



CITY OF OAKLAND

Deanna Santana, City Administrator

REQUEST FOR PROPOSAL (RFP)

For

ROLLING OWNER CONTROLLED INSURANCE PROGRAM BROKERAGE AND ADMINISTRATION SERVICES

**DEPARTMENT OF HUMAN RESOURCES MANAGEMENT/
RISK AND BENEFITS DIVISION
150 FRANK H. OGAWA PLAZA, SUITE 2352
OAKLAND, CA 94612**

MAY 4, 2013



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<p>The following standard schedules will be collected from the successful proposer prior to full contract execution and may be viewed at: http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also request a copy by email isupplier@oaklandnet.com</p>	
• <u>Combined Schedules C-1, P, U, V</u>	
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**REQUEST FOR PROPOSAL (RFP) –
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I. INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland, Department of Human Resources Management/Risk and Benefits Division.

Mandatory Pre-proposal Meeting Date and Time: Wednesday, May 15, 2013 at 10:00 AM at 150 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. **PLEASE NOTE: Failure to attend a mandatory pre-proposal meeting will render a proposer non-responsive and the proposal will be rejected.**

Deadline for Questions: 4:00 PM, May 21, 2013 by email to the Project Manager, Deborah Grant, Risk Manager (dgrant@oaklandnet.com)

Due Date and Time: Tuesday, May 28, 2013 at 2:00 PM

Deliver To: Office of the City Administrator, Contracts and Compliance Division, 250 Frank Ogawa Plaza 3rd Floor, Suite 3341, Oakland, Ca 94612
Phone: (510) 238-3190

Proposals Must Be Received and Time Stamped by Contracts and Compliance Staff No Later Than - 2:00 P.M.

The Contractor shall be required to comply with all applicable City programs and policies. Details are presented in the project documents and will be discussed at the pre-proposal meeting i.e. ♦ Equal Benefits ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott and ♦ 25% LBE ♦ Dispute Disclosure. In addition, descriptions and policies are available online at (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>)

Contractors that wish to participate in the RFP process are required to register in iSupplier. Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Consult the City website for the Plan Holder list.

1. iSupplier Registration/Login:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>
2. iSupplier Plan Holders List:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/Construction/index.htm>

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

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1. Project Manager: Deborah Grant, Risk Manager at dgrant@oaklandnet.com or (510) 238-7165
2. Contract Admin: Paula Peav at ppeav@oaklandnet.com or (510) 238-3190
3. Contract Compliance Officer: Vivian Inman at vinman@oaklandnet.com or (510) 238-6261

II. SCOPE OF SERVICES

City of Oakland seeks to contract with an insurance brokerage firm, led by an experienced account manager **based in California** (the broker), with expertise in all phases of developing, implementing and administering a Rolling Owner Controlled Insurance Program (ROCIP). Firm/Broker shall possess the ability to develop, market, implement, and administer a ROCIP, including onsite construction related loss control and claims administration services, in a public-entity environment. Firm/Broker shall have experience in the development of ROCIPs for construction of public/institutional buildings. Firm/Broker shall possess business licenses, professional certifications, or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct an insurance broker services business in California.

This RFP establishes the means for prospective brokers to submit their qualifications to administer a ROCIP for the projects described in Attachment E for the services described in this document.

The scope of services to be performed by the selected Broker/Administrator(s) is generally described in Section II, but is subject to clarification and amendment based on the negotiation with the selected Broker(s). A copy of a standard professional services agreement is included in Attachment A to the RFP. The standard agreement form may be modified and adapted to the specific terms and conditions required for the agreed-upon insurance brokerage and administration services. The City of Oakland may determine that a proposal is nonresponsive if the proposal takes exception to any contract provisions or otherwise seeks to substantially shift risk to the City of Oakland.

It is the intent of the following Scope of Work is to describe brokerage and administrative services being requested by the City of Oakland, Risk & Benefits Division (RBD). The City of Oakland is seeking proposals from qualified insurance brokerage firms to market and provide insurance brokerage and administrative services for a Rolling Owner-Controlled Insurance Program (ROCIP) for upcoming Capital Improvement and public works construction projects.

The City intends to award a four-year contract with option to renew to the bidder selected as the most responsible and/or qualified bidder whose response conforms to the RFP and meets the City's requirements.

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SPECIFIC REQUIREMENTS

As used in this RFP a ROCIP (program) involves the consolidated procurement of the policies of insurance necessary to insure the interests of the CITY and its contractors that have contracted for the construction of the construction projects listed in Attachment E. The intent is for Capital Improvement Projects and public works construction projects of all sizes to be eligible for this program with no minimum project size requirement.

The scope of services described in this RFP and its Attachment A, Sample Contract may include some or all of the following services (Services):

A.1 Develop conceptual ROCIP feasibility/design: The broker will participate in and/or perform detailed, and continuous, program design to include:

- Determine feasibility of implementing ROCIP for assigned projects
- Recommend each line of insurance coverage to be provided within the program
- Forecast costs expressed as a percent of construction costs for each line of insurance coverage under consideration for inclusion within the program
- Recommend levels of retained risk to be considered by the City
- Recommend means to fund the security requirements associated with deductibles or self-insured limits included within program design
- Develop contract terms and conditions to be included in the contracts of architects and engineers, construction managers, and subcontractors of every tier
- Prepare a comprehensive risk register for each project to include best methods to improve risk allocation through focused contract language and insurance policy terms and conditions

A.2 Develop ROCIP Implementation Plan: The broker will prepare in consultation with CITY staff, a detailed program implementation plan to include:

- Develop specifications for terms and conditions of each line of insurance to be included in the program
- Develop program manuals to be provided to contractors enrolled in the program
- Develop communications to architects and engineers, construction managers and subcontractors as necessary to implement the program
- Survey potential insurance underwriters to determine market receptivity to the program as designed
- Prepare a final report concerning the feasibility, cost and administrative requirements of the program.

A.3 ROCIP Implementation/Insurance Brokerage Services: Should the CITY decide to implement the program the broker will provide all of the services necessary to implement the program to include:

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- Prepare final underwriting submissions and market insurance coverage for each line of insurance selected for inclusion in the program
- Obtain competitive proposals from qualified insurers
- Evaluate and make recommendations to the CITY on the best insurer(s) for each line of insurance coverage
- Upon direction from the CITY bind insurance coverage
- Finalize program manuals, communicate with architects and engineers, construction managers, and subcontractors as necessary to implement the program
- Attend pre-bid meetings to explain the requirements of the program to any potential responder to bids for construction services
- Assist contractors to enroll in the program and to understand the need to inform the contractor's existing insurer(s) of its enrollment in the program, and to be available to answer the contractor's questions and concerns in a timely manner.

A.4 Program Administration: The broker will provide ongoing OCIP administration to include:

- Receive and review all insurance policies, binders, certificates, endorsements or other documents when they are received and provide the City with comments relating to areas of concern, possible improvement, and alternative terms and conditions when the policies are forwarded to the City.
- Provide insurance quotations for additional coverage such as Contractors Pollution Liability (CPL), Cost Cap, and Railroad Protective Liability (RPL).
- Develop contract terms and conditions to be included in the contracts of architects and engineers, construction managers, and subcontractors of every tier.
- Prepare and distribute pre-bid and bid materials.
- Explain the ROCIP to contractors and assist in preparing forms, deducting bid credits and deterring interaction between the ROCIP and the contractor's insurance program.
- Screen contractor proposals and design a system to verify that contractors have removed insurance costs from their charges as appropriate and account for savings to the City.
- Participate in negotiations as required to assure that proper charges are deducted.
- Initiate contact with contractors awarded the contract for the projects in the City's Capital Improvement Plan (CIP) that will be insured.
- Develop ROCIP program manual and provide it to architects and engineers, construction managers, and subcontractors of every tier.
- Request, collect, and verify ROCIP enrollment forms, off-site insurance documentation, policy rating pages, and inquire about sub-tiers from contractors.
- Verify accuracy of contractors' insurance deductive changes listed in each construction project's request for proposal and prior to executing the final contract.
- Notify City, General Contractor, and any upper-tier contractor of any changes to a contractor's insurance.

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- Issue insurance verification and copies of insurance policies to all enrolled contractors.
- Provide any additional information required by an enrolled contractor to ensure compliance with the program and to avoid any gaps in coverage.
- Collect necessary payroll data and other information necessary to issue insurance invoices in a timely manner.
- Review all insurers' audits and verify their accuracy.
- Verify compliance by contractor and all other parties including consultants, with insurance requirements for exposures outside the OCIP.
- Issue evidence of insurance and endorsements, as required, to third parties.
- Record data into ROCIP software.
- Provide insurance verification and copies of insurance policies to all enrolled contractors. Provide any additional information required by an enrolled contractor to ensure compliance with the program and to avoid any gaps in coverage
- Collect necessary payroll data and other information necessary to issue insurance invoices in a timely manner (monthly or quarterly)
- Schedule, plan, and maintain records for monthly program progress meetings, including minutes and an action item register, both to be published within 7 days following each scheduled meeting
- Maintain a program management information system that includes each of the following metrics:
 - web based functionality
 - insurance program coverage specifications and limits of liability
 - insurance policy register, including premium basis, and minimum premium requirements, if any
 - an estimate by project, by contractor, of insurance costs and expected deductions
 - exposure based reporting, e.g. review of costs associated with enrolled contractors by trade
 - project specific and total program financial reporting
 - register of certificates of insurance by project and total program
 - program statistics by project, and by total program, for each project, contractor, subcontractor, change order etc.

A.5 Risk, Safety & Loss Control and Claims Services: The broker will provide, in coordination with the City, safety and claims management services to include:

- Participate in preliminary project hazard analysis to identify construction and operational hazards to be mitigated in the design and construction process for areas such as:
 - Site safety and security
 - Crane management
 - Fall protection

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- Mechanical exposures
 - Industrial hygiene exposures
 - Fire exposures
 - Environmental exposures
- Assign appropriate full time equivalent loss control staff to the project to work with the construction manager and enrolled contractors to ensure site safety and security
 - Work with the construction manager and enrolled contractors to indentify and cooperate with the designated safety representative for each contractor at each project
 - Conduct routine project site safety inspections and incident investigations, and provide a report of findings within 7 days of the completed inspection or investigation
 - Maintain a register of site safety violations, concerns and corrections, and provide a post project lessons learned report
 - Assist in claims investigations, claims administration, litigation management, reserve analysis, and loss mitigation programs e.g. onsite medical clinics, medical bill reviews, and claim reserve analysis.
 - Analyze project risks and prepare a comprehensive risk register for each project to identify best methods to reduce risk.
 - Develop a construction safety plan.
 - Review contractor’s site specific safety plans and ensure that they meet or exceed the minimum requirements of the safety plan and all appropriate laws and regulations.
 - Assist in contractor / subcontractor pre-qualification in accordance with Section 4420 of the California Government Code including:
 - Pulling and reviewing contractors/subcontractor Experience Modification Rate (EMR);
 - Reviewing contractor/subcontractor serious and willful violation history; and,
 - Reviewing contractor/subcontractor injury illness prevention program (IIPP).
 - Assist, as requested, in the development of a safety incentive program targeted at the worker level.
 - Assist in the development of an OCIP-specific emergency management and recovery plan for each project.
 - Identify the need and provide a resource for safety training programs for contractor personnel. Examples are confined space entry, crane operations, personal protective equipment use, and others
 - Assign appropriate full time equivalent loss control staff to the project.
 - Assign staff to work with the construction manager and enrolled contractors designated safety representations to ensure site safety and security.
 - Coordinate carrier loss control inspections.
 - Assure that the ROCIP program complies with all relevant laws and regulations, including reporting, contractor safety screening and establishment of required programs.
 - Obtain required payroll information from contractors on a current basis to allow payroll-based loss analysis at least monthly.

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- Review and comment on insurer loss control activities, make recommendations, and direct insurer safety activities, as appropriate.
- Provide claims and payroll information, by individual contractor, to the State Worker's Compensation Rating Bureau for promulgation of EMR's.
- Conduct meetings with contractors before filing unit statistical reports.
- Develop a system to assure that claims are assigned to the contractor involved in the loss and to avoid claim allocation errors.
- Assure that the ROCIP insurer provides general liability and workers' compensation claim management services.
- Assist in claims investigations, claims administration, litigation management, reserve analysis, and loss mitigation programs.
- Assist in the timely adjustment and settlement of claims and losses and advise on coverage application to specific loss situations.
- Monitor loss runs to identify developing loss trends and recommend corrective action, as appropriate.
- Organize and conduct quarterly claims review meetings with RBD and construction personnel.
- Provide third-party recovery and subrogation management to the extent losses occur within any self-insured retention or program deductible.
- Manage all claims related to the ROCIP program, as applicable, for three years after project completion.
- Determine eligibility, enroll, and establish close out procedures for all covered contractors in the ROCIP.
- Review and audit all data received from contractors.
- Calculate final insurance deductive change.
- Distribute the final insurance deductive change calculations to appropriate parties, including ROCIP close out letter and backup data.
- Distribute claim reporting procedures and forms to ROCIP contractors.
- Review ROCIP insurance premium audits and final premium for accuracy.
- Meet with the City's Risk Manager, Public Works Director, Assistant City Administrator and other designated representatives no less often than quarterly to discuss issues affecting the ROCIP.
- Provide periodic presentations as requested by the City.
- Maintain all confidential information provided pursuant to the contract, and return any written, computer generated or other tangible documentation or proprietary information to City upon request or at the termination of the contract.
Administrator shall not permit reproduction or use of confidential information except as authorized by the City. Documents generated, provided or prepared on behalf of the City are the property of the City and must be turned over to the City upon request in the format requested (i.e. on diskette, paper, or otherwise).
- Inform City immediately of any proposed changes in the individuals assigned to the administration unit and provide the qualifications of the prospective replacements. Such changes shall be made subject to agreement with the City.

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- Provide support services through the closeout of the ROCIP including potential claims activity under the completed operations portion of the coverage. It is anticipated that this period will extend out to the statute of repose.
- Perform back-end interaction with carriers.
- Cooperate in any transition to another broker at the expiration of the original contract, unless extended by the City.
- Deliver all data and documents as set forth herein to the new broker in a timely manner.

B. Conditions and Expectations

- B.1 Broker shall act as an independent insurance advisor to the City of Oakland for the ROCIP and proactively provide ongoing unbiased professional advice and recommendations that benefit the City.
- B.2 Broker shall proactively provide ongoing review and analysis of insurance programs for the ROCIP and identification of risk transfer and risk financing options.
- B.3 Broker shall be familiar with the coverages provided by all relevant insurance policies and documents covering the ROCIP, including policies procured by the City and policies and other coverage provided by construction contractors for the covered projects. The Broker shall also be familiar with the exposures of the City arising from the ROCIP and covered projects.
- B.4 Broker shall assure that insurance policies procured under this Agreement are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers.
- B.5 Broker shall service insurance policies placed for the City related to the ROCIP covered construction projects, including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- B.6 Broker shall provide to the City early warning of rate and coverage changes or renewal problems through a mutually agreeable process. Broker shall promptly advise the City's Risk Manager of any changes in exposure during the policy term that would require revisions to existing insurance coverages. Upon request of the City, but at least once a year, Broker shall provide a comprehensive report that reviews the coverages placed under this Agreement.
- B.7 Broker shall continually monitor ROCIP covered project operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.
- B.8 Broker shall answer questions and obtain answers from underwriters for policy coverage questions. Broker shall on reasonable notice meet with City Risk Management staff, ROCIP covered contractors and consultants, City committees, and/or staff of City departments when requested. All requests must be pre-approved by the City Risk Manager prior to participating.
- B.9 Provide consultation service and written reports as normally expected of a professional broker to a large client including Risk Management-related training and online resource development, related to this type of policy.
- B.10 Administer all ROCIP related claims and provide additional assistance with non-ROCIP claims as requested by City. Analyze loss exposures arising from the ROCIP

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covered projects, and recommend the appropriate risk management alternatives, including types, availability, cost and extent of coverages that should be considered.

B.11 Policy Review:

- a. Review ROCIP policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers to ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to City.
- b. Obtain revisions needed to achieve compliance with coverage request. Timely forward to the City the original policies with a sheet attached bearing the signature of the person responsible for compliance review.
- c. Provide a timeline for issuance of policy forms prior to issuance of premium invoice and provide sufficient copies of policies in both hard copy and digital media (or via secure online sources) to City Risk Management.
- d. Provide copy of the policies, upon request by the Contractor or the City.

B.12 Policy Amendments:

- a. Process requests for additions or deletions to policies within five business days of receipt.
- b. Provide City with copies of initial correspondence to the insurers. Follow up every two weeks from request date until the insurer has handled request.
- c. Advise in writing of any changes to insurance policy(ies) within 14 days of Broker's receipt of notice or other knowledge of the change.

B.13 Marketing:

- a. Monitor expiration dates of policies and provide City written notification at least 180 days prior to expiration, including a description of information needed to process the renewal.
- b. Work with the City to develop and implement a marketing strategy, including identifying potential markets, for program renewals within agreed timelines.
- c. Develop underwriting information and assist in gathering and organizing exposure and loss data for replacement of policies, including completing applications as necessary.
- d. Provide actuarial and statistical analysis of loss and expense data to assist in the establishment of premium, and targets for various layers of risk.
- e. Work with carriers to design policies and programs most advantageous to the City for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other pertinent factors.
- f. Advise of and include City representatives in marketing meetings with prospective carrier, where advantageous to securing coverage.
- g. Market renewal coverages for City by obtaining timely and competitive quotations from available and responsible insurers.
- h. Provide indications to City at least 90 days prior to insurance policy expiration unless otherwise approved by City.

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- i. When more than one market is approached for a line of coverage, provide City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.
- j. Provide quotations for specialized types of insurance, as requested by City.

B.13 Claims:

- a. File claims on assigned insured programs on behalf of the City.
- b. Promptly notify City of any losses or accidents reported to Broker and work with internal or outside claims adjustors as necessary.
- c. Represent the interests of City and its departments in policy interpretation and other negotiations with insurance carriers.
- d. Conduct quarterly claims review meetings with the City Risk Manager and other City representatives. Represent City to the insurer with regard to requested explanation or reduction of reserve amounts. Follow-up with insurer every 30 days until resolution of any reserve reduction requests are accomplished or until claim is closed.
- e. For all lines of insurance where loss runs are not otherwise available, provide regular (e.g. quarterly) loss runs indicating the member name, claim status, amount paid, reserves, expected outcomes of cases, and other summary information.
- f. Review all quarterly loss runs for all claims on all coverages. Evaluate loss history for trends or other indicators that might dictate changes in coverage strategy. Identify any relevant issues and advise City in writing.
- g. Provide annual summaries by policy year for each of the last five years indicating total number of losses by type for each line of coverage and showing earned premium, incurred losses and loss ratio.

B.14 Certificates of Insurance and Brokers Endorsements:

Broker shall issue certificates of insurance and Broker's endorsements of coverage within three(3) business days following the date of City request.

B.15 Billing:

- a. As directed by City, issue invoices to City for premiums due for insurance.
- b. Maintain appropriate accounting of amounts due, receipts, and payments to insurers.
- c. Process Final Audits for each policy.

B.16 Legal Compliance:

Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of California.

B.17 Stewardship:

At least 180 days prior to program anniversary, provide City with a written annual service summary for the policy year to include:

- a. A schedule of coverage showing nature of coverage, limits, deductibles, insurer, policy number, premium and other relevant information.

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- b. Summary of team servicing this account.
- c. Anticipated renewal terms and conditions and other indications of market conditions, trends and anticipated changes.
- d. Identified problem areas such as claim handling, safety hazards, insurer financial problems, etc.
- e. Recommendations for improved program design.
- f. Services performed for the current year and planned for the next year.
- g. Accounting of all income received on this account.

B.18 Additional Services:

- a. The Scope of Work under this Agreement may be modified through negotiation and by written and signed addendum.
- b. City may chose to use a property appraiser, safety control service, structured settlement firm or other similar service provider in connection with the insurance coverages Broker places for City or the services Broker provides to City. If City elects to use a service provider from which Broker or its corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services City purchases from the provider, Broker will disclose additional information regarding that compensation to City before City makes a final decision to use the service provider.

C. Broker Compensation:

Brokers will provide the required services in consideration for a fee based on the segment of services being provided. Certain costs must be incurred by the broker in establishing the programs and processes necessary to deliver the services that are not necessarily recurring costs as the program moves from a start up phase to maturity.

Primary Capital Projects currently considered for ROCIP coverage are included in Attachment E of this document. The scheduling of and/or order in which projects will ultimately be constructed is not guaranteed. Therefore the fee must be charged by project. There is no guarantee that the projects on the list will be completed or included in the ROCIP.

In addition to the listed Capital Improvement Plan (CIP) projects in Attachment E, additional CIP projects and public works construction projects may be considered in the future. These projects may be included in the program. If included, the projects will be assigned to the ROCIP at the sole discretion of the City. Any compensation paid to the broker is payable based on the construction value of the project assigned.

There will be no additional fee payable to the broker for the run off of the program following completion of all construction work in progress. Fees earned during the course of construction on projects listed above shall be the sole compensation paid to the broker. Any compensation due as a result of final audit premium statements will be paid at the percent associated with each project, or at the percent associated with remaining CIP projects, which ever are applicable to the audit premium due.

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As part of the insurance brokerage services required it may be necessary that, from time to time, the broker will receive commissions from insurance companies as part of the completion of the Services. The broker must disclose in writing to the City all fees and commissions the broker may receive from insurance and/or reinsurance companies related to insurance required for the successful operation of the ROCIP. The broker will make such disclosure at the time the City authorizes in writing that the insurance can be bound. **Any commission or fees received by the broker shall be credited by the broker against the fee payable by the City.**

In the event that the fees or commissions are due as part of a transaction where insurance is purchased using the services of an excess and surplus lines insurance broker, or a managing general agent, then an amount of not less than 50% of the commission paid to the excess and surplus lines insurance broker or the managing general agent shall be credited by the broker against the fee payable by the City.

It is understood by the City that the broker may be affiliated as part of the same parent company, or by other arrangement, with a reinsurance broker. Should such reinsurance brokerage be used to place reinsurance in support of an insurer providing insurance necessary for the successful completion of the ROCIP, any compensation paid by a reinsurer to the reinsurance broker shall be required to be credited by the broker against the fee payable by the City.

For transactions where insurance is placed as part of the ROCIP the broker shall provide to the City the original quotation statement, signed by a representative of the insurance company, that provides the quotation, including the total commissions paid, if any, to the broker, to any excess and surplus lines insurance broker, or to any managing general agent.

D. DELIVERABLES/REPORTS

Broker shall:

1. Prepare and distribute weekly ROCIP enrollment reports to the City and other appropriate parties.
2. Assure that all required workers' compensation reports are submitted to appropriate agencies, as applicable.
3. Prepare and distribute monthly non-compliance reports to the City and other necessary parties.
4. Provide one or more on-site safety coordinator(s) and provide site safety services to include routine project site safety inspections and incident / accident investigations, and provide a report of findings within 7 days of the completed inspection or investigation.
5. Maintain a register of site safety violations, concerns and corrections, and provide a post project lessons learned report.

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6. Submit claim reports to appropriate carrier(s) and to the City.
7. Maintain accurate claim data on an accident date basis.
8. Provide the City with a monthly status report to include the following:
 - Rosters of enrolled and non-enrolled contractors, including start-up and completion dates and identifying general-subcontractor relationships;
 - Payroll and labor hours by contractor;
 - A compliance exception report identifying contractors not submitting required payroll, insurance compliance, enrollment or closeout forms;
 - A report of contractor loss performance tied to payroll and labor hours;
 - Summaries of safety write-ups, by contractor; and
 - Applied deductibles and recoveries (by contractor and for third parties).
9. Prepare and distribute final ROCIP financial status report for each project.
10. Prepare and distribute monthly, quarterly, and annual reports to the City relevant to the operating and financial status of the ROCIP.
11. Prepare a closeout report for each project documenting savings and success of the Project. To prepare for writing the report vendor shall perform the following:
 - Obtain final payroll information;
 - Assist in resolving all outstanding claims;
 - Audit any dividend or retro calculation and prepare a written report summarizing the audit's findings; and
 - Assist in any negotiations with insurers regarding outstanding claim reserves and dividend/retro adjustments.
12. Work with City staff to prepare an annual report, including a summary of past activity and action plans (anticipated goals) for the coming contract period before the beginning of each year of service, including at a minimum:
 - Insured program earned premiums and incurred losses by year by coverage line;
 - Identified problem areas such as claim handling, safety hazards, uninsured risks, etc;
 - Services performed and planned; and
 - Savings realized as verified by identification of contractor-removed insurance costs in construction bids. Schedule, plan, and maintain records for monthly program progress meetings, including minutes and an action item register, both to be published within 7 days following each scheduled meeting.

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13. Provide reports regarding periodic review of claims: specific cases as well as reserving practices, reporting procedures and adequacy of claim statistics.

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)- (25% LBE requirement ONLY for this RFP)
 - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
 - b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
 - c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
 - d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an

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Oakland workforce.

- e) In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j) Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.

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- k) 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.
- l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m) 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.

4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 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

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Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**

- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.75 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) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>
- e. Contractor shall provide to all employees and to Contracts and 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 the City Administrator, Contracts and Compliance Unit, 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

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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 Contracts and Compliance.

5. Equal Benefits Ordinance

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

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

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

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The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE

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

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

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

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

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from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

7. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated

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herein.

- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or

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sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

8. Arizona and Arizona-Based Businesses

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

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

9. Pending Dispute Disclosure Policy:

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

10. 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.

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11. Nuclear Free Zone Disclosure

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

12. Sample Professional Service Agreement

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

13. Insurance Requirements

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

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

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

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (Schedule Q). A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

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

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

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14. City Contractor Performance Evaluation

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

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

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

16. Contractor's Qualifications

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

17. The following City staff are available to answer questions:

RFP and Project related issues:
Project Manager: Deborah Grant, (510) 238-7165
Contract Analyst: Paula Peav, (510) 238-3190
Compliance Officer: Vivian Inman, (510) 238-6261

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18. All responses to the RFP become the property of the City.
19. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
20. 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.
21. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
22. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
23. 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 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.
24. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit six (6) hard copies of the proposal and one (1) electronic copy, to Deb Grant, Risk Manager dgrant@oaklandnet.com. **The proposals are due at the Department of Contracts and Compliance, Office of the City**

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**Administrator, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612
time stamped by no later than 2:00 P.M., May 28, 2013.**

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. Addressed to Deborah Grant, Risk Manager, Department of Human Resources Management, Risk and Benefits Division, 150 Frank H. Ogawa Plaza, Suite 2352, Oakland, CA 94612. (Please do not submit proposals to this address).
- b. Signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team

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

11. Submittals are validated using the following RFP Checklist.

G. Schedules (Required with submission)

- **Schedule E - Project Consultant Team**
- **Schedule O - Campaign Contribution Limits**

1. Other schedules must be submitted prior to full contract execution and are available at

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

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2. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
3. Proprietary Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
4. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether or not to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.

E. EVALUATION OF PROPOSALS

All proposals will be evaluated by a City Selection Committee (CSC). The City Selection Committee may be composed of City staff and other parties that may have expertise or experience in brokerage and administrative services. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Risk and Benefits Division only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

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The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the City intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the City. The goal is to award a contract to the bidder(s) that proposes the City the best quality as determined by the combined weight of the evaluation criteria. The City may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on a five-point scale. The scores for all the Evaluation Criteria will then be added according to their assigned weight (below) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred fifty (50) points including local and small and local or emerging and local preference points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two stage approach is used, the five (5) bidders receiving the highest preliminary scores and with at least 80 points will be invited to an oral

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presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The CITY evaluation panel will evaluate proposals using the following criteria, each to be weighted as indicated. Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of **162.5** points, will be used in evaluating and rating the participating firms.

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	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
B.	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.epls.gov.</p>	Pass/Fail
C.	<p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <p><u>System Design</u> - Describe your firm's capability to provide a system, including any necessary hardware and software, to track information regarding payroll losses, application of deductibles, and recoveries on ROCIP policies. If an insurer will provide the Risk and Insurance Management Society (RIMS), please provide basic information regarding the information system used by each insurer you will consider using for the ROCIP (workers' compensation and general liability).</p> <p><u>ROCIP</u>- A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness and technical expertise.</p>	25 Points

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D.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and (c) affordability (i.e., the ability of the City to finance the equipment/system and services). Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the City cannot afford.</p>	30 Points
E.	<p>Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: Do the individuals assigned to the project have experience on similar projects? Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? How extensive is the applicable education and experience of the personnel designated to work on the project?</p>	20 Points
F.	References	5 Points
G.	Overall Proposal	20 Points
H.	<p>Oral Presentation and Interview: The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	25 Points

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I.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below: Has proposer demonstrated a thorough understanding of the purpose and scope of the project? How well has the proposer identified pertinent issues and potential problems related to the project? Has the proposer demonstrated that it understands the deliverables the City expects it to provide? Has the proposer demonstrated that it understands the City’s time schedule and can meet it?</p>	15 Points
J.	<p>Methodology: Proposals will be evaluated against the RFP specifications and the questions below: Does the methodology depict a logical approach to fulfilling the requirements of the RFP? Does the methodology match and contribute to achieving the objectives set out in the RFP? Does the methodology interface with the City’s time schedule?</p>	10 Points
	Local Preference	2-5 Points
	Local Hire and Years in Oakland Preference (2.5 Points for Years in Oakland, 5 Points for Oakland Resident Workforce)	7.5 Points

F. INTERVIEWS OF SHORT-LISTED FIRMS

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase. It is anticipated that approximately three teams will be invited to interview. The selected teams will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.

- 1) The interviews will last approximately 60 minutes, with the time allocated equally between the team’s presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
- 2) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 60 points, will be used in evaluating and rating the short-listed firms:

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- a) Presentation:.....25 points
(Scoring criteria is similar to that of the proposal criteria.)
 - Relevant Experience
 - Qualifications.
 - Organization.
 - Approach.
 - Other Factors
- b) Request for Proposal Submittal:.....20points
 - Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points
- c) Interview / Questions:.....15 points

Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 60 points, will be used in evaluating and rating the short-listed firms The City anticipates the tentative schedule of events to be as follows:

Only those contractors meeting the relevant experience and submit the SOQ will be invited for interviews.

- 3) The City anticipates the **tentative schedule** of events to be as follows:
 - Distribution of RFP 12:00 PM, May 4, 2013
 - Pre-proposal Meeting 10:00 AM, May 15, 2013
 - Submission of RFP 2:00 PM, May 28, 2013
 - Evaluation of Rankings May 29, 2013
 - Notification of Interviews May 29, 2013
 - Interviews May 31, 2013
 - Contract Negotiations June 3, 2013
 - Contract Documentation Distribution June 5, 2013
 - Contract Award June 26, 2013

G. CONTRACT NEGOTIATIONS AND AWARD

- 1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.

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2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. Upon successful completion of the negotiations, the City Administrator will award of the contract to the selected contractor.
4. A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
5. Upon award the City will issue a Notice to proceed.
6. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

ATTACHMENT A

SAMPLE
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
Name of Contractor

Whereas, the City Council has authorized the City Administrator 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 Month, date, 2013 between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and Name of Contractor (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be **Project Manager**.

3. Time of Performance

Contractor’s services shall begin on Month, Date, 2013 and shall be completed December 31, 2012

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed **\$Amount**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

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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.

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. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. 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

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has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

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.

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

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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.

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

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to 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.

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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. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

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

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set

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forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

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- b. For purposes of the preceding Subsections (i) through (vi), the term “Contractor” includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor’s liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor’s obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City’s insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City’s liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim

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arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

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

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

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

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any

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and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

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

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

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule/s/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

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

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

19. Dispute Disclosure

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

20. Termination on Notice

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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 **Enter month date year.**

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the

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official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor 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

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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.

22. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, 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 advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, 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.

23. Local and Small Local Business Enterprise Program (L/SLBE) - (25% LBE Requirement ONLY for this RFP)

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation

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requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

- b. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.

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- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
 - j. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
 - k. 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.
 - l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 - m. 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.
24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants)

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of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires 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, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.70 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) - 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.
- e. Contractor shall provide to all employees and to the Division of Contracts and 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.

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- 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 Division of Contracts and 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 Division of Contracts and Compliance.

25. Equal Benefits Ordinance

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

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

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at

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that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

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

26. 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**.

27. Nuclear Free Zone Disclosure

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

28. 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.

29. Religious Prohibition

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

30. Business Tax Certificate

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

31. 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.

32. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

33. Governing Law

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

34. 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:

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(City of Oakland)
Agency/Department
Address
Oakland, CA
Attn: Project Manager

Name of Contractor
Address
City State Zip
Attn: Project Manager

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.

35. 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.

36. Modification

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

37. 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.

38. Time of the Essence

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

39. 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.

40. Approval

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

41. 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**

Name of Contractor

(City Administrator's Office) (Date)

(Signature) (Date)

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(Agency Director's Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Date of Expiration

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

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ATTACHMENT B

Schedule Q

**INSURANCE REQUIREMENTS
PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS**

(Revised 08/01/11)

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

Consultant shall procure, prior to commencement of service, and keep in force for the term of this contract, at Consultant'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, Consultant shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent Consultants, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
 - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability: Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability Insurance.** Consultant shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001. .
- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits

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not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Consultant 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 Consultant shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

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

- v. **Commercial Crime Policy** covering Employee Dishonest, third Party Fidelity and Money and Securities. Additional coverage 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 of City/Client property in the care, custody and control of the TPA; Funds transfer fraud; Extortion; Designated agents; and Leased workers. Coverage shall be provided with the minimum limits of \$1,000,000 per loss and a minimum annual aggregate limit of \$5,000,000. 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):** Consultant 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 and volunteers as insured's in the Comprehensive Commercial General Liability policy. If Consultant 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

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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. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subconsultants.
- iv. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with 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 Consultant, such insurance in the name of Consultant 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 Consultant 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

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

Should the Consultant subcontract out the work required under this agreement, they shall include all subconsultants as insured's under its policies or shall maintain separate certificates and endorsements for each subconsultant. As an alternative, the Consultant may require all subconsultants 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 Consultant shall be named as additional insured under the

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subconsultant's General Liability policy. All coverages for subconsultants shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Consultant 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

Consultant 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 rights to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

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

END OF SCHEDULE Q – INSURANCE REQUIREMENT

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ATTACHMENT C

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

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at ppeav@oaklandnet.com or phone number 510-238-3190

**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at ppeav@oaklandnet.com or phone number 510-238-3190

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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 <input type="checkbox"/> Original <input type="checkbox"/> 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) <input type="checkbox"/> Bid <input type="checkbox"/> Proposal <input type="checkbox"/> Qualification <input type="checkbox"/> 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:	
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
_____ 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 _____

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ATTACHMENT D

RFP RESPONSE QUESTIONNAIRE AND BID FORM

A. GENERAL

1. General
 - a. Name of Responding Company
 - b. Address
 - c. Telephone
 - d. Corporate Structure
2. Is your organization independently owned or affiliated either as a subsidiary or division of some other organization?
3. List each affiliated internal division or subsidiary corporation that you intend to provide services in response to this RFP and the nature of each service to be provided?
4. If the organization primarily responding to this RFP is a subsidiary of another organization provide the name and the primary business of the parent organization?
5. How long has your organization operated in the State of California?
6. List the names, title, role and number of years experience in the administration of ROCIP programs for each person that will be assigned to this project. Designate a single person as the Account Manager, **who must be resident in California** responsible for the success of the services. (Provide detailed Project Team Organizational Chart and details of the experience of each team member applicable to this project in an appendix to your response)

Name	Title	Primary Role	Years ROCIP Experience

7. If this project is awarded to your organization, do you intend to hire additional staff to provide the necessary services? If so, describe the number and type of staff, and clearly indicate these positions on the organization chart.

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8. If the project is awarded to your organization, do you intend to retain sub-contractors to provide necessary services? If so, describe the work that will be done by the responding organization, and what will be done by sub-contractors, and clearly indicate these positions of the organization chart.
9. If necessary is your organization willing to place an appropriate staff person at a designated CITY office?

B. ROCIP SPECIFIC

1. What is the premium volume directly related to ROCIP insurance programs administered by your organization?
 - a. Of this amount what is the ROCIP premium volume associated with construction projects being built in California?
 - b. Of this amount what is the ROCIP premium volume associated with construction projects for:
 - i. Public agencies nationwide?
 - ii. Public agencies in California?
2. Provide the name(s) if the primary insurer(s), reinsurer(s), public entity pool(s) or other markets your firm will utilize to support the insurance coverage requirements of the ROCIP. Provide list of any business lines your organization is not able to secure coverage.
3. Describe the primary service unit that administers ROCIP insurance programs within your organization?
 - a. Is the business unit dedicated to ROCIP administration?
 - b. Where is the business unit located?
 - c. Who is responsible for the day-to-day operations of the business unit?
 - d. How does the business unit interface with the Account Manager in delivering the required services?
4. If the ROCIP administration business unit is not based in California how does it interface with the organization's California based office(s) in providing the services necessary for a successful project?
5. Describe how your organization will go about designing an ROCIP program for the CITY to include the following:
 - Architect and engineer contract language
 - Construction Manager at Risk, Design Build , or Design/Bid/Build form of construction contract insurance language
 - Sub contract insurance language

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- Insurance program specifications
 - Insurance market identification and validation
 - Insurance marketing process
 - Insurance market financial security assessment
 - Contractor enrollment process
 - Ongoing program administration
 - Loss control and claims management program
 - Program close out
6. List examples of projects (no more than 10 projects) that illustrate your organization’s qualifications for developing and administering an ROCIP of the scope and size indicated in this RFP. The projects should be relevant to the City or institutional buildings/projects of similar complexity to those indicated in Attachment E that have been completed within the last 5 years, or are ongoing, and demonstrate the broker’s ability and experience to successfully complete the subject OCIP. Special emphasis should be placed on programs where new construction projects at diverse locations are continually added to the ROCIP.
7. For each project listed in response to B.5 above provide as a reference the name of an owner’s representative that can, and is willing to, respond to the efficacy of the ROCIP developed for that owner.
8. Provide a description of your organization’s process to evaluate the efficacy of an operating ROCIP, and to make recommendations for change in insurance policy and/or program terms and conditions during the course of the ROCIP program.
9. Describe how your ROCIP team will communicate with the City. Include within your description, with as much specificity as possible, your organization’s requirements for support from:
- The CITY Risk Management Unit
 - The CITY Design and Construction Unit
 - The architect/engineer
 - The construction manager/general contractor
 - Each subcontractor
10. Describe the metrics of the information system that your organization uses to administer an ROCIP.
11. Describe how your organization will work with the CITY to develop preconstruction project hazard assessments and detailed risk registers for each project enrolled in the ROCIP.
12. Describe how your organization will work to assist the CITY and its contractors to design and maintain a safe construction project, including commitment to staff the loss control service necessary for the success of the ROCIP.

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13. Describe your organizations resources and process to provide claims management, and conduct claims reserve audits.
14. Describe, in your opinion, the primary obstacles to a successful ROCIP.
15. Describe what factors in your experience has led you to believe are the most important to ensure the success of an ROCIP.
16. Describe how your project team will work to overcome the identified obstacles to a successful OCIP, to ensure the success of the ROCIP, and to close the ROCIP within a reasonable time after the completion of all construction work in progress.

C. COMPENSATION

The broker agrees to provide all of the Services required for the successful development, implementation and administration of the ROCIP as included in **Section II: Scope of Services:**

Item	Option A: Fixed Price per Project	Option B: Variable Price (Per \$100,000 Construction Cost)	Option C: Variable Price (% of Premium)
A.1 Develop conceptual ROCIP feasibility/design:			
A.2 Develop ROCIP Implementation Plan:			
A.3a ROCIP Implementation:			
A.3b ROCIP Insurance Brokerage/Marketing Svcs			
A.4 ROCIP Program Administration:			
A.5a Risk Control			
A.5b Claims Services:			
A.5c Safety & Loss Control Svcs			
Total Price (Combined all services)			

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ATTACHMENT E

SCHEDULE FOR PROJECTS

Category	ProjectNo	Title	Est Construction Cost
OAKLAND ARMY BASE DEVELOPMENT		OAKLAND ARMY BASE DEVELOPMENT PROJECT (SEE ATTACHMENT F FOR INS REQUIREMENTS)	\$ 200,000,000.00
BUILDINGS AND FACILITIES			
	C456910	450 Lancaster Structural Emergency Repair	\$ 325,000.00
	C274390	ADA Improvements at Woodminister	\$ 375,000.00
	C394710	Cyer Building & Dock Improvements	\$ 2,500,000.00
	C459110	Radio Tower Emergency Generator & New Permanent Shelter Improvements	\$ 460,000.00
PARKS AND OPEN SPACE			
	CCCCC	Bay Trail to Lake Merritt Bicycle Pedestrian Bridge	\$ 12,000,000.00
	C394010	Bellevue Dr Entry Improvements - Measure DD Series B	\$ 500,000.00
	C376610	Caldecott Trail	\$ 650,000.00
	C377910	Children's Fairyland Entry Improvement	\$ 375,000.00
	C395410	Con Agra - 23rd, Series B	\$ 2,000,000.00
	C457610	Durant Park Improvements	\$ 700,000.00
	C435610	Golden Gate Recreation Center	\$ 6,000,000.00
	C394812	High Street Bridge Catwalk Trail, Oakland Waterfront Trail	\$ 2,000,000.00
	C393811	Lake Merritt Bellevue Ave Improvements & Paths	\$ 800,000.00
	C393910	Lakeside Green Street Project (Snow Park/Harrison/20th St.) - Measure DD	\$ 6,500,000.00
	B00560	Linden Park Improvements	\$ 380,000.00
	C393710	Sailboat House Shoreline Improvements	\$ 800,000.00
SEWERS AND STORM DRAINS			
		No Projects Pending Bid	\$ -
SEWERS AND STORM DRAINS			
		No Projects Pending Bid	\$ -
STREETS AND SIDEWALKS			
	P402310	14th Avenue Streetscape Project	\$ 4,687,467.00
	C442910	Bonham Way Stair Path Repairs	\$ 117,130.00
	C369640	Citywide Street Rehabilitation and Reconstruction Phase III	\$ 4,000,000.00
	P317110	Edes & South Coliseum Way Streetscape	\$ 1,750,000.00
	P400210	Foothill - Melrose - High St Streetscape	\$ 3,574,900.00
	C429610	Foothill / Seminary Streetscape	\$ 4,010,608.00
	C435410	Foothill Streetscape Phase II	\$ 3,600,000.00
	G381112	Glascok Street Railroad Crossing Improvement Project	\$ 550,000.00
	C167620	International Blvd Street Improvement	\$ 4,200,000.00
	C194921	Latham Sq. Streetscaping	\$ 1,900,000.00

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	C214870	On Call Stair/Path Repairs	tbd
	G121810	Replacement of Embarcadero Bridge over Lake Merritt Channel	\$ 14,000,000.00
	H83210	Seismic Retrofit-23rd Ave Bridge - PE Phase	\$ 10,985,000.00
	H83110	Seismic Retrofit-Leimert Blvd Bridge - PE Phase	\$ 6,708,425.00
	CS319710	Siesmic Retrofit of Adeline Street Bridge	\$ 4,100,000.00
	C366410	Sunshine Court Street Improvement	\$ 800,000.00
TRAFFIC IMPROVEMENTS			
	C427520	2010-2012 HSIP Cycle 4: Hegenberger Road	\$ 654,900.00
	C98530	42nd Ave & High St Access Improvements	\$ 9,549,000.00
	C369510	Caldecott Tunnel Settlement Projects (#1 to #6)	\$ 1,735,000.00
	C458910	CPUC 130 Railroad Crossing Improvements	tbd
	C444110	Installation of New Traffic Signal at the Intersection of Bancroft Ave & 94th Ave	\$ 400,000.00
	C371810	Pedestrian Safety Improvement Project	\$ 540,000.00
	C444010	San Pablo Ave/West St & San Pablo Ave/W Grand Ave	\$ 350,000.00
	C427910	Traffic Signal Prioritization process	tbd
WATERSHED AND STORMWATER			
	C384010-A	Lake Merritt Floating Island Pilot Project	tbd
	C244811	Sausal Creek Restoration Project in Dimond Park	\$ 1,880,500.00
Grand total			\$316,457,930.00

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ATTACHMENT F

**OAKLAND ARMY BASE PROJECT
SAMPLE INSURANCE MATRIX**

SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*					
		*See Key at end of Schedule for definitions of certain terms used in this Schedule Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.	Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
A.		REQUIRED POLICIES AND COVERAGES			
		DB Contractor shall procure and, as applicable, shall cause its Subcontractors, Consultants and Subconsultants to procure, prior to the Effective Date of the DBA and, as applicable, prior to the effective date of any contract for services, and thereafter maintain and keep in force for the term of the DBA and, as applicable, the term of any contract for services, all policies of insurance set forth in this Schedule. The amounts and types of insurance set forth herein are minimums required by Owner and City and shall not substitute for an independent determination by DBC/SC/C/SCS of the amounts and types of insurance which DBC/SC/C/SCS shall determine to be reasonably necessary to protect themselves, their work and their property. Notwithstanding the preceding, any policy of insurance included within any ROCIP or any other policy of insurance included within the City Program, shall be procured and maintained by City except as otherwise provided in the City Program. In the event of any conflict between the description of insurance coverage included within this Schedule and the description of insurance coverage included within the City Program, the City Program shall govern unless otherwise determined by City in its sole and absolute discretion. This Schedule does not modify and, except as expressly set forth in this Schedule, is subject to all terms and conditions set forth elsewhere in the DBA.			
	i.	Commercial General Liability and Excess Liability			

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*				Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
<p>*See Key at end of Schedule for definitions of certain terms used in this Schedule</p> <p>Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.</p>						
			the required insurance continuously for a period of five (5) years after, as applicable, the expiration of the term of the DBA or the term of the work under the applicable contract. During this period, evidence of this continuous coverage shall be provided by DB Contractor to OWNER and City on an annual basis until the required coverage period has expired.			
	ii.	Automobile Liability Insurance:				
		a.	DBC/SC/C/SCS shall maintain automobile liability insurance for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as ISO Form Number CA 00 01.	\$1 million combined single liability limit.	\$1 million combined single liability limit.	\$1 million combined single liability limit.
		b.	If DBC/SC/C/SCS are required to maintain Pollution Legal Liability insurance (see item A.iv below), and if further required by federal or state law, the policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90) and/or other endorsements required by federal or state authorities.	Required where applicable	Required where applicable	Required where applicable
	iii.	Worker's Compensation Insurance				
		a.	As required by the laws of the State of California. Coverage shall include Employers Liability coverage.	For On-Site Work: Statutory Limits and Employers Liability pursuant to ROCIP per City Program. For Off-Site Work: Statutory Limits and \$1 million Employers Liability.	For On-Site Work: Statutory Limits and Employers Liability pursuant to ROCIP per City Program. For Off-Site Work: Statutory Limits and \$1 million Employers Liability.	Statutory Limits and \$1 million Employers Liability.
		b.	DBC/SC/C/SCS certify that they are aware of the provisions of section 3700 of			

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*						
*See Key at end of Schedule for definitions of certain terms used in this Schedule Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.				Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
			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. DBC/SC/C/SCS shall comply with the provisions of section 3700 of the California Labor Code before, as applicable, the Effective Date of the DBA or the commencement of work under the applicable contract, and continuing thereafter as required by that Code.			
		c.	The Workers' Compensation policy shall be endorsed with a waiver of subrogation (i) in favor of OWNER and City for all work and operations performed by DBC/SC/C/SCS and their respective employees and agents and (ii) with respect to any Port-Related Activities, in favor of the Port for all such Port-Related Activities performed by DBC/SC/C/SCS and their respective employees and agents.			
	iv.	Pollution Legal Liability				
		a.	Prior to commencement of and at all times during any subterranean work or work involving the removal of asbestos, the removal/replacement of underground tanks, or the use of toxic chemicals or substances, DBC/SC/C/SCS shall procure and maintain Pollution Legal Liability Insurance. The Certificate required pursuant to item F(i) must plainly designate the name of the project, name of the disposal site, and the permits secured for its disposal.	\$5 million per occurrence, \$5 million aggregate per City Program.	\$5 million per occurrence, \$5 million aggregate per City Program.	\$2 million per occurrence, \$2 million aggregate.
		b.	Any Insurance deductibles greater than \$25,000 shall be declared on the Certificate of insurance and shall be subject to OWNER's and City's prior written approval.			
		c.	The Pollution Legal Liability policy shall contain, or be endorsed to contain, the following provisions: 1. OWNER, City Additional Insureds and, with respect to Port-Related Activities, Port Additional Insureds, are to be covered as Additional Insureds with respect to liability arising out of work or operations performed by or on behalf of			

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*				Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
<p>*See Key at end of Schedule for definitions of certain terms used in this Schedule</p> <p>Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.</p>						
			<p>DBC/SC/C/SCS.</p> <p>2. For any claims related to work or services provided pursuant to the DBA, the DBC/SC/C/SCS's insurance coverage shall be primary insurance as respects OWNER, City and each other additional insured. Any insurance or self-insurance maintained by OWNER, City or any other additional insured shall be excess of the DBC/SC/C/SCS's insurance and not contributing with it.</p>			
		d.	<p>If Pollution Legal Liability policy is written on a claims-made form, the following provisions apply:</p> <p>1. The Retroactive Date shall be shown on the Certificate of Insurance and must be prior to, as applicable, the Effective Date of the DBA or the commencement date of any other applicable contract, or the commencement of the work.</p> <p>2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work.</p> <p>3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the commencement date of the terminating policy, DBC/SC/C/SCS must purchase "extended reporting" coverage for a minimum of five (5) years for the terminating policy.</p> <p>4. A copy of the claims reporting requirements must be submitted to OWNER and City for review and approval.</p>			
	v.	Professional Liability/Errors and Omissions				
		a.	<p>Coverage shall be at least as broad as Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall be endorsed to include contractual liability.</p>	\$2 million per occurrence; \$2 million aggregate	\$2 million per occurrence; \$2 million aggregate	\$2 million per occurrence; \$2 million aggregate
		b.	<p>Minimum Limits. - Insurance deductibles greater than \$25,000 shall be declared</p>			

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*						
*See Key at end of Schedule for definitions of certain terms used in this Schedule Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.				Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
			on the certificate of insurance and shall be subject to approval by OWNER and City.			
		c.	The Errors and Omissions Liability policy shall contain, or be endorsed to contain, the following provisions: A. For any claims related to work or services provided pursuant to the DBA, the consultant's insurance coverage shall be primary insurance as respects OWNER and City. Any insurance or self-insurance maintained by OWNER or City shall be excess of the consultant's insurance and not contribute with it.			
		d.	If the Errors and Omissions Liability policy is written on a claims-made form the following provisions apply: 1. The Retroactive Date shall be shown on the Certificate of Insurance and must be before the date of the contract or the commencement of the work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. 4. A copy of the claims reporting requirements must be submitted to OWNER and City for review.			
	vi.	Railroad Protective Liability				
		a.	With respect to any work or operations that require a right of entry from a railroad owner/operator, DBC/SC/C/SCS shall maintain and provide evidence of Railroad Protective Liability having a combined single limit of not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each	Per City Program	Per City Program	Per City Program

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*						
*See Key at end of Schedule for definitions of certain terms used in this Schedule Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.				Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
			annual period. If the work or operations involve track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each annual period. Said policy shall provide coverage for all loss, damage ore expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.			
	vii.	Marine Exposure				
		a.	U.S. Longshore and Harbor Workers' Coverage. Required of DBC/SC/C/SCS with respect to any work or operations on or adjacent to navigable water, as defined by the U.S. Department of Labor. Requires proof of insurance coverage in compliance with the statutory requirements of Longshoreman and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).	Required where applicable; pursuant to ROCIP per City Program.	Required where applicable; pursuant to ROCIP per City Program.	Required where applicable
		b.	Protection & Indemnity (to include Jones Act). With respect to any work or operations involving marine activities, or work from a boat, vessel, or floating platform, DBC/SC/C/SCS shall provide or cause to be provided, and provide evidence of, Protection & Indemnity coverage including injury to crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for \$5,000,000 written on a per occurrence basis. OWNER and City shall be named as an additional insured on the policy and a waiver of subrogation in favor of City shall apply.	Required where applicable	Required where applicable	Required where applicable
		c.	Pollution Liability (OPA, CERCLA). With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, DBC/SC/C/SCS shall provide or cause to be provided, and provide evidence of, Pollution insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, for \$5,000,000 and statutory limits of liability as applicable.	Required where applicable	Required where applicable	Required where applicable

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*							
*See Key at end of Schedule for definitions of certain terms used in this Schedule							
Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.							
					Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
		d.	Hull and Machinery. With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, DBC/SC/C/SCS shall provide or cause to be provided, and provide evidence of, coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.		Required applicable where	Required where applicable	Required where applicable
		e.	Maritime Employers Liability. With respect to any work or operations that involving diving (which is considered an 'ultra-hazardous' activity), DBC/SC/C/SCS shall provide or cause to be provided, and provide evidence of, MEL with a limit of liability of \$5,000,000, and proof of insurance coverage for these activities. The MEL coverage shall have no exclusions or limitations for diving activities.		Required applicable where	Required where applicable	Required where applicable
	viii.	Builders' Risk/Course of Construction Insurance					
		a.	Written on Form CP 10 30 or equivalent form, policy shall cover all risks of loss on a completed value form with no coinsurance penalty provisions and in an amount equal to one hundred percent (100%) of the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name OWNER, City, DB Contractor and all Subcontractors in the work as either insureds or loss payees, as their interests may appear, as applicable. The insurance shall cover the entire work at the site identified in the applicable scope of work, including reasonable compensation for architects/engineers' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until completion of the applicable scope of work. The insurer shall waive all rights of subrogation against OWNER and City.		Per City Program	Per City Program	Per City Program

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SCHEDULE OF INSURANCE REQUIREMENTS FOR OAKLAND ARMY BASE DEVELOPMENT PROJECT*							
*See Key at end of Schedule for definitions of certain terms used in this Schedule Coverages and terms listed below will apply to all City owned/operated projects related to the Oakland Army Base Project. Matrix provided as an example of the coverage expectations. Additional projects involved with this property will include contracts for property management, soils importation, public improvements, lease management etc.							
					Design Build Contractor	Subcontractors / Subconsultants Enrolled in OCIP	Subcontractors / Subconsultants <u>Not</u> Enrolled in OCIP
			b.	The coverage shall be provided on a Special Form Cause of Loss and including earthquake (if required by City), but excluding flood coverage. The policy deductible may not exceed \$100,000, except for earthquake which shall not exceed 5% of the values at risk at the time of the loss.			
			c.	The party providing the insurance may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.			
			d.	DBC/SC/C/SCS, and not Owner or City, shall be responsible for any and all loss or damage to, and procuring and maintaining any and all insurance on, temporary structures, construction equipment, tools or personal effects owned or rented to, or in the care, custody or control of, DBC/SC/C/SCS.			

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B.		TERMS, CONDITIONS AND ENDORSEMENTS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS EXCEPT AS OTHERWISE PROVIDED BELOW)
	i.	For all policies of liability insurance, DBC/SC/C/SCS shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) City Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects City and each other additional insured and any other insurance available to City or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the DBA.
	ii.	Provide a separate certificate of insurance for each project or scope of work with the name of the project or scope of work stated thereon.
	iii.	The words, "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance, that states that the policy may not be cancelled or terminated without at least ten (10) days' prior notice for nonpayment of premiums and not less than thirty (30) days' prior notice for any other reason, to Owner and City.
	iv.	Certificate holder is to be the same entity or person and the same address as indicated in the "notices" section of the DBA or other applicable agreement.
	v.	All insurance required under this Schedule and the DBA shall be placed and maintained with an Insurer with a current Best Rating of A:VII or better (or a comparable successor rating) and admitted or legally authorized to sell such insurance within the State of California.
C.		DEDUCTIBLES AND SELF-INSURED RETENTIONS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS EXCEPT AS OTHERWISE PROVIDED BELOW):
	i.	Except for limits expressly specified above, any deductible or self-insured retention must be declared to and approved by Owner and City, which approval shall not be unreasonably withheld, conditioned or delayed with respect to any insurance that otherwise meets all requirements of this Schedule and the DBA. Upon the written election by City, in City's sole and absolute discretion, the insurer shall reduce or eliminate such deductible or self-insured retentions as respects City Additional Insureds; or the DBC/SC/C/SCS shall provide a financial guarantee satisfactory to City, in City's sole and absolute discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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D.		OWNER OR CITY PLACEMENT OF COVERAGES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	If any DBC/SC/C/SCS fails to meet the insurance requirements of this Schedule, and such failure is not cured within ten (10) days after DB Contractor's receipt of written notice thereof from Owner and/or City, Owner or City may, at its option and without limiting any other remedies of Owner under the DBA, take out and maintain at the expense of DB Contractor, such insurance in the name of DBC/SC/C/SCS as is required pursuant to this Schedule.
E.		INSURANCE INTERPRETATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	Unless otherwise consented to by Owner and City, in their sole and absolute discretion, all endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the ISO as of the date of the DBA.
F.		PROOF OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	DBC/SC/C/SCS will be required to provide Owner and City proof of all insurance required for the work or operations prior to execution of the DBA or other applicable contract, including copies of insurance policies if and when requested by Owner and/or City.
	ii.	DBC/SC/C/SCS agree that Owner and/or City, or their respective designated insurance agent, contractor or administrator may audit DBC/SC/C/SCS's books and records, insurance coverages, insurance cost information, or any other information that DBC/SC/C/SCS provides to Owner and/or City, or their respective designated insurance agent, contractor or administrator to confirm the accuracy of such documents and matters.
G.		SUBCONTRACTORS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS EXCEPT AS OTHERWISE PROVIDED BELOW)
	i.	DBC/SC/C/SCS shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. Except as otherwise expressly set forth in this Schedule, all coverages for subcontractors shall be subject to all the requirements stated herein.
H.		WAIVER OF CLAIMS AND SUBROGATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	DBC/SC/C/SCS waive all rights against Owner and City Additional Insureds for recovery of damages arising out of or related to the DBA or the work or services performed pursuant thereto to the extent these damages are covered by the forms of insurance coverage required of DBC/SC/C/SCS in this Schedule; provided, however, that nothing in this Schedule shall be deemed to create any right of DB Contractor to claim any such damages.
	ii.	DBC/SC/C/SCS hereby grant to Owner and City, on their own behalf and on behalf of their insurers, a waiver of subrogation which any insurer may acquire from DBC/SC/C/SCS against Owner and City Additional Insureds by virtue of the payment of any loss. DBC/SC/C/SCS agree to obtain any endorsement that may be necessary to further evidence this waiver of subrogation but this provision applies regardless of whether or not Owner or City has received a waiver of subrogation endorsement from DBC/SC/C/SCS's insurer.
I.		EVALUATION OF ADEQUACY OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	Owner (subject to the prior written approval of City in City's sole and absolute discretion) and/or City maintains the right to modify, delete, alter or change the requirements set forth

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		in this Schedule upon not less than ninety (90) days prior written notice to DB Contractor. In the event that a policy is in force for a particular coverage at the time of such modification, and the insurer is unwilling to make such modification until the expiration of the current policy, the modification shall be applied to such coverage upon the expiration of the current policy. In the event that Owner and/or City exercises its rights pursuant to this Section, Owner shall execute a written change order to the DBA (or approve DB Contractor's execution of a change order to the applicable subcontractor or subconsultant agreement) that increases the amount payable under such agreement by the verified amount actually incurred by DBC/SC/C/SCS in complying with the revised insurance requirements.
J.		OTHER INSURANCE AND SPECIAL RISKS OR CIRCUMSTANCES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	In addition to the provisions of item I (Evaluation of Adequacy of Insurance) above, and notwithstanding any provision in this Schedule or the DBA to the contrary, DBC/SC/C/SCS shall obtain such other insurance, excluding any professional liability (errors or omissions) or environmental insurance (other than pollution legal liability insurance), as is reasonably requested by Owner's and/or City's Risk Contractor and is customary with respect to projects similar in nature and scope to the work or services provided pursuant to the DBA. Without limiting the preceding sentence, Owner and/or City reserve the right to supplement this Schedule, upon not less than ninety (90) days prior written notice to DB Contractor, with requirements for additional coverages not currently provided herein in the event that: (i) a new risk is identified (whether or not based upon prior experience) or new coverages become available and such risk or coverage is typically required, based upon industry custom and practice, to be covered or maintained with respect to projects or activities similar to the work or services provided pursuant to the DBA; or (ii) the insurer's financial or business status or capacity materially adversely changes; or (iii) Owner's or City's Risk Contractor, in the exercise of its reasonable judgment, deems such additional coverages necessary or appropriate to address any other special circumstances that may have arisen with respect to the work or services provided pursuant to the DBA. In the event that Owner and/or City exercises its rights pursuant to this Section, Owner shall execute a written change order to the DBA (or approve DB Contractor's execution of a change order to the applicable subcontractor or subconsultant agreement) that increases the amount payable under such agreement by the amount actually incurred by DBC/SC/C/SCS in complying with the revised insurance requirements.
K.		HIGHER LIMITS OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF DBC/SC/C/SCS)
	i.	If DBC/SC/C/SCS maintain higher limits than the required minimum limits specified above in this Schedule, Owner and City shall be entitled to coverage for the higher limits maintained by DBC/SC/C/SCS, up to \$10 Million in excess of the required minimum limits specified above in this Schedule.

KEY:

As used in this Schedule, the following terms shall have the following meanings:

City Program means, collectively, ROCIP the ROCIP Premium Indication, Bidding Instructions for Insurance, and City Controlled Insurance Program - City's Insurance Procedures Manual, prepared by City Insurance Services, Inc., for the City of Oakland, Oakland Army Base Redevelopment Project, copies of which are attached to this Schedule and incorporated herein by this reference.

City means, collectively, the City of Oakland, ORSA, and/or any other City of the Project Site under the DBA.

City Additional Insureds means, collectively, City, ORSA, and their respective Council/Board members, directors, officers, agents (excluding Owner and any contractor, subcontractor, consultant or subconsultant retained pursuant to the DBA), employees and volunteers.

DBA means the Design Build Agreement to which this Schedule is attached.

DB Contractor means the Design Build Contractor under the DBA.

DBC/SC/C/SCS means, collectively, Contractor, Subcontractors, Consultants and Subconsultants.

GDA means the Gateway Development Area

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ISO means Insurance Services Office or any successor thereto.

OCIP means City Controlled Insurance Program.

Off-Site Work means, collectively, any and all work under the DBA that is to be performed off of the Site, as the term "Site" is defined in the DBA.

On-Site Work means, collectively, any and all work under the DBA that is to be performed on the Site, as the term "Site" is defined in the DBA.

Owner means California Capital & Investment Group, a California corporation, and the "Owner" under and as defined in the DBA, and any permitted successor or assign thereof pursuant to the DBA.

Port Additional Insureds means, collectively, Port, its Board of Port Commissioners and each of its Commissioners, officers, employees and agents.

Port-Related Activities means any activities conducted by DBC/SC/C/SCS pursuant to ARMOA or on property owned by the Port.

Project Site means the Project Site as defined in the DBA.

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