



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033  
Oakland Parks and Recreation and Youth Development (510) 238-7275  
250 Frank H. Ogawa Plaza #3330 parksandrec@oaklandca.gov  
Oakland, CA 94612-2033 TDD (510) 615-5883

**CITY OF OAKLAND REQUEST FOR PROPOSAL ONE FIELD LEASE**

**PUBLISHED DATE**

**APRIL 7, 2025**

250 Frank H. Ogawa Plaza Suite 3330 Oakland, CA 94612

**ADDENDUM "A"**

Proposal Deadline Date: 4:00 p.m., Friday, May 30, 2025.

**REQUEST FOR PROPOSALS FOR THE LEASE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS  
"SOBRANTE Park" LOCATED AT 10800 Pueblo Drive OAKLAND, CA 94603**

The contact for this RFP is City of Oakland Assistant Capital Improvement Project Coordinator Quincy Williams, who can be reached at [QWilliams@Oaklandca.gov](mailto:QWilliams@Oaklandca.gov) or (510) 424-3371.

The City of Oakland ("City") invites proposals from qualified firms or individuals (hereafter referred to as "Proposers") to lease and maintain the City-owned real property commonly known as the "Sobrante Field" (referred to as the "Property"). The Property includes one (1) parcel (APN 45-5420-1-4) located at Oakland, CA 94603 ("Sobrante Field") as more particularly shown on the attached parcel map hereto as Exhibit A. The City is seeking proposals that will serve the needs of the local and regional community in the public's best interest and conformance with all applicable laws and all terms and conditions of the applicable grant deed for the Property (See Exhibit B). Suppose this Request for Proposals ("RFP") is awarded. In that case, leasing of the Property shall be pursuant to the City's lease agreement ("Lease") to be negotiated with the City and subject to the approval of the City of Oakland's City Council and Oakland Unified School District ("OUSD").

**A. BACKGROUND.** Quality athletic fields across Oakland are in high demand, and the impact of sport activities exceed City-wide maintenance capacity. To keep up with demand and expand on quality recreational facilities and services, the City of Oakland Parks, Recreation & Youth Development (OPRYD) department seeks qualified organizations to lease the underperforming athletic field in Oakland while preserving public access. To improve equitable access to recreational activities in historically marginalized and underserved communities, the City has selected Sobrante Field.

**B. TYPE OF PROPOSALS SOUGHT.** The City seeks proposals to lease and maintain the Property for activities, programs, and operations by OPRYD's objectives, zoning, and the Deed. Each proposal should reflect the City's goal to have an operator who provides a high level of service to the public while leasing the Property and who provides related activities, in a fiscally responsible manner, that preserve and improve the Property as a resource for the benefit of the community. Each Proposer, in preparing their proposal, should consider all laws and available industry guidelines as applicable to open space, liability considerations, site development permits, public health standards, recreational operations, Americans



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with Disabilities Act (“ADA”) access, [Introduction to the Americans with Disabilities Act | ADA.gov](#) and the highest standards of maintenance of all facilities and equipment.

The City will select a community-oriented partner to lease the specified athletic field, provide capital renovations, and maintain the facilities to a high standard. Although the lease of the facilities will allow for private programming, the City of Oakland Equity goals outlined in Oakland Municipal Code Section 2.29.170 will guide the agreement and require selected partners to prioritize all existing and future public city programs, immediate neighbors, and residents of Oakland to ensure inclusive and enhanced public access to the programming and quality athletic field facilities.

OPRYD sought input and guidance from neighbors, residents, and users to ensure the community’s access to and experience of recreational services are met and enhanced through this proposed lease process. Please note that there are existing groups using Sobrante Field. Please be cognizant of those groups' needs, and consultation with OPRYD regarding scheduling is strongly suggested.

**C. DEVELOPMENT/OPERATING PLAN.** Proposals must include a conceptual plan for the Property, along with any proposed changes or additions to the existing facilities on the Property. Proposals shall consist of, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of the existing and proposed capital improvements and/or significant equipment on the Property, including a development schedule, a description of any proposed demolition, and a projection of development and construction costs. Drawings do not need to be detailed construction drawings. Still, they should be drawn to a consistent scale in sufficient detail to clearly show all proposed improvements and facility’s types, dimensions, and locations.
2. A program plan describing the planned programs and activities and/or services for the Property, including hours of operation and proposed fees and charges, subject to the City of Oakland’s Master Fee Schedule, as may be adjusted by the Oakland City Council or OUSD. Please include types of users (i.e., City of Oakland Residents vs. Non-Residents, Resident Recreation Teams vs. Non-Resident Recreation Teams, Resident Club vs. Non-Resident Club Team Pricing, etc.).
3. A proposed term of the Lease as detailed in Section D. Proposal Elements and Additional Lease Agreement Provisions.
4. A financial proforma to support the plan.
5. A report detailing the projected economic impact of the proposal. Please include the estimated number of events at Sobrante Field. OPRYD will retain the right to cap events at each location.

All aspects of the Development/Operating Plan, including proposed uses, improvements, and demolition, must be consistent with the future Agreement and are subject to approval by the City. All



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building improvements/additions must also include a minimum of 100 square feet of OPRYD office space at no cost to the City.

The selected Proposer must provide the necessary trade fixtures and equipment needed to accommodate the level of service to be provided under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer until the end of the Lease.

**D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE AGREEMENT PROVISIONS.** The City anticipates entering into the City's Lease Agreement with the selected Proposer (sometimes referred to as "Lessee" in the following provisions) to memorialize in detail the elements of the chosen proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion:

**1. Uses.** The Property shall be used for programs, activities, operations, and services as described in the successful proposal and incidental purposes as approved in advance by the City, in conformance with the Deed and the Agreement.

**2. Premises.** The Premises is depicted on the "Site Plan" attached hereto as Exhibit D and incorporated herein. The term "Property," as used in this Lease, shall mean (i) the Building and the Common Area, (as defined in Section 6), (ii) the land (which is improved with landscaping and other improvements) upon which the Building and the Common Area, are located, and (iii) at City's discretion, any additional real property, areas, land, buildings or other improvements added thereto.

**3. Term.** The Proposer must justify the proposed term based on capital investment in improvements, equipment, facilities, and promoting the Property to the general public. Preferred term of ten (10) years. Longer terms may be available depending on the proposal and/or capital improvements proposed.

**4. Minimum Rent.** The Lessee shall pay Rent within thirty (30) days after the effective date of the Lease, and thereafter on a monthly basis. The annual minimum Rent shall be adjusted upward by no less than three percent (3%) annually.

**5. Delinquent Rent.** If the Lessee fails to pay all or any part of the Rent or any other rent when due, the Lessee shall pay, in addition to the unpaid amount, five percent (5%) of the unpaid amount. If the Rent is still unpaid at the end of fifteen (15) days, the Lessee shall pay an additional five percent (5%) of the unpaid amount for a total of ten percent (10%), which is hereby mutually agreed by the parties to be appropriate to compensate the City for loss resulting from the delinquency, including lost interest, lost opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payment of Rent be less than Twenty-Five Dollars (\$25) each time. In no event shall any penalties or default interest rates charged to the Lessee exceed the amount permitted



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under applicable law. After thirty (30) days past due, unpaid amounts due the City under the Lease may be referred to the City Controller's Office for collection. as may be amended from time to time. The Lessee shall pay to the City any collection-referral fee and all other fees and charges plus interest as may then be charged by the City Controller's Office under authority of the Oakland Municipal Code. Acceptance of late charges and any portion of the late payment by the City shall neither constitute a waiver of the Lessee's breach or default concerning the late payment nor prevent the City from exercising any other rights and remedies available at law or in equity. As required by law, the Lessee is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due the City are not paid when due.

**6. Unauthorized Use Charge.** The Lessee will pay the City one hundred percent (100%) of the gross receipts for any service or use that is not permitted by the Lease. This payment is subject to the due date provided in the Lease for rental fees and the provision for delinquent rent. The existence of the one hundred percent (100%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any City rights to terminate a service or use or to default Lessee for participating in or allowing any unauthorized use of the Property.

**7. Time and Place of Payment.** All payments to be paid by the Lessee under the Lease shall be made payable to the "City of Oakland" and be mailed to:

Oakland Parks, Recreation & Youth Development  
Attention: Farhana Tabassoom  
250 Frank H. Ogawa Plaza  
Suite 3330  
Oakland, California 94612

The City may change the place of payment at any time upon thirty (30) days' written notice to the Lessee.

Mailed payments are deemed paid upon the date they are postmarked by the postal authorities. If postmarks are illegible, the payment is deemed received only upon actual receipt.

**8. Records.** The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review at reasonable times to determine the nature and amounts of income from the activities on the Property. The city may periodically audit the records.

**9. Right to Assign and Sublet.** The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. Approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved who is not at least comparable to the original selected operator in financial and professional capabilities to operate the Property, as determined by the City.



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**10. Easements and Reservations.**

a. City hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Property. Lessee agrees that, upon termination of this agreement, it will leave any wells developed or used on the Property during the term of the Lease in good order and condition and that the casing shall be left in place.

b. City reserves the right to grant and use easements or establish and use rights-of-way over, under, along and across the Property for utilities, thoroughfares, or access as it deems advisable for the public good.

c. City has the right to enter the Property to make repairs to or develop municipal resources and services.

**11. Compliance with Laws.** At its own cost, the selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations, now in effect or later, regarding all aspects of the Lease and activities at the Property.

**12. Competent Management.** Throughout the lease agreement term, Lessee shall provide competent management of the leased Property to the satisfaction of the City. For the purposes of this paragraph, “competent management” shall mean demonstrated ability to manage and operate the allowed use and related activities in a fiscally responsible manner.

**13. Noise Abatement.** Amplified sound, including air horns, shall be prohibited on the Property. Lessee shall use its reasonable best efforts to minimize noise on the Property during the early morning hours of all weekends, using such educational tools as meetings, signage, written notices to all users (including but not limited to all players, coaches, referees and sublessees), and by any other method that will result in the elimination of disturbance to the surrounding community.

**14. Public Access Regulations.** The general public shall have access to the Premises for the uses allowed under this Lease during Lessee’s hours of operation. The general public shall not be wholly or permanently excluded from any portion of the Premises. Lessee may apply reasonable restrictions, on a nondiscriminatory basis, for the general public’s use of the Premises consistent with the allowed uses. The Lessee shall comply with the following, and all in conformity with the Deed and the EBRPD agreement:

- a. The leasehold areas (shown in yellow & green on Exhibit “D”) shall be open to the public during daylight hours for passive uses (i.e. spectating, walking, hiking or parking, etc.), which do not interfere with the use of the leasehold by Lessee for maintenance, planting, watering, or other normal operations of the Lessee. The Lessee may reasonably direct the public to designated areas to provide a safety buffer between the public and the operations of the Lessee.



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- b. EBRPD's public trail (shown in green on Exhibit "D") shall remain open to the public during daylight hours.
- c. Visible signage must be created and installed on the southern fence line to advise the public that the Public Trail on the Property is open only during daylight hours.
- d. Public access to the Property and the public trail shall be prohibited after daylight hours.
- e. Motorized vehicles shall be allowed only where designated or directed by the Lessee.
- f. Due to safety considerations, certain areas of the Property must necessarily be limited to use by the Lessee, its agents, and its invitees only. The public should not be permitted in hazardous areas without prior authorization from the Lessee.
- g. Notwithstanding any of the above, the Lessee may restrict public access to the playing fields ("Fields") (shown in blue on Exhibit "D") during certain special events (i.e., charity fundraisers sponsored by the Lessee, charity fundraisers sponsored by groups other than the Lessee, tournaments, sports events, etc.). Such restrictions may be necessary in order to ensure that only ticketed spectators are allowed to attend special events.
- h. No animals, with the exception of guide dogs, shall be allowed on the Property without prior authorization from the Lessee.
- i. The areas designated for particular uses on the color-coded site plan attached hereto as Exhibit "D" may be subject to change.

**15. Special Provisions.**

- a. No vehicles shall be allowed to park on the Properties or at any entrance to the Property before 5:00 a.m.
- b. No construction or maintenance activity shall be allowed on the Properties before 8:00 a.m. or otherwise in violation of the Oakland Municipal Code.
- c. No large maintenance vehicles or machinery shall be used or operated on the Property before 8:00 a.m.
- d. Depending on the type of concession/food purveyor, as determined by the City, certain concessions/food purveyors must be located at the northwest corner or the southwest corner of the Property.
- e. All organized users of the Property shall be notified that any use of the Property is at the discretion of and subject to reasonable conditions imposed by the City and that no future use is implied or guaranteed.

**16. Utilities.** The selected Proposer may order and install utilities, subject to obtaining all necessary approvals and permits. In any event, the selected Proposer shall order, receive, and



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pay for all utilities, services, and installation charges in connection with the Property, subject to City review and approval.

**17. Hazardous Substances.** The Lessee shall not allow the illegal installation, storage, utilization, generation, sale, or release of a Hazardous Substance or otherwise regulated substance in, on, under, or from the Property. Lessee and Lessee's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Property without City's prior written consent. The Lessee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including, without limitation, the Oakland County Department of Environmental Health, local fire agencies, the Oakland County Department of Weights and Measures, the Oakland County Air Pollution Control District, and the Oakland Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device that holds or incorporates a Hazardous Substance or hazardous waste.

a. Release. A "release" shall include, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a hazardous substance.

b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as hazardous, and all types of petroleum-related substances and their chemical constituents.

c. Remediation. Suppose Lessee's occupancy, use, development, maintenance or restoration of the Properties results in a release of a Hazardous Substance. In that case, Lessee shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Properties, and in accordance with all applicable laws, rules and regulations of governmental authorities.

d. Removal. If Lessee or Lessee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, Lessee and/or Lessee's contractor or agent shall remove all Hazardous Substances and hazardous wastes in any container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of this Lease. Upon City's request, Lessee shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. Lessee shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.

e. Indemnity. Lessee shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Lessee's



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occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Lessee's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

f. Notice of Release. If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises, Lessee shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The Lessee shall deliver a written report thereof to the City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Lessee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Lessee shall take all actions necessary to alleviate the danger. The Lessee shall immediately notify the City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

**18. Nondiscrimination.** The selected Proposer shall not discriminate against any person by race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in the use of the Property. The selected Proposer shall comply with the City's programs for equal employment opportunities. This program requires the selected Proposer to submit a Work Force Report (see attached Exhibit "E"), and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with Oakland Municipal Code Chapter 2.32 "Equal Benefits Ordinance", which requires lessees of City-owned Property to offer the same employment benefits to employees with spouses and employees with domestic partners. The selected Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.

**19. Insurance.** The selected Proposer shall be required to carry commercial general liability and Property damage insurance in accordance with the City's Schedule Q, attached here as Exhibit F.

**20. Taxes.** The selected Proposer must pay any and all taxes and assessments, including possessory interest taxes levied by reason of its possession, development, or use of the Properties.

**21. Default.** The City will reserve the right to terminate the Lease in the event of the selected Proposer's failure to pay any Rent within five (5) days of notice thereof or to cure any curable default or breach within thirty (30) days of notice thereof.



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**22. Permits and Licenses.** The selected Proposer will be required to obtain all necessary permits and licenses for the operations and activities on the Property, at the Proposer's sole cost and expense. By selecting a proposal or executing the Lease, neither the City nor the City's Council is obligating itself to the selected Proposer or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Properties. "Discretionary action" includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

**23. Non-responsibility.** The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.

**24. Improvements and Alterations.** All improvements, demolitions, or alterations to the Properties shall be in accordance with plans and specifications approved in advance by the City in writing and shall be at the sole cost and expense of the selected Proposer.

**25. Maintenance.** The Property is offered to be leased "as is," and all maintenance and repairs shall be the responsibility of the selected Proposer throughout the entire term of the Lease without expense to the City. The selected Proposer shall maintain the Property and all improvements thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City, and in compliance with all applicable laws. The selected Proposer, at its sole cost and expense, shall be responsible for the maintenance and Property for the entire term of the Lease.

**26. Ownership of Improvements.** All improvements, except trade fixtures, installed on the Property during the term of the Lease shall become the Property of the City, at the City's option, upon termination or expiration of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. The selected Proposer must remove all trade fixtures and personal property upon termination or expiration without cost to the City or damage to the Property.

**27. Hours of Operation.** A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. Lessee will submit ninety (90) days prior to the end of each calendar year a schedule of any events, promotions, fundraisers, and/or tournaments, to be held on the Property. All schedules shall be subject to approval by the City.

## **E. RESPONSIBILITIES OF PROPOSERS.**

1. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will



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be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements.

2. Each Proposer shall complete the Lessee's and Sublessee's Questionnaire and Credit Information Request forms in their entirety (see attached Exhibit "G" and Exhibit "H").

3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.

4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer, upon written notice to the City's Real Estate Assets Department.

**F. PROPOSAL CONTENTS.** All proposals must include as a minimum the information specified below. Failure to include the information shall be deemed a proposal non-responsive and result in its complete rejection. The inclusion of additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation, as further stated in Section J herein. The proposal submitted must be complete, and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation, and the City reserves the right to select based solely on the information contained in submitted proposals. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals. All materials submitted to the City become the Property of the City and may not be returned.

Each proposal **MUST** include the following items:

1. **Identification.** The complete identity, including social security number, address, daytime phone number, and current employment of the Proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.

2. **Summary of Experience.** A resume or summary of the Proposer's experience, which must include a minimum of three (3) years in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal. The names and contact information from a minimum of three (3) references who have had experience with Proposer during the past five (5) years. If the Proposer is not going to be involved in the day-to-day operations of the Properties, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the Properties are qualified sufficiently to satisfy the requirements of this RFP.



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**3. Financial Statements.** Current financial statements audited or prepared by a Certified Public Accountant, or tax returns for the preceding three years are required. Each Proposer shall submit a full and detailed statement of their true financial condition as of April 1, 2023, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Properties, and its source and terms of repayment, must be included in the financial statement.

**4. Development/Operating Plan.** The proposal must include a Development/Operating Plan, as detailed in Section C of this RFP.

**5. Proposed Term.** Proposed term of the Lease and the justification therefore in terms of the amount of investment.

**6. Rental Offer.** Rent to be offered as a guaranteed annual minimum rent and percentage rents by category to the City through the term of the Lease.

**G. NONCONFORMING PROPOSALS.** Proposers requesting deviations from the provisions of this RFP should specifically address the requested changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

**H. PRE-PROPOSAL INSPECTION.** To give prospective Proposers an opportunity to view the site and conditions thereon, a pre-proposal inspection of the Property will be scheduled. It is MANDATORY that all Proposers attend one of the two available inspections listed below.

**Dates of Pre-Proposal Inspections:**

Tuesday, April 15, 2025, Time: 2:00 pm – 4:00 pm. Sobrante Field

Friday, April 18, 2025, Time: 10:00 am to Noon. Sobrante Field.

**Place:** Sobrante Field –Oakland, CA.

**Contact:** Please contact Quincy Williams at [QWilliams@Oaklandca.gov](mailto:QWilliams@Oaklandca.gov) or (510) 424-3371 if you have questions.

**I. PROPOSAL SUBMISSION.**

**1. Due Date:** Proposals must be submitted electronically at [QWilliams@Oaklandca.gov](mailto:QWilliams@Oaklandca.gov) no later than 4:00 p.m. on Friday, May 30, 2025. Proposals received after that time will not be considered.

**2. Place of Delivery:** Electronic submittal is required. [QWilliams@Oaklandca.gov](mailto:QWilliams@Oaklandca.gov).



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**3. Additional Information:** All materials submitted by Proposers become the Properties of the City and may not be returned, with the exception of financial information as stated below. Financial documents, if clearly labeled “Financial Material/Confidential” and upon request, will be removed from each proposal and returned to the Proposer upon completion of the City's review.

**5. Contact Person:** Assistant Capital Improvement Projects Coordinator Quincy Williams is point of contact. He can be reached at [QWilliams@Oaklandca.gov](mailto:QWilliams@Oaklandca.gov). Phone – (510) 424-3371 between 9:00 a.m. and 5:00 p.m., Monday through Friday.

**J. PROPOSAL EVALUATION AND SELECTION.** The City reserves the right to award this RFP and the prospect of the Lease to the proposal that will provide the best value to the City, given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the bidding process.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff and, if necessary, other persons selected by the City.

**In Step One**, the committee will evaluate all responsive proposals based upon the information and materials contained in the proposals as submitted. The committee will then evaluate and score all responsive proposals based on the evaluation criteria indicated below. The highest-scored proposals shall then be deemed finalists; if necessary, the City reserves the right to expand the number of finalists in the event of ties. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals received.

**In Step Two**, if after review of proposals, the committee is satisfied that the top proposal is sufficient for recommendation, the proposers will be required to complete an in-person interview. After the in-person interview, City Staff will select winning proposer. That Proposer will be recommended to the City Council and OUSD for award. The recommended Proposer may then be required to appear before the City Council and OUSD for award of the Lease. Please note, the award of this RFP is contingent on approval by OUSD. Selection of the proposal to be recommended to the City Council and OUSD for award of the Lease will be based on the evaluation criteria listed below:

**1. Responsiveness (Maximum 25 points):** The extent to which a proposal clearly addresses the elements of this RFP, including: the overall quality, attractiveness, and thoroughness of the proposal; a complete and detailed explanation of how the Proposer will meet the minimum requirements of the RFP; and understanding the needs, goals and objectives of the City, the Deed, the Agreement, while providing the highest and best use of the Properties.

**2. Attractiveness of Rental Offer and Financial Projections (Maximum 20 points):** The City will give consideration to the amount of rent offered by the Proposer and the overall financial



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benefit of the proposal to the City. The proposal must provide a detailed break-even analysis setting forth the point at which the Proposer will generate enough income to cover its expenses and begin generating an income. The proposal will be reviewed based on the attractiveness of and demonstrated ability to achieve the revenue projections for the proposed term of the Lease and the likelihood of exceeding the breakeven point.

**3. Professional Experience and Qualifications (Maximum 20 points):** The extent to which a Proposer demonstrates, among other things, the following: experience in successfully managing an operation of the type contemplated in this RFP and the proposal; understanding of public safety with respect to the Properties and ability to implement the components of the proposal. The Proposer should have at a minimum three (3) years experience in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal.

**4. Financial Capability (Maximum 25 points):** The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Properties in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Properties; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Properties.

**5. Community/Public Service (Maximum 10 points):** The proposal will be evaluated based on the Proposer’s overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the RFP.

**6. Collaboration (Maximum 20 points):** If proposer provides documentation that it will collaborate/partner with an organization that serves City of Oakland residents in underserved, economically depressed areas.

**Total Points: 120**

**K. ADDITIONAL INFORMATION FROM PROPOSERS.** Proposers shall include a response to the following in their proposal(s): Has the Proposer received a negative performance evaluation (i.e., where the entity with whom the Proposer has a contract (the “contracting entity”) notes that Proposer’s performance is below the standards set forth in a contract or commercially acceptable standards), a cure notice, show cause notice, suspension of progress payments, or letters of direction (hereinafter collectively referred to as a “Contract Deficiency”) on an agreement for developing, managing and/or operating an establishment in the nature of that contained in the proposal in the last five (5) years? Yes/No: \_\_\_\_\_. If “no,” no further response is required. If “yes,” Proposer shall in its proposal provide response to the following:

For each such Contract Deficiency during the last five (5) years, provide the name of the contracting entity, the contracting entity’s contractor administrator, the contract administrator’s entity’s telephone



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number and address, a description of the Contract Deficiency, the time period at issue (i.e., the term of the contract, and each date in which a contract deficiency occurred and resolved, and how Proposer and contracting entity resolved each Contract Deficiency (i.e., what steps or measures were taken by Proposer to address or correct the negative performance evaluation, notice, or action, and whether the Contract Deficiency resulted in termination in whole or in part of the subject contract.

In addition, the City reserves the right to request information from Proposers beyond that specified in this RFP. As stated above, Proposers may be requested to physically appear before an evaluation committee but will not be obligated to do so.

**L. INCURRED COSTS.** The City is not responsible for any costs, expenses, or burdens incurred by Proposers in preparing and submitting proposals.

**M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC.** All proposals and all contents thereof received shall be considered confidential until the City's OPYRD recommends a proposal to the City Council and OUSD, at which time all proposals and all contents thereof shall become public information and available to the public for review. Notwithstanding the foregoing, all financial statement portions of all proposals, if clearly marked "Financial Material/Confidential" by Proposer, shall be permanently considered confidential and, therefore, not available for public review.

**N. CITY RIGHT TO REJECT.** Notwithstanding any other provision of this RFP, the City reserves the right to reject all offers and proposals regarding this RFP and the Properties, including those submitted by the Proposers who have any outstanding debt with the City.

**O. QUALIFICATION OF PROPOSAL.** THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL AND OUSD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL AND OUSD.

**P. NON-DISCRIMINATION NOTICE.** It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

**Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM.** Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements shall result in rejection of the proposal by the City and may result in debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:



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**1. Equal Opportunity Contracting.** Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (Oakland Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk. Proposer and all of its subcontractors are individually responsible to abide by its contents. Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff. Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law. Proposer shall submit a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan, as required by Section 22.2705 of the Oakland Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of the Work Force Report is attached as Exhibit "E".

**2. Equal Benefits.** Proposer shall comply with Oakland Municipal Code sections 22.4301-22.4308, which require lessees of City-owned Properties to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease and shall submit a current Equal Benefits Ordinance Certification of Compliance (see attached Exhibit "I").

**3. Local Business and Employment.** Proposer acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

**R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT.** All good faith deposits will be returned to unsuccessful Proposer(s) within thirty (30) days of final City Council approval of the selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from Lease negotiations, the deposit shall be forfeited to the City.

**S. ASBESTOS DISCLOSURE.** Portions of certain structures on the Properties may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Properties.



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**T. REAL ESTATE BROKER'S COMMISSION.** The City will not pay a brokerage commission in this RFP.

**U. SCHEDULE OF EXHIBITS.**

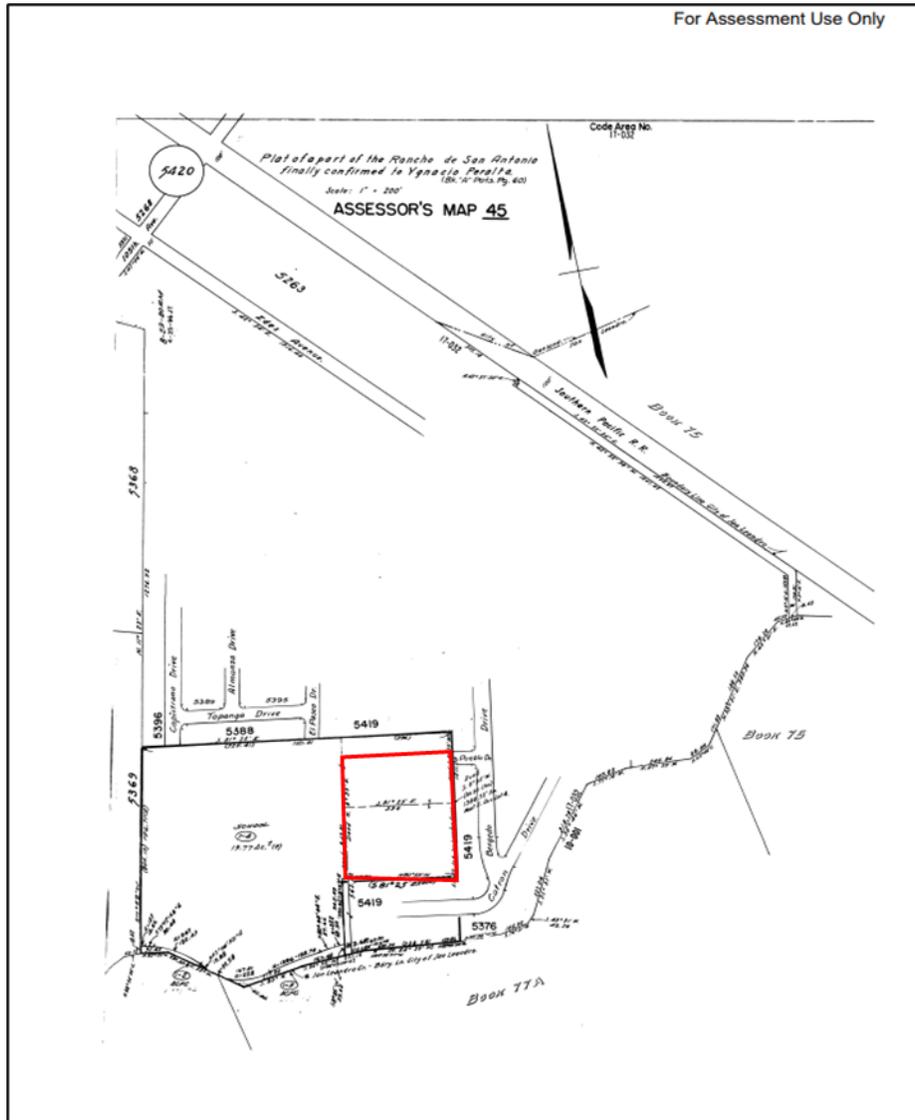
1. Exhibit "A" – Parcel Map
2. Exhibit "B" – OUSD Lease & First Amendment
3. Exhibit "C" – OUSD Approval Letter
4. Exhibit "D" – Site Plan
5. Exhibit "E" – Annual Report
6. Exhibit "F" – Schedule Q
7. Exhibit "G" – Lessee's and Sublessee's Questionnaire
8. Exhibit "H" – Credit Information Request
9. Exhibit "I" – Equal Benefits Ordinance Certification of Compliance



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**EXHIBIT A  
PROPERTY PARCEL MAP**



■ Approximate Park Area



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**EXHIBIT B**  
**LEASE AGREEMENT & FIRST AMENDMENT WITH OUSD**

**(To Be Added)**



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**EXHIBIT C**  
**OUSD APPROVAL LETTER**

“The execution of this Request for Proposal (RFP) is pending Oakland Unified School District (OUSD) Board of Education approval”.

Based on preliminary discussions that Real Estate has conducted with OUSD, they are on board with our concept.



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**EXHIBIT E**  
**ANNUAL REPORT**

OPRYD Staff member will provide template for reporting of beneficiaries served by this program prior to end of 1<sup>st</sup> year. This report will be submitted to OPRYD within 90 days after the end of each year.



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**EXHIBIT F**  
**SCHEDULE Q INSURANCE**  
SCHEDULE Q, INSURANCE REQUIREMENTS

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



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- 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD, appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claim - made form:
    - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
    - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
    - c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended-period coverage for a minimum of three (3) years after completion of work.
  - v. Contractor's Pollution Liability Insurance: If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$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, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or



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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 a client's property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

b. Terms Conditions and Endorsements

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

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

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



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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

# CITY OF OAKLAND



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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



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**EXHIBIT G**  
**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE**

**TO BE PROVIDED SEPARATELY**





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**EXHIBIT I**

**EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

**THE CITY OF OAKLAND'S EQUAL BENEFITS ORDINANCE (EBO) REQUIRES THAT CONTRACTORS DOING BUSINESS WITH THE CITY PROVIDE EQUAL BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS AND SPOUSES. TO COMPLY, BUSINESSES MUST SUBMIT AN EQUAL BENEFITS ORDINANCE CERTIFICATE OF COMPLIANCE.**

**YOU CAN FIND THE NECESSARY FORMS AND ADDITIONAL INFORMATION ON THE CITY OF OAKLAND'S OFFICIAL WEBSITE. [City of Oakland | Schedules, Contracts, and Compliance Forms \(oaklandca.gov\)](http://www.oaklandca.gov) OR IF YOU NEED A SAMPLE CERTIFICATE OR FURTHER GUIDANCE,**