

**CITY OF OAKLAND  
FINANCE AND MANAGEMENT AGENCY  
RISK MANAGEMENT DIVISION  
REQUEST FOR PROPOSAL  
FOR PROVISION OF OCCUPATIONAL MEDICAL SERVICES**

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## **SECTION 1 - PROJECT DESCRIPTION**

The City of Oakland is requesting proposals from qualified Medical Services Providers (MSP) in the areas of Occupational Medical Services. ***Respondents must demonstrate the ability to comply with the City's Professional Services Program goals and Living Wage Ordinance.***

The City's goal is to establish a two-year contractual relationship with the successful respondent(s). The period of this contract will be from July 1, 2007 to June 30, 2009. The City of Oakland, may at its option, extend the contract for three additional two-year terms, with a maximum contractual relationship of eight-years. The Risk Management Division is responsible for the overall administration of the contract for the requested services and the Request for Proposals (RFP) process.

All interested parties are encouraged to carefully review the RFP submission requirements information contained in this document. **Omission or non-conformance of any terms, conditions or requirements may result in disqualification.**

## **SECTION 2 - UNIVERSAL TERMS AND CONDITIONS**

While the entire scope of the Medical Services Provider's responsibilities will be subject to negotiation, all respondents must accept the following universal terms, conditions and obligations:

- A. The MSP will be responsible for ensuring that all submitted materials are consistent with the requirements set forth within the RFP;
- B. The MSP must provide evidence of their availability to provide the full extent of services requested in this RFP on a daily basis;
- C. The MSP will be responsible for compliance with the City of Oakland's business and employment programs and wage requirements. The MSPs responding to the RFP ***must*** be knowledgeable of the City of Oakland Professional/Specialized Services Program, demonstrate ability to comply with all the goals and requirements of this program, and complete and return the required forms specified in the section of this document discussing **RFP Submission Requirements**.

Additional copies of the programs, ordinances, resolutions and goals will be forwarded to MSPs upon request. Questions regarding the City of Oakland Equal Benefits and Living Wage Ordinance should be directed to:

Vivian Inman  
Contract Compliance Officer  
City of Oakland  
250 Frank H. Ogawa Plaza, Suite 3341  
Oakland, CA 94612  
(510) 238-6270

### **Local Business Enterprise/Small Local Business Enterprise (L/SLBE) Program.**

City of Oakland Local and Small Business Enterprise Program is waived on this project. Under the current policy, the awarding authority requested an availability analysis because there was reason to believe that the availability of certified firms would not be sufficient to satisfy the 20% L/SLBE requirement. The City's database of certified firms does not contain, at least, three firms listing the specialty of occupational medical services.

For tracking purposes, it is necessary that the prime respondent continues to show the percentage and dollar amount of MBE/WBE participation on all sub-consultants listing.

In accordance with City Policy, all respondents will be required to provide data regarding the racial, ethnic, and gender makeup of listed sub-respondents and must be prepared to provide documentation which demonstrates the methodology used by the

respondents to select all sub-respondents. Failure to submit the required information may result in a finding that the respondent is non-responsive and will result in rejection of proposal.

Furthermore, the City Administrator's Office will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination based on racial, ethnicity or gender, and will make periodic reports to the City council concerning such utilization. The City will report any discrimination in City Contracts to the appropriate Federal and State agencies, and will take action against respondents that are found to be engaging in discriminatory acts or practices up to and including termination or debarment.

The contract for this project is subject to the Living Wage Ordinance (No. 12050 C.M.S.) of the Oakland Municipal Code and its implementing regulations. The Ordinance requires that, unless specific exceptions apply or a waiver is granted, all service contractors who receive contracts for (\$25,000) or more in any twelve month period and/or is recipient of City financial assistance of (\$100,000) or more in any twelve month period shall provide payment of a minimum level of compensation to employees who perform services under or related to the contracted project or program of (\$10.07) per hour if health benefits of at least (\$1.25) per hour are offered, or (\$11.39) per hour if no health benefits are offered. Such rate shall be adjusted annually pursuant to the terms of the Ordinance. Schedule N describes the Living Wage Ordinance. Respondents shall contact Vivian Inman, Contract Compliance Officer, at (510) 238-6261, for a copy of rules and regulations and to discuss the Living Wage Ordinance. Under provisions of the Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and seek other remedies as set forth therein for violations of the Ordinance.

- D. The MSP will be responsible for meeting all the requirements set forth in the signed agreement between the City of Oakland and the MSP. An example of the City of Oakland Professional Services Agreement is provided in Exhibit B of this document.
- E. The MSP is encouraged to develop a mentor-protégé relationship or other creative and viable partnership with small local business. The mentor-protégé relationship or other viable partnership would serve to strengthen the local business environment and reflect the diversity of the Oakland business community. Questions regarding local Oakland businesses should be directed to Deborah Barnes, Manager, Contract Compliance (510) 238-6270.
- F. The MSPs are encouraged to demonstrate a willingness to exceed the City's LBE/SLBE goals. MSPs are further encouraged to creatively establish viable local partnerships that serve to strengthen the local business environment and maximize job creation opportunities.
- G. The City of Oakland is a community responsive City. MSPs are required to develop an integrated community participation process within the development process. A

description of the proposed community outreach program must also be included with the MSP's response.

- H. MSPs are encouraged to attend the RFP Vendor's Conference, scheduled for **Thursday, April 26, 2007, at 10:30 am**. Responses to the RFP and responses in the interview should convey the respective MSP's knowledge of the RFP requirements.
- I. All Responses should be precise, with clear explanations of all assumptions and representations.
- J. The City reserves the right to reject any and all proposals submitted and to suggest that individual members of teams collaborate to form new MSP teams.
- K. Any and all RFP project elements, requirements and schedules are subject to change and modification.
- L. All responses to the RFP become the property of the City of Oakland.
- M. The RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the proposal.
- N. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
- O. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion, any and all aspects of the RFP process, to obtain further information for any and all respondent teams and to waive any defects as to form or content of the RFP or any responses by any respondent team.
- P. 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 such negotiations.
- Q. Once a final award is made, all RFP responses except financial and proprietary information become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be held liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the city of Oakland Sunshine Ordinance.
- R. 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 or an employee, officer or director of the service provider's firm or any immediate family of the preceding, or any subcontractor or consultant of the service provider, if said 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 participates in the making of the

contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

## **SECTION 3 - OCCUPATIONAL MEDICAL SERVICES**

### **A. Description**

MSPs responding to the RFP portion related to Occupational Medical Services must minimally meet the requirements set forth in the Terms & Conditions of the Requested Proposal and Submission Requirements sections of this document as related to the City of Oakland Contract Compliance goals and programs.

The successful MSP will provide essential occupational medical services throughout the term of the contract. These services will be provided under the direction of the Risk Manager in accordance with agreed upon terms and compensation. The MSP will be retained for a monthly Medical Advisory Services fee and further compensated for ongoing "fees for services rendered" in accordance with the fee schedule submitted with the MSPs proposal.

### **B. Functions of the Medical Services Provider**

The selected MSP will perform five essential functions in the delivery of Occupational Medical Services to the City. These functions include:

1. Acting as primary medical advisor to the City, by attending meetings, writing letters and participating in training programs for City personnel;
2. Providing pre-placement, "course of employment" and medical surveillance services in compliance with all federal, state and local regulations and guidances related to medical determinations;
3. Providing immunizations, vaccinations and post-exposure prophylaxis as related to employee workplace exposures;
4. Perform the duties of a Medical Review Officer (as defined by DOT regulations) for the City in relation to any alcohol and/or drug testing procedures/requirements, and provide testimony/information as required; and
5. Providing services as appropriate to ensure compliance with medical records confidentiality, retention, employee access/notification and scheduling of recurring surveillance or immunization services.

### **C. Scope of Services**

#### *1. ADMINISTRATIVE RESPONSIBILITIES*

Administrative responsibilities to be provided by the Occupational MSP Principal are not to be delegated to other staff within the MSP. MSP Principal's administrative duties include, but are not limited to, the following:

- Attend meetings of the Safety Disability Committee and the Retirement Board as requested,
- Provide medical consultation to the City contract administrator, as may be required.
- Provide timely oral or written responses to questions relating to medical services, including, but not limited to, the rendering of medical opinions on disability retirement matters.
- Assist the City in determining if candidates and employees qualify for coverage under the American with Disabilities Act of 1990 (ADA) and California Fair Employment and Housing Act (CalFEHA);
- Meet and consult with City personnel and/or designated representative(s) to periodically monitor and revise medical services and standards as necessary to provide best practices quality of services.
- Assist City staff in developing and maintaining written policies and procedures affecting City departments and/or employees.
- Periodically review and update employee medical criteria.
- Design forms and other documentation for use by City employees and departments in accordance with specific City needs and requirements.
- Conduct Fitness-For-Duty evaluations that may include psychological assessments and controlled substance testing.

Additional required administrative duties may be delegated to other staff within the MSP firm. These duties include, but are not limited to:

- Consult with designated City staff on medical results or progress of employees or candidates for employment on a daily basis.
- Effectively maintain, store and retrieve approximately 4,000 candidate files and employee medical files in accordance with records retention laws. Retained records must be accessible to the City designated representative, the affected employee or their authorized representative.
- Provide detailed monthly reports of all medical services rendered by service category and date during the reporting period.
- Provide and maintain a billing system capable of recording, retrieving and reporting data by at least the following fields in a timely and effective fashion: patient's name; employee ID number; date of treatment; cost of

services provided; and City department identification name and number. Provide a monthly cost by service category report to contract administrator.

2. *TRANSITION/ASSUMPTION OF ALL MEDICAL FILES*

The successful MSP is responsible to implement a records retention plan by which the City can maintain all employee medical records in accordance with federal and state regulations. Upon the successful awarding of the contract, the City will coordinate with the successful MSP for the delivery, receipt and retention of all retained medical records.

3. *PRE-PLACEMENT PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS SERVICES*

The examination of prospective employees or candidates is necessary to comply with certain federal, state and local requirements and requirements of the City's hiring procedures. The standards used for those examinations are stated in specific laws and other publications and are incorporated by reference into the requirements of this document.

Examples of pre-placement examination services required by this contract are as follows:

- a) Physical examinations of candidates for employment in accordance with applicable federal, state and local regulations and the City's medical criteria.
- b) Pre-placement urine drug screening, in accordance with acceptable forensic procedures with regards to preservation of evidence and chain of custody. Specimens will be screened for cannabinoids (THC), amphetamines, barbiturates, cocaine metabolites, opiates, methadone, PCP and propoxyphene.
- c) Psychological Examinations for Police Officer Trainee, and Police Communication Dispatcher candidates, with pre-approved psychologist(s) and the review of psychological reports for making appropriate medical recommendations as to suitability for employment. **Psychological evaluations for Police Officer Trainees must comply with Police Officers Standards and Training (POST) guidelines.** The medical service provider must be capable of scheduling at least six such examinations per day, five days per week.
- d) Special examinations for Head Start food preparers and handlers, and any other City employees in accordance with the Federal Department of Health and Human Services Center for Disease Control Guidelines.

4. *OCCUPATIONAL MEDICAL SERVICES*

Occupational Medical Services include, but are not limited to, the following areas:

- a) Conduct medical evaluations and examinations to determine the fitness of an individual to return to work: following a work related or non-work related injury or illness; to determine disability retirement eligibility due to an injury or illness; in conjunction with the determination of eligibility for an accommodation pursuant to the Americans with Disability Act and California Fair Employment and Housing Act.
- b) Attend special meetings as needed, such as California Public Employees' Retirement System (CalPERS), Disability Review Committee, the Police and Fire Retirement Board and City Department meetings. Testify at all legal proceedings when requested to do so by the Office of the City Attorney and provide the City Attorney with consultation and documentation in legal case preparation. Respond to subpoenas and subpoena duces' tectum and writs within the required legal deadlines issued in litigation involving injured or sick employees.
- c) Advise Risk Management and other representatives as authorized by Risk Management on relevant medical issues and legislative changes as they relate to their impact on the health and safety of employees and on the City's compliance with regulatory agencies.
- d) Provide or assure provision of all aspects of occupational medical services, including but not limited to, those services listed on the Fees for Services form in the Fee Schedule section of this RFP.
- e) Provide specialized clinical and medical review services for the evaluation of chemical dependency, including determining when drug testing is appropriate. Testing of City employees for presence of controlled substances is authorized by Federal mandate and City policy.
- f) Cooperate with outside vendors in the collection and testing of drug and alcohol screening in accordance with various Administrative Instructions and Memoranda of Understanding.
- g) Psychological Evaluations. Scheduling psychological evaluation medical services providers for City employees within 24 hours on request by a Risk Management Division official and reviewing psychological reports for making appropriate medical recommendations as to the suitability for continued employment; such scheduling and reviews are to be completed no later than thirty days after referral by a City Department unless this time is specifically waived by the contract administrator.
- h) Testify as necessary regarding medical matters concerning City employees in various administrative proceedings such as arbitrations and Civil Service Board Hearings.
- i) Other related services as may be required.

*5. ALCOHOL/CONTROLLED SUBSTANCE TESTING AND MEDICAL REVIEW OFFICER (MRO) SERVICES*

MSP shall provide all services associated with regulated and non-regulated alcohol and controlled substances collections and testing services. MSP shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing. The MSP shall provide services that are compliant with the current and as amended Federal Department of Transportation requirements listed in 49 CFR Part 40 and Part 382. This includes the coordination with a qualified laboratory for specimen analysis and coordination of the Medical Review Officer (MRO) services.

a) MRO Duties and Responsibilities:

MRO shall be a licensed physician, M.D. or D.O., who is knowledgeable about the following:

- Controlled substances abuse disorders, including knowledge of alternative medical explanations for laboratory confirmed drug test results.
- Issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
- 49 CFR Part 40, DOT MRO Guidelines, and applicable FTA regulations.

MRO's specific responsibilities include, but are not limited to the following:

- Receive all drug test results from the MSP contracted NIDA certified laboratory.
- Request, if needed, a quantitative description of test results.
- Receive and review a certified copy of the original "Chain of Custody" document to determine if there are any fatal or correctable errors that may require cancellation of a test.
- Review and interpret confirmed positive, drug test results.
- Inform and conduct a medical interview, either by telephone or face to face, with the individual with a confirmed positive, adulterated, substituted, or invalid test result.
- Review the individual's relevant medical history, or any other relevant biomedical factors.
- Consult with laboratory officials or other drug abuse experts, as necessary.

- Reject urinalysis results that do not comply with the mandatory guidelines.
- Determine whether a result is consistent with legal drug use; report to City Risk Management substance use that may compromise safety.
- Prior to verifying a positive test result for opiates, follow steps outlined in 49 CFR Part 40.
- Notify individual with a verified positive result that the individual has seventy-two (72) hours in which to request a test of the split specimen at another SAMHSA certified laboratory.
- Forward results of verified positive tests to the City of Oakland Designated Employer Representative (DER) named in the contract; be available for consultation with the Risk Management or their authorized representative.
- May be called on to testify in court or other grievance proceedings regarding verified positive findings.
- Shall have the capability of providing “RUSH” service if required by Pierce Transit.
- Shall turn over records to any new MRO at the end of the contract.
- Shall comply with all MRO requirements as specified in the DOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40.

b) **MSP Duties and Responsibilities:**

The MSP must provide periodic onsite random test collections services and “after hours” testing services for At Fault Accidents and For Cause tests. The MSP must provide phone or beeper service to provide a technician to be at the lab within one (1) hour of the contact. A separate fee for this service needs to be stated. MSP shall ensure that testing program is in full compliance with all relevant state and federal regulations and conflict of interest guidances.

**1) Required Functions.** The following services shall be performed and/or provided by the MSP as appropriate.

- Billing Services
- Blind Proficiency Testing
- Drug and Alcohol Testing
- Expert Testimony
- Laboratory Services
- Legally Defensible Records Management and Retention

- Management Information System (for record retention and electronic transmittal of reports)
- Problem Solving
- Quality Collection Sites (including Walk-In and Mobile services)
- Quality Courier Services
- Random Pool Selection – that meets the requirements of this part.
- Reasonable Suspicion Training
- Result Posting
- Specimen Collection

**2) Required Tests.** The drug and alcohol testing program shall include, but is not limited to the following tests and procedures:

- Pre-employment
- Reasonable suspicion
- Post accident
- Random testing
- Follow-up testing
- Other tests that may be required by changes in the DOT regulations 49 CFR Parts 40 & 382 or by mutual agreement.

3) **Specimen Collection.** The MSP shall provide primary collection sites that meet the requirements in 49 CFR Part 40 for collecting and storing urine specimens and testing for drugs and alcohol off-site from participating City agency work sites, and ensure confidentiality. The MSP may not use the City restroom facilities for urine specimen collections, except for periodic onsite random testing. Collection sites should be located within 30 minutes of the work sites. In remote areas where collection facilities are not within 30 minutes, or when performing collections after regular work hours for reasonable suspicion or post-accident testing, the MSP may use a mobile collection vehicle or on-site collection facilities if all conditions of the facilities and privacy, confidentiality and chain of custody are met.

Collection and testing sites must be acceptable to the City and be mutually agreed upon by the City and the MSP before the collection site can become a permanent site for this contract. Collection facilities shall provide scheduled service Monday through Friday, five days per week, for a minimum of eight consecutive hours per day with hours between 7:00 AM through 7:00 PM. The MSP shall also provide a 24-hour specimen collection for post-accident and reasonable suspicion testing on an as-needed basis. The MSP shall supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours. Collection site personnel shall be trained in compliance with 49 CFR Parts 40 & 382 and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing. The facilities engaged in the testing shall have a temperature-

controlled environment and provide an adequate waiting room for employees.

The employees shall not be required to wait more than 30 minutes from check in for the scheduled test to begin. Post accident and reasonable suspicion tests shall begin within 15 minutes of the employee's arrival at the collection site. The MSP shall provide adequate free parking near the facility.

The MSP shall provide over night transportation for all specimens to the appropriate testing laboratory.

The MSP shall submit blind performance test specimens to the laboratory in accordance with Federal regulations.

Sites for alcohol testing shall have trained Breath Alcohol Technicians (BAT) meeting DOT regulations 49 CFR Parts 40 & 382. Evidential Breath Testing (EBT) and calibration devices and procedures must meet the specifications cited in 49 CFR Parts 40 and Part 382.

#### **4) Laboratory Services.**

The laboratory utilized by the MSP shall be currently certified by DHHS/SAMHSA (Department of Health and Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets DOT regulations 49 CFR Parts 40 & 382. The laboratory shall maintain pertinent records for the appropriate period of time to comply with DOT regulations 49 CFR Parts 40 & 382, and shall supply such records to the participating City agency contact upon written request.

The laboratory shall prepare and provide to City Risk Management, semi-annual reports within 20 days of the period's end, summarizing the testing and prepare a detailed calendar year ending summary of all tests results by January 15th of the next year for employer drug testing programs when requested, according to DOT regulations 49 CFR Parts 40 & 382.

The laboratory shall have a quality control program in accordance with DOT regulations 49 CFR Parts 40 & 382.

#### **5) Reports.**

All drug and alcohol test results shall be forwarded to the City Risk Management on a daily basis via confidential means. Results shall also be maintained in an approved Management Information System capable of transmitting compliant records and reports to the City electronically. The MSP shall ensure that all drug and alcohol tests have a maximum of 72 hours turn-around time for test results.

**6) Consultation Services.**

The MSP shall be required to provide training and consultation services on an as-needed basis in the following areas:

- The laboratories' corporate account manager (or designee) must be available to the City Risk Management on a daily basis, to answer questions and resolve problems.
- Provide expert testimony on all laboratory testing procedures in cases of litigation or arbitration on an as-needed basis by participating City agencies.
- Upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, GC/MS data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the conformation gas chromatography/mass spectrometry test.

**7) Record Retention.**

The MSP shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with DOT regulations 49 CFR Parts 40 & 382 and accepted professional practice and appropriate accounting procedures. The MSP shall provide any or all records produced or held in execution of this agreement within 10 days of written notice by Risk Management. All records, including chain-of-custody, lab results, MRO reports and other mandatory records and reports shall be maintained and transmitted electronically via the City authorized Management Information System.

**7. *WORKERS' COMPENSATION MEDICAL SERVICES***

MSP will be utilized as the City's contracted physician for the purpose of Workers' Compensation Treatment and Case Management. All fees shall be based on authorized Fee Schedule amounts as governed by the State of California and invoiced separate from the contract awarded under this process. Services shall include, but are not limited to:

- a) Furnish reasonable and necessary medical care to City employees who incur on-the-job injuries or occupational diseases.
- b) Maintain adequate staffing to perform all services in a timely manner. Employees seeking initial medical care for on-the-job injuries shall be seen without unreasonable delay and not later than the next business day. Follow-up appointments shall be scheduled as medically appropriate to expedite the earliest possible return to work as well as obtaining the best therapeutic result.
- c) Perform and/or coordinate functional capacity evaluations and provide testimony as required.

- d) Perform evaluations for impairments/pre-existing conditions in accordance with the AMA “guides to the Evaluation of Permanent Impairment” , or comparable publications by the AMA.
- e) Coordinate and cooperate with staff of the Risk Management Division in the analysis of accidents and illnesses that point to specific causes that can be controlled or eliminated through safety implementation or practices.
- f) Provide selective periodic monitoring and/or ergonomic analyses of work environments or practices at the request of the Risk Management Division.

## **D. Special Terms and Conditions**

### *1) Personnel Requirements*

To fulfill the minimum requirements of the Occupational Medical Services contract, respondents are required to ensure the direct employment (or other acceptable joint-venture agreement) of:

- A qualified occupational medicine physician (American Board of Preventive and Occupational Medicine required) licensed to practice medicine in the State of California, who will serve as the principal physician and act as the primary medical advisor (City Physician) to the City of Oakland;
- A qualified medical review officer (MRO);
- Qualified staff physicians and specialists (American Board of Preventive and Occupational Medicine preferred) licensed to practice medicine or their specialty in the State of California to fulfill the requirements for medical care under this contract;
- Qualified psychological/psychiatric specialists on staff or retainer licensed to practice medicine or their specialty in the Sate of California to fulfill the requirements for medical care under this contract;
- Qualified registered nurses, licensed vocational nurses, or other medical professional staff necessary to fulfill the scope of the services requested herein; and,
- Qualified Case Manager (i.e. Medical Assistant, CPDM, IEA Certification or a combination of education and experience in case management), full-time and 100% dedicated to the City's account to act as general contact with appropriate City personnel in order to perform daily liaison and case management activities.

### *2) Facility Requirements*

Medical treatment facilities, sufficient to provide requested services, shall be located within the boundaries of the City of Oakland and be available to City of Oakland employees and employment candidates as part of the Occupational Medical Services Program from the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. Medical treatment facilities' capabilities are to include, but are not limited to, the following:

- a. X-ray equipment
- b. Audiometric testing equipment operated by certified audiometric technician or other qualified medical professional
- c. Vision testing equipment
- d. Laboratory services
- e. Private examining rooms
- f. Off-street parking accommodation
- g. Storage area for approximately 4,000 employee medical files
- h. Accessibility to public transportation
- i. Capability to accommodate up to 60 individual patients in a given work day
- j. Capability to provide onsite services as requested for an additional fee
- k. Validated/free parking

3) *Performance Standards*

The City of Oakland has established performance standards that will be used to ensure that contract-related performance objectives are met. These standards will be included in the contract for services and will have quantifiable and auditable measures which will be measured by review of a random selection of records. Some of the measures included are:

- a. Monitoring and qualification exams (not including lab work, tests or procedures that do not generate immediate output) are completed within 90 minutes.
- b. Occupational disability cases are reviewed and worked to a medically suitable disposition within a month of case initiation.
- c. Medical supplies and pharmaceuticals are effectively managed and controlled.
- d. Equipment is properly calibrated and documented, by way of periodic reviews.
- e. Medical record contain all the pertinent information, such as, the purpose of the exam or complaint being investigated, findings, proper signatures, medical clearance/limitations are consistent with exam findings.
- f. Customer satisfaction with services will be measured with patient surveys.



## SECTION 5 - RFP SUBMISSION REQUIREMENTS

Each MSP responding to this RFP must submit 12 copies of a complete proposal that must contain the following materials and information. In order to facilitate review by the City, please submit materials in keeping with the following format, identifying each item by number and letter:

1. Provide a cover letter executed by an authorized signatory of the MSP submitting the proposal. Please include in the cover letter, the name, address, e-mail address, and telephone and fax numbers of a representative authorized to act on behalf of the MSP.
2. Identify the MSP, include all known joint venture or limited partners, the structure of any partnership and percentage of interest of each member in the partnership. Provide a description of each partner (including joint venture and limited partners) and principal's medical qualifications and experience. This experience should include similar medical services in which each partner and/or principal was a major contributor. Be specific and indicate a reference for each project, partner and principal.
3. Describe the MSP's three most relevant previous major projects (including additional projects for each joint venture and limited partner). Describe each project in sufficient detail, including the experience that is attributable to each partner, joint venture or working structure, public agency or governmental entity; the planning process; the medical services quality and process; and the occupational or jail medical context.
4. Describe the MSP's management experience, include relevant organizational and management approach.
5. Describe a strategy for meeting City of Oakland requirements and needs including:
  - a. Local Business Enterprise and Small Local Business Enterprise Program goals;
  - b. Living Wage requirements;
  - c. Creation of a mentor-protégé relationship or creatively viable partnership with small local businesses.
6. Describe MSPs plans for maximizing job creation for Oakland residents and local Oakland business opportunities.
7. Describe MSPs past successes with community participation programs; include compliance with government business, employment wage and other programs.
8. Provide a list of civil or criminal court judgments, past and present, and pending litigation regarding medical services provided in which any team member are involved, and any other litigation with the likelihood of a material adverse impact on the MSP's financial conditions and ability to complete the terms of the agreement. If this section does not apply, provide a statement that there are no judgments.
9. Provide a summary of the essential experience of each person performing key functions

identified within the body of this document. Include in that summary information of the individual's experience relative to the services requested, the extent of education, training and certifications, their essential employment history and a minimum of three employment related references which the City may contact.

10. Provide the following documentation containing detailed information as specified:
  - a) A letter of S.A.M.H.S.A. certification attesting that the facility has technologically advanced equipment including National Highway Traffic Safety Administration (NHTSA) approved EBT devices. This EBT testing devices must print out the results, date, and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results.
  - b) Number of employees performing analysis.
  - c) Names and telephone numbers of at least three current customers or contacts for whom your laboratory or testing facility is now performing similar tests.
  - d) Listing of S.A.M.H.S.A. analytical methods utilized. Procedures include training and proficiency requirements for breath alcohol technicians (BAT), requirements for a suitable test location), and protection of driver test records.
  - e) MSP’s in house quality assurance program.
  - f) Type and frequency of training and continuing education for employees.
  
10. Submit the following completed forms and questionnaires:

<u>Section or Exhibit Number</u>	<u>Title</u>	<u>Page</u>
Section 6	Fee for Services Form - Occupational Medical Services ( 5 pages)	
A	Schedule of Contract Agreement Forms C-1: Declaration of Compliance with The Americans With Disabilities Act D: Professional Services Questionnaire – Ethnicity and Gender Questionnaire E: Project Consultant Team M: Independent Contractor Questionnaire N: Declaration of Compliance – Living Wage Ordinance N-1: Equal Benefits Declaration of Nondiscrimination O: Campaign Contributions P: Nuclear Free Zone Disclosure Form Q: Insurance Requirements S: Audit, Inspection and Fiscal Reporting Requirements V: Affidavit of Non-Disciplinary of Investigatory Action	
B	Professional Services Agreement-Boilerplate	

## SECTION 6 - SELECTION PROCESS AND FEE SCHEDULE

### EVALUATION CRITERIA

The City intends to select a MSP with whom the City will enter into negotiations based upon the content and quality of the RFP response and opinion of "raters" best overall qualified, references & oral presentation. The City will generally use the following criteria in evaluating MSP responses to the RFP.

- A. MSP Experience
  - Success in service delivery contracts of similar type and size, with particular emphasis on Jail Medical Services or Occupational Medical Services.
  - Record of complete long-term economically successful, high quality projects.
  - Project experience with local government and other public agencies.
  - Success in developing joint venture public or private projects.
- B. Organizational And Management Approach
  - History of clear and reliable lines of authority and assignment of responsibilities.
  - Demonstrated ability of responsiveness and decisiveness and dispute resolution.
- C. Community and Public Objectives
  - Demonstrated ability to include the City's goals in project.
  - Demonstrated success in complying with public equity and employment participation programs in Oakland and other communities.
  - Demonstrated ability to comply with and meet City's business, employment and wage programs requirements.
  - Demonstrated ability to create an approach to maximizing employment for Oakland residents and local business opportunities.
  - Willingness to develop a mentor-protégé relationship.
  - Evidence of initiative and creativity to cooperate with the City to achieve community and local business investment.
- D. Qualifications of the Key Individuals of the MSP Team at the administrative level and operations level.
- E. Other Factors as appropriate.

### SELECTION PROCESS AND SCHEDULE

A Medical Services Provider Committee (MSPC) made up of representatives from the Risk Management Division and other appropriate City departments, will recommend a preferred MSP based on a review of the information submitted in response to the RFP. The MSPC will present its preferred MSP recommendation to the Finance and Management Committee and, subsequently, to the full City Council. The City retains the authority to accept, reject or modify the MSPC's recommendation in its sole and absolute discretion.

The MSPC process will include review and evaluation of the MSP responses to the RFP, including review and evaluation of the criteria and reference checks. Additionally, MSPs short-listed will be interviewed and supplemental reference checks of the MSPs qualifications and ability to work with government entities will be completed.

The timeline for the RFP process including the selection process is presented below:

<b>Medical Services Provider Request for Proposals Section Process Timeline</b>	
<b>Description of Activity</b>	<b>Date</b>
Request for Proposal Mailed to Medical Services Providers	4/18/2007
RFP Vendors' Conference	4/26/2007
Responses to RFP Due	5/25/2007
Review & Evaluation RFP Responses	6/1/2007
Check References and Qualifications	6/5/2007
Schedule Interviews Pending Confirmation of Short-list	6/8/2007
Select a Short-List of Finalists for Interviews and Confirm Interviews	6/13/2007
Interview Finalists on RFP Responses	6/15/2007
Present MSPC Recommendation to Oakland City Council, Finance and Management Committee	7/10/2007
Present MSPC Recommendations and Additional Information to City Council	7/17/2007

MSPs interested in responding to this RFP are encouraged to obtain and review the following documents:

- The Local Business Enterprise and Small Local Business Enterprise Program (LBE/SLBE Program) and the Living Wage Ordinance.

Additional copies of these documents may be purchased for a non-refundable fee of \$20.00. These documents may be obtained by contacting:

Deborah Grant, Acting Risk Manager  
City of Oakland  
Finance and Management Agency  
Risk Management Division  
150 Frank H. Ogawa Plaza, Suite 2352  
Oakland, CA 94612  
Phone: (510) 238-7165  
Fax: (510) 238-2275

Please make checks or money orders payable to the Risk Management Division, City of Oakland.

The City reserves the right to reject any and all proposals submitted and to suggest that individual members of teams collaborate to form new MSP teams. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. The

City also reserves the unqualified right to modify, suspend or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all development teams and to waive any defects as to form or content of the RFP or any response by any MSP team.

**Fee for Services Form - Occupational Medical Services**  
*(Page 1 of 5)*

Six categories of cost information are requested on this form: Retained Medical Advisory Services; Post-Employment/Pre-Placement Physical & Psychological Examinations Services; Employee (Course of Employment) & Medical Surveillance Services; Additional Tests & Itemized Medical Services; Vaccines & Immunizations; and Onsite and Miscellaneous Fees. The elements of the Retained Medical Advisory Services fee must include all charges shown below for Medical Advisory Services plus all other overhead costs you consider to be necessary. The remaining Occupational Medical Services costs will be billed to the City after they have been incurred and are not to be included in the annual contract cost.

Retained Medical Advisory Services:	Estimated Quantities (per month)	Monthly Retainer Fee
<p><b><u>Examples of Retained Services Needed:</u></b></p> <p><b>Telephone Conferences</b></p> <ul style="list-style-type: none"> <li>• Risk Management/ADA-FEHA/Fitness for Duty</li> </ul> <p><b>Report &amp; Letter Preparation</b></p> <ul style="list-style-type: none"> <li>• Disability Retirement Letters</li> <li>• Fitness for Duty Letters</li> <li>• Medical Consultation with other MDs</li> </ul> <p><b>Other Medical Advisory Services and meetings as directed by Risk Management</b></p>	<p>10 hours</p> <p>15 letters</p> <p>15 hours</p>	<p></p> <p></p> <p>\$ _____</p>

**Fee for Services Form - Occupational Medical Services**  
 (Page 2 of 5)

<b>Post-Employment/Pre-Placement Physical &amp; Psychological Examination Services:</b>	<b>Estimated Quantities (per year)</b>	<b>Cost per Item</b>
<b><u>Physical Examinations:</u></b>	75	
• Firefighter Trainee		
• Police Officer Trainee	175	
• Helicopter Pilot Candidate (Police)	As needed	
• HazMat	30	
• Commercial Driver (DMV)	100	
• Other	As needed	
<b><u>Urine Drug Screen</u></b>		
• Regulated and Non-Regulated (SAMSHA) (Full Service)	500	
• Collection & Laboratory Only	As needed	
• Rapid Results UDS including Lab	100	
• Medical Review Officer Only	As needed	
<b><u>Psychological Evaluations</u></b>		
• Police Officer Trainee	175	
• Police Dispatcher Candidate	25	
• Firefighter Trainee	75	
• Other	As needed	
<b><u>ADA Medical Eligibility Determination</u></b>		
• Preliminary Review	As Needed	
• Follow-up Assessment	As Needed	
• Large Scale Follow-up	<5 per year	

**Fee for Services Form - Occupational Medical Services**  
 (Page 3 of 5)

<b>Employee (Course of Employment) &amp; Medical Surveillance Services:</b>	<b>Estimated Quantities (per year)</b>	<b>Cost per Item</b>
<b><u>Periodic Examination</u></b>		
• Firefighter	As needed	
• Police Officer	As needed	
• Police Helicopter Pilot	As needed	
• DMV - Commercial Drivers	150	
• Basic	100	
• Other	As needed	
<b><u>Functional Capacity Evaluations</u></b>	10	
<b><u>ADA Medical Eligibility Determination</u></b>		
• Preliminary Review	As Needed	
• Follow-up Assessment	As Needed	
• Large Scale Follow-up	<15 per year	
<b><u>Fitness for Duty Evaluations</u></b>		
• Physical	10	
• Psychological	10	
<b><u>Return to Work Examinations</u></b>	100	
<b><u>OSHA Medical Surveillance Examinations:</u></b>		
• Asbestos Worker	5	
• Lead Worker	5	
• Hazardous Materials Worker	50	
• Respirator Wearer Questionnaire	100	
• Respirator Wearer Full Examination	100	
• Noise Exposure (hearing conservation)	40	
• Other	As needed	

**Fee for Services Form - Occupational Medical Services**  
*(Page 4 of 5)*

<b>Additional Tests and Itemized Medical Services:</b>	<b>Estimated Quantities (per year)</b>	<b>Cost per Item</b>
Audiometric Examination (certified booth)	250	
Blood Chemistry Panel (comprehensive)	180	
Blood Lead Level/ZPP	20	
Blood Cholinesterase Level	As needed	
Blood Lipid Panel	As needed	
Blood typing	50	
Breath Alcohol Testing - Regulated and Non Regulated (SAMSHA)	132	
Chest X-ray		
• one view	150	
• PA and lateral	10	
• PA and lateral with oblique/B-Reader	10	
Cholesterol/Glucose – Fingerstick	50	
Complete Blood Count w/ Differential	As needed	
Drug Screen - Urine		
• Regulated and Non Regulated (SAMSHA) (Full Service)	300	
• Split Sample	5	
• Rapid Results UDS including Lab	25	
• Medical Review Officer Only	As needed	
EKG (with interpretation and report)- resting	150	
EKG (with interpretation and report)- stress	150	
Hemoglobin	As needed	
Hepatitis Panel		
• Hep B Core Antibody	As needed	
• Hep B Surface Antibody	75	
• Hep C Surface Antibody	As needed	
• Hep A Surface Antibody	As needed	
HIV with Confirmation	As needed	
Prostate Specific Antigen	50	
Pulmonary Function Test (Spirometry)	175	
Urinalysis with Microscopic	As needed	
Vision Screening (Distance, near, color, peripheral) – titmus	150	
ZPP (Zinc Protoporphyrin)	20	

**Fee for Services Form – Occupational Medical Services**  
*(Page 5 of 5)*

<b>Vaccines &amp; Immunizations:</b>	<b>Estimated Quantities (per year)</b>	<b>Cost per Item</b>
DPT/dT	As needed	
Tuberculosis Vaccination (BCG) - TB Screening (PPD)	50	
Hepatitis A Vaccination (IG)	As needed	
Hepatitis B Vaccinations	<b>100</b>	
Influenza	300	
Lyme Disease	As needed	
Malaria	As needed	
Meningococcal Disease	As needed	
Measles, Mumps, Rubella Vaccine (MMR)	As needed	
Pertussis	As needed	
Pneumococcus	20	
Polio	As needed	
Tetanus Toxoid Inoculation	20	
Typhoid Fever	As needed	
Varicella zoster (VZIG) - Titer Test	As needed	

<b>Onsite &amp; Miscellaneous</b>	<b>Estimated Quantities (per year)</b>	<b>Cost per Item</b>
DOT Random Selection - Quarterly Pull	4	
DOT Onsite Random Collection – Quarterly (3 hours per quarter)	4	
Health Fair Staffing		
• MD	8 hrs	
• Physician Assistant	12 hrs	
• RN/LPN	12 hrs	
• Medical Assistant	24 hrs	
• Admin Staff	24 hrs	
DOT After Hours Collections – not including lab and MRO fees	15	

Exhibit A  
**Schedule of Contract Agreement Forms**

**The following schedules must be completed as part of your proposal submittal.**

- C-1: Declaration of Compliance with The Americans  
With Disabilities Act
- D: Professional Services Questionnaire – Ethnicity and  
Gender Questionnaire
- E: Project Consultant Team
- M: Independent Contractor Questionnaire
- N: Declaration of Compliance – Living Wage Ordinance
- N-1: Equal Benefits Declaration of Nondiscrimination
- O: Campaign Contributions
- P: Nuclear Free Zone Disclosure Form
- Q: Insurance Requirements
- S: Audit, Inspection and Fiscal Reporting Requirements
- V: Affidavit of Non-Disciplinary of Investigatory Action



Schedule C-1

DECLARATION OF COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT

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

The Contractor certifies that it will comply with the Americans with Disabilities Act by:

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

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

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Type or Print Title



**SCHEDULE D  
OWNERSHIP, ETHNICITY AND GENDER QUESTIONNAIRE**

For use by all city agencies and departments for procurement, and professional services contracts (including CFARs)

To be completed by the prime and subconsultants (including CFARs)

**Part I: OWNERSHIP & ETHNICITY of PRIME:**

Firm Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Federal ID # \_\_\_\_\_

City of Oakland Business License Number \_\_\_\_\_

(Please check one and explain below)

Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation \_\_\_\_\_

Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_

Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**

All owners must be listed in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

**Part II: CERTIFICATIONS**

Please attach a copy of the certification letter or provide the certification number and expiration date.

- Minority-owned Business Enterprise (MBE)? Cert # \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- Woman-Owned Business Enterprise (WBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- Disadvantaged Business Enterprise (DBE) Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_
- Oakland Certified Local Business Enterprise Cert # \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Part III: Ethnicity and Gender of Employees**

Employment Category	Total Employees	Oakland Residents	Male					Female						
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

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

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

\_\_\_\_\_


Title \_\_\_\_\_ Date \_\_\_\_\_

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

To be completed by prime consultants only.

**Note:**  
 The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Date \_\_\_\_\_



Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.  
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
 \* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
 \*\* (M = Male) (F = Female)



**SCHEDULE M  
INDEPENDENT CONTRACTOR QUESTIONNAIRE  
TO BE COMPLETED BY PROPOSED CONTRACTOR**

**FOR CITY USE ONLY**

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_  
 \_\_\_\_\_  
 City Attorney/Assistant City Attorney/  
 Deputy City Attorney

**PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR**

Name of Contractor \_\_\_\_\_  
 SSN or Corporate Taxpayer ID No. of Contractor \_\_\_\_\_

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.**

	Yes	No
1. Have you performed services for the City in any year(s) prior to 200__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____ _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		

	Yes	No
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. <u>Within the past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____ _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		

	Yes	No
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE N  
DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE**

(For use by all city agencies and departments for procurement, and professional services contracts)

To be completed by the prime and subconsultants (including CFARs)

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

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.90 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.39 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **Effective July 1, 2006 the new rates will be \$10.07 per hour with health and \$11.58 without.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>. for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit [www.cbpp.or/eic/2005](http://www.cbpp.or/eic/2005).
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

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

\_\_\_\_\_  
Company Name  
Representative

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type or Print Name

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate.		
	How many of your permanent employees are paid below the Living Wage rate.		
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		



## SCHEDULE N-1 EQUAL BENEFITS DECLARATION OF NONDISCRIMINATION

For use by all city agencies and departments for procurement, professional services (including CFARs) and construction contracts.  
To be completed by the prime contractor/consultant.

### Section A. Vendor/Contractor/Consultant\*/CFAR Information

- 1 Name of Company \_\_\_\_\_
- 2 Name of Company Contact \_\_\_\_\_
- 3 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 4 Vendor Number (If Known) \_\_\_\_\_ Federal ID or Social Security # \_\_\_\_\_
- 5 Approximate Number of Employees in the U.S. \_\_\_\_\_
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes  No
- 7 Union Name(s) \_\_\_\_\_

### Section B Compliance Questions

- 1 Does your company provide or offer access to benefits for employees and their spouses.  
Yes  or No  (please check one)
- 2 Does your company provide or offer access to benefits for employees and their domestic partners.  
Yes  or No  (please check one)

Questions B1 & B2 should be answered YES, even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

### Section C Compliance Questions

3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

	<input checked="" type="checkbox"/> Benefit	Yes, this benefit is offered to Employees only	Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No this benefit is not offered at all	Yes, documents were submitted for this benefit.
a	Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c	Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d	Retirement (Pension, 401(k), etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e	Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* CFAR is a City Financial Assistance Recipient

\*\* The term "Domestic Partner" is defined as same-or opposite-sex couples registered with a state or local government domestic partnership registry.





SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name of Signer Position

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

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_



SCHEDULE P

NUCLEAR FREE ZONE DISCLOSURE

(This form is to be completed by the prime consultant)

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

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

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Name)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

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## INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE

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

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

Please review the following definitions to determine whether you or your firm and/or any of its agents, subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

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

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

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

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

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

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## Schedule Q

### INSURANCE REQUIREMENTS

a. General Liability, Automobile, Worker's 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 liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.
  - A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).
  - B. 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, it shall apply separately to this location [project].
  - C. If the policy is a "claim made" type policy, the following should be included as endorsements:
    - 1) The retroactive date shall be the effective date of this Agreement or a prior date.
    - 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance 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 written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Contractor does not own vehicles, but utilized non-owned and hired vehicles, evidence of such coverage is acceptable with a signed statement from Contractor stating that only non-owned and hired vehicles are used in the course of the contract.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Medical Malpractice/Professional Liability insurance** in the amount of \$5,000,000.
- v. **Commercial Crime Policy covering Employee Dishonesty, Third Party Fidelity and Money and Securities.** Additional coverages provided must include: Forgery or alteration; Inside the premises – theft, disappearance and destruction of money and securities; Inside the premises – robbery or safe burglary of other property; Outside the premises – theft, disappearance and destruction of money and securities and loss of other property from actual or attempted robbery; Computer fraud; Money orders and counterfeit paper currency. Includes additional endorsement for CITY/Client property in the care, custody and control of the MSP; Funds transfer fraud; Extortion; Designated agents; and Leased workers. Coverage shall be provided with the minimum limits of \$250,000 per occurrence and a minimum annual aggregate limit of \$1,000,000. Maximum deductible under this policy shall not exceed \$50,000.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a 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. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. Cross-liability coverage as provided under standard ISO forms' separation of insureds clause; and
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

- v. Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions 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 and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

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

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**SCHEDULE- S**

**Audit, Inspection and Fiscal Reporting Requirements**

**NOTE: Business and service contracts up to \$500,000 are exempt**

1. Interim Financial Reports. The Contractor will provide the City or Redevelopment Agency and City Auditor a compilation financial statement prepared in accordance with Generally Accepted Accounting Principles no later than forty-five (45) days at the end of each month/bi-monthly/calendar quarter (circle one)<sup>1</sup> period. (  )
2. Property Accounting. The City and Contractor will inventory all City property, real or personal, that is transferred to the custody of the Contractor, if any, at the inception of this agreement. Annually, Contractor shall provide an inventory and an acquisition and disposal report for all City property transferred and all property acquired with City funds disbursed under this Agreement.
3. Protection of the Entity, Integrity and Assets. In order to protect the entity, it shall comply with the following:
  - (a) Proceeds from the sale of assets that are listed as collateral for the loan to the entity shall be applied to reduction of debt owed to the City by that entity.
  - (b) The Contractor shall not issue stock, add new partners, add new equity participants or encumber the ownership of the owners without the prior written approval of the City.
4. Tax Reports. At the option of the governing agency or the City Auditor, the Contractor shall provide payroll tax reports, sales tax reports, income tax reports, hazardous materials reports and other reports filed with federal, state and local government.
5. Accounting. The Contractor is required to prepare and maintain an up-to-date double entry General Ledger on the accrual basis in accordance with Generally Accepted Accounting Principles. (  )
6. Expenditures Required by Contractor. Contractor shall provide, during the course of the agreement, reports of expenditures from the proceeds of City funds, loan funds from City administered programs and grants from programs administered by the City. The reports shall be at such frequency and of such content as specified by the City oversight agency and/or the City Auditor. Supporting documents may be required.
7. Fiscal Year End. Contractor, within one hundred twenty (120) days after the end of the fiscal year, shall provide to the governing agency and the City Auditor a Reviewed or Audited (circle one)<sup>2</sup> financial statement prepared by a Certified Public Accounting firm acceptable to the City Auditor. The statement shall be prepared in accordance with Generally Accepted Accounting Principles. Where applicable, such statements shall conform to the Single Audit Act, Circular 0M13 A- 133. This audit provision shall conform to the Table of Contract Clauses Related to Financial Responsibilities. (  )

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1 Select report period as recommended by the City Auditor.

2 Select report level as prescribed by the City Auditor's Table of Contract Clauses Related to Financial Responsibility.


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In addition, a copy of the Management Letter from the CPA firm shall be provided.

A. Contractor agrees to comply with the City's audit requirements for nonprofit organizations:

1. For agencies receiving annually less than \$100,000 in cumulative funding from all sources (government or private), the Community and Economic Development Agency, in conjunction with the City Auditor's Office, will determine agencies to be selected for audit oversight of grant funded activities by the City Auditor's Office or a designated auditor.
2. For agencies receiving annually at least \$100,000 but less than \$300,000 in cumulative funding from all sources (government or private), an audited financial by a CPA is to be provided to the oversight agency and the City Auditor
3. For agencies receiving annually \$300,000 or more in cumulative funding from all sources (government or private) a single audit report shall be provided.

B. Contractor agrees to comply with the following general requirements for audits:

1. Where applicable, audits must be conducted in accordance with Government Auditing Standards (2003 and subsequent revisions) prescribed by the Comptroller General of the United States. All other audits must be conducted in accordance with auditing standards generally accepted in the United States of America.
2. Contractor is encouraged, to the extent feasible; to procure its audits from small, local and minority and women-owned Oakland audit firms.
3. Funds to cover the cost of the CDBG portion of the audit may be set-aside in the CDBG budget.  

4. A management letter shall be requested from the Certified Public Accountants and be presented to the City Auditor and the oversight committee
5. When Contractor is not subject to the City's audit requirements but obtains its own audit, a copy must be provided for the City's files within sixty (60) days after the audit has been completed by the Contractor's auditor along with the management letter.

8. Section Inspection of Books and Records

A. During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Contractor shall maintain financial and operational records related to this Agreement or to any other agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.

B. During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) days prior notice to Contractor, access to and the right to make copies of any of Contractor's books, statements,

documents, papers or records (“Financial Information”) which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as “Audit or Audits”). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City’s right to Audit and to make copies shall apply whether such Financial Information is located at Contractor’s offices or at Contractor’s banks, financial institutions or lenders, or at the offices of Contractor’s financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor’s banks, financial institutions or lenders, or from Contractor’s financial consultants, accountants or bookkeepers.

- C. Such Audits may be performed by City through its employees or by its designees including, without limitation, a third party auditor retained by City. City’s right to Audit under this **Schedule S, Section 8.C** is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- D. If any Audit of Contractor’s invoices or other records reveals any variance from any invoice to City, or of any amount of any grant or loan funds provided to Contractor by City which is in excess of the amount actually due to or granted to Contractor by City, then: Contractor shall immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds received from City in excess of one percent (1%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute a material breach of the Agreement and City may terminate the Agreement in accord with the termination provisions of **Section 16** therein, and Contractor shall be subject to a breach of contract claim for damages by City and a claim for return of all grant or loan funds provided to Contractor by City.

\_\_\_\_\_  
Contractor’s Signature

\_\_\_\_\_  
Date



## SCHEDULE V AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

(For use by all City agencies and departments for professional services contracts)

To be completed by the prime consultant

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

Exhibit B  
**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT  
 BETWEEN THE CITY OF OAKLAND**  
**And \_\_\_\_\_**

Whereas, the City Council has authorized the City Manager to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of, between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and, (“Contractor”).

2. Scope of Services

Contractor agrees to perform the services specified in -----attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. . The Project Manager for the City shall be -----.

3. Time of Performance

Contractor’s services shall begin on \_\_\_\_\_, and shall be completed by \_\_\_\_\_

4. Compensation and Method of Payment

Contractor will be paid for performance of the entire scope of work set forth in **Schedule A** an amount not to exceed \_\_\_\_\_. Payment at the **rates** stated in **Schedule A**, shall be due upon completion and acceptance of the **services**, at which time Contractor shall submit an invoice. Invoices shall state a description of the **services** completed and the amount due.

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

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

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5. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

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f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

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

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

10. Agents/Brokers

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

11. Assignment

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

12. Publicity

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

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

13. Title of Property

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

14. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$1,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$1,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$250 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

15. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor’s Subcontractors shall state in all solicitations or

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advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 “Declaration of Compliance with the Americans with Disabilities Act,” attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers’ representative of Contractor’s commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16. Local/Small Business Enterprise Program (L/SLBE)

- a. For contracts exceeding \$15,000, Contractors utilizing subcontractors shall comply with the LBE/SLBE goals or demonstrate compliance with all good faith effort requirements of the City’s Professional Services Contract Program. Additionally, opportunities for training and employment shall be given to residents of the City of Oakland.
- b. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- c. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Manager 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.
- d. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

17. Living Wage Requirements

This Agreement is subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland

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Municipal Code and its implementing regulations if it is for an amount of \$25,000.00 or more, or if it is amended to increase the contract amount by \$25,000.00 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$9.13 with health benefits or \$10.50 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. (Effective July 1, 2002 rates will be \$9.45 with health benefits and \$10.87 without health)
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation

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

- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

18. City of Oakland Campaign Contribution Limits

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

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

19. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

20. Indemnification

Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Contractor, its officers, employees, subconsultants or agents.

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

All of Contractor's obligations under this section are intended to apply to the fullest extent

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permitted by law and shall survive the expiration or sooner termination of this Agreement.

21. Political Prohibition

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

22. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

23. Business Tax Certificate

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

24. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 1, 2003.

25. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

26. Validity of Contracts

The Oakland City Council must approve all agreements greater than \$15,000.

This Agreement shall not be binding or of any force or effect until signed by the City Manager or

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his or her designee and approved as to form and legality by the City Attorney or his or her designee.

27. Governing Law

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

28. Notice

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

**City of Oakland**

Risk Management Division  
150 Frank Ogawa Plaza  
Suite 2352  
Oakland, CA 94612  
ATTN: Deborah Cornwell

**Contractor Information**

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

29. Entire Agreement of the Parties

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

30. Modification

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

31. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination,

such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

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

32. Time of the Essence

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

33. Commencement, Completion and Close-out

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

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

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

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

34. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

35. Inconsistency

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

City of Oakland,  
a municipal corporation

Contractor

\_\_\_\_\_  
(City Manager's Office) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Department Head Signature) (Date)

\_\_\_\_\_  
Business Tax Certificate No.

Approved as to form and legality:

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
(City Attorney's Office Signature) (Date)