oakland Business Partner.....5 Points

This preference is awarded to Oakland Community Based Organizations who have not previously been awarded a grant award by the City.

Have you previously been awarded a grant agreement by the City of Oakland?

- No = 5 points
- Yes = 0 points

VI. 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 containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.
- To be considered a responsive proposal, a proposal must have all of the required elements indicated in this RFP.

There will be no opportunity for any party, firm or organization to protest the selection or rejection of any proposal. Final grant awards will be made by the City Council.

Interviews Of Short-Listed Firms*

Interviews of short-listed qualified candidates may be held in a public setting such as City Council or Committee meeting to discuss the proposal in detail. The candidate shall be available to present the grant project in detail and answer any questions from the public, staff, and/or City Council.

1. The candidates will be notified in writing. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
2. The presentation shall last no longer than 20 minutes. The candidates should be prepared to discuss at the interview their specific experience providing services like those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined) or hybrid, if permitted.

*The interviews of short-listed firm's section is subject to change.

VII. Contract Negotiations And Award

1. The completion of this evaluation process will result in the grantees being numerically ranked. The ranked list will be provided to the Mayor and City Council for selection of awarding a grant agreement during the biennial budget, at their own discretion. The grantee will be invited to participate in contract negotiations. Should the City and the grantee not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and return to City Council to request awarding the specified grant funds to an alternative grantee.
2. The grant award (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 15% of contract amount pending successful completion of work, required written report, and proof of all expenditures.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected grantee.
5. A sample City grant agreement is included in the RFP as referenced as **Attachment A** "[Sample Grant Agreement](#)". The selected grantee will be required to enter into a contract that contains similar terms and conditions as in the standard grant agreement. Please note that the City Attorney's Office does not to make any modifications to the standard agreement terms and provisions. Any exceptions to the grant agreement must be submitted with the proposal and noted as such.
6. Upon award the City will issue a Notice to proceed.
7. The selected grantee 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 grantee and its other members may be required to undergo an evaluation to demonstrate that the grantee uses recognized accounting and financial procedures.
8. **The Combined Grant Schedules must be submitted prior to the execution of the Grant Agreement. Grant Agreements will not be executed without the submission of all required contracting schedules.**

You may retrieve a copy of the Combined Grant Schedules and all other required contracting schedules at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or submit a request to the Department of Workplace and Employment Standards (DWES), or request a copy by email from isupplier@oaklandca.gov.

VIII. GENERAL INFORMATION

1. The successful Grantee(s) selected for these services 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. Grantee(s) understands and agrees to the following:
 - a. Preference Points – Preference points are awarded based on specified criteria indicated in *Section V Evaluation of Proposals*, that is proposed by the grantee during the competitive solicitation process.
 - b. Grantee(s) shall submit information concerning the ownership and workforce composition of the Grantee’s firm as well as its subcontractors and suppliers, by completing [Schedule E, Project Consultant Team Listing](#), which shall be submitted prior to the execution of the grant agreement. .
4. **The City’s Living Wage Ordinance**

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998).

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

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as [Declaration of Compliance – Living Wage Form](#) included as a part of the [Combined Grants Schedules](#); and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. **Minimum Compensation** – Said employees shall be paid an initial **hourly wage rate of \$16.14 with health benefits or \$18.53 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of

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Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.

- b. **Health Benefits** – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.39 per hour**. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. **Compensated Days Off** – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and (2) <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Grantee shall provide to all employees and to the Department of Workplace and Employment Standards (DWES) written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Department of Workplace and Employment Standards (DWES), on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll

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and related records for a period of four (4) years after expiration of the compliance period.

- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Department of Workplace and Employment Standards (DWES).

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 5, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater. For further information, please go to the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

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

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

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

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, please see the City of Oakland code of ordinances at the following link:

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

7. Prompt Payment Ordinance

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

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

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

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and

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pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

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

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

8. Non-Discrimination/Equal Employment Practices

- a. 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:
 - i. 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.
 - ii. 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-

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Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- iii. 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](#), included within the Combined Grants Schedules and attached hereto and incorporated herein.
 - iv. 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.
 - b. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, [Schedule F Exit Report and Affidavit](#), attached and incorporated herein and made a part of this Agreement.
9. All affirmative action efforts of Grantees are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Grantee 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 Grantee and his or her job title or function and the methodology used by Grantee to hire and/or contract with the individual or entity in question.
10. 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 Grantees 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.
11. In the recruitment of sub-Grantee, the City of Oakland requires all Grantee 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.

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12. In the use of such recruitment, hiring and retention of employees or sub- Grantees, the City of Oakland requires all Grantees to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

13. Arizona and Arizona-Based Businesses

Grantee 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.

Grantee acknowledges its duty to notify Department of Workplace and Employment Standards (DWES), 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.

14. Sanctuary City Contracting and Investment Ordinance

[Ordinance No. 13540 C.M.S](#) 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.

15. 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 construction of the a wall along any part of the United States – Mexico border.

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

16. Pending Dispute Disclosure Policy:

Grantees 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. Grantee agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Grantee’s request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

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17. 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 Grantee(s) 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, Grantee(s) must sign and date an Acknowledgment of [Campaign Contribution Limits Form](#).

18. Nuclear Free Zone Disclosure

Grantee represents, pursuant to the combined grants schedule form, Schedule P [Nuclear Free Zone Disclosure](#) that Grantee is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of the grant agreement, Grantee shall complete the [Combined Grants Schedules](#) form, attached hereto.

19. Sample Grant Agreement

This RFP is subject to the attached Sample Grant Agreement.

20. Insurance Requirements

The Grantee will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Grantee'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 Grantee 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 Grantee 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.

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Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as outlined in [Schedule Q, Insurance Requirements](#). 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, Department of Workplace and Employment Standards (DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

21. City Grantee Performance Evaluation

At the end of the project, the Project Manager may evaluate the Grantee’s Performance in accordance with the [City Contractor Performance Evaluation program](#).

22. 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.

23. 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.

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Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

- 24.** All responses to the RFQ become the property of the City.
- 25.** The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
- 26.** The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
- 27.** The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
- 28.** 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.
- 29.** The Contractor shall be required to comply with all applicable City programs and policies outlined in the [City Schedules and Policies](#) section of this RFP.
- 30.** 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>. The Contract Compliance Officer and/or City Attorney will notify Grantee of the required contracting schedules to execute the grant agreement.
- 31.** Addenda – Addenda are defined as an item of additional material added at the end of a document. After the pre-proposal meetings, and pre-proposal workshops, any edits or clarification of the RFP will be documented and uploaded to iSupplier. If an addendum is issued, please provide the signed addenda and submit it with proposal.
- 32.** Proprietary Information: All responses to the RFP become the property of the City of Oakland. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".

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- 33.** 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.
- 34.** 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.
- 35.** The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

END OF RFP

CITY POLICIES AND SCHEDULES

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

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

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

All schedules detailed below can be found on our website at:

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

Additional details are available on our website at:

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

Contracting Schedules

1. **Schedule B-1- (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.**
 - a. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
 - i. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
 - b. Prior to execution of this agreement and/or upon request, the contractor shall complete the **Schedule B-1** form and submit to the City.

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2. **Schedule C-1** - (Declaration of Compliance with the Americans with Disabilities Act) – **Applies to all agreements and is part of the “Combined Contract Schedules”**.
- a. 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.
 - i. You certify that you will comply with the Americans with Disabilities Act by:
 - ii. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor’s goods, services and facilities for people with disabilities;
 - iii. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - iv. 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;
 - v. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - vi. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - vii. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
 - viii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City.

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

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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.*
 - a. 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.

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

 - b. 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.

 - c. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.

 - d. Sub-Consultants (if used) or sub-grantees must be listed to include addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, LBE and 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.**
 - a. 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.

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6. **Schedule F – (Exit Report and Affidavit)** – **Applies to all agreements and is a “stand alone Schedule”.**
 - a. This Agreement is subject to the Exit Reporting and Affidavit form.
 - b. 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”.**
 - a. This Agreement is subject to the reporting of subcontractor progress payments monthly.

8. **Schedule K – (Pending Dispute Disclosure Policy)** – **Applies to all agreements and is part of the “Combined Contract Schedules”.**
 - a. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City.
 - b. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - i. The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - ii. Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

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- iii. The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - iv. Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - v. Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.
9. **Schedule M** – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements and is part of the “Combined Contract Schedules”**.
- a. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City.
10. **Schedule N** - (LWO - Living Wage Ordinance) – **Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”**.
- a. 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_CH2.28LIW_AOR.html#TOPTITLE).
 - b. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City.

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11. **Schedule N-1** - (EBO - Equal Benefits Ordinance) – **Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”**.
- a. 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_CH2.32EQBE_OR.html#TOPTITLE.
 - b. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City.
12. **Schedule O** – (City of Oakland Campaign Contribution Limits Form) - **Applies to all agreements and is a “stand alone Schedule” and must be submitted with proposal**.
- a. 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**.
13. **Schedule P** – (Nuclear Free Zone Disclosure) - **Applies to all agreements and is part of the “Combined Contract Schedules”**.
- a. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
 - b. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City.

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

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

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

- a. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form.
- b. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- c. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- d. The contractor herewith must list all subcontractors and suppliers with values more than one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

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- e. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.
16. **Schedule V** – (Affidavit of Non-Disciplinary or Investigatory Action) - **Applies to all agreements is part of the “Combined Contract Schedules”**.
- a. This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action.
17. **Schedule W** – (Border Wall Prohibition)- **Applies to all agreements and is a “stand alone Schedule” and must be submitted with proposal.**
- a. This Agreement is subject to the Ordinance No. 13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://oakland.legistar.com/View.ashx?M=F&ID=5673964&GUID=4FD2026E-0474-4CBA-B339-F1C6C2274430>

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

End of City Policies

IV. ATTACHMENTS

The list below details the contract schedules that are required to be submitted before the execution of the grant agreement.

Sample Grant Agreement

- a. https://cao-94612.s3.amazonaws.com/documents/Oakland-Grant-Agreement-Template_22_23.pdf

Sample Combined Grants Schedules

- b. <https://cao-94612.s3.amazonaws.com/documents/Combined-Grants-Schedules-2018B.pdf>

Other Contract Schedules

- c. Schedule E – Project Consultant Team
 - <https://cao-94612.s3.amazonaws.com/documents/Schedule-E-Project-Consultant-Team-Listing-012022.pdf>
- d. Schedule I - Sanctuary City Contracting And Investment Ordinance
 - <https://cao-94612.s3.amazonaws.com/documents/Schedule-I.pdf>
- e. Schedule O - Campaign Contribution Limits
 - <https://cao-94612.s3.amazonaws.com/documents/OAK023287.pdf>
- f. Schedule W - Border Wall Prohibition Form
 - <https://cao-94612.s3.amazonaws.com/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf>
- g. Schedule E-2 - Oakland Workforce Verification
 - <https://cao-94612.s3.amazonaws.com/documents/oak043692.pdf>
- h. Schedule Q - Insurance Requirements
 - <https://cao-94612.s3.amazonaws.com/documents/Schedule-Q-Standard-Contracts-rev-091219.pdf>

An interactive version of all schedule forms can be downloaded from the Contracts and Compliance website or request for a copy from Paula Peav at ppeav@oaklandca.gov or call 510-238-3190.

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>