



**HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT  
250 FRANK OGAWA PLAZA, 6<sup>th</sup> FLOOR  
OAKLAND, CA 94612**

**REQUEST FOR PROPOSALS**

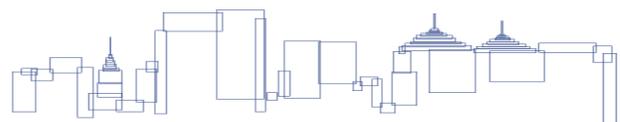
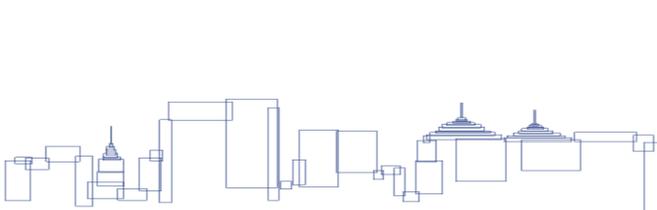
**(RFP)**

For

**SOFTWARE DATABASE REDESIGN  
FOR THE  
RENT ADJUSTMENT PROGRAM**

Due Date and Time: September 30, 2016 at 2:00 p.m.

**September 2016**



*Oakland Rising Together !*

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**The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at:**

<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 from [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com)

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## I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the City of Oakland, Office of the Housing & Community Development Department.

**Pre-proposal Meeting Date and Time (Voluntary):** Friday, September 23<sup>rd</sup> 2016 at 10:00 AM at Hearing Room 1, One Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA 94612

**Deadline for Questions:** 2:00 PM, September 26th, 2016 by email to the Project Manager, [eguy@oaklandnet.com](mailto:eguy@oaklandnet.com)

**Due Date and Time:** Friday, September 30, 2016 at 2:00 PM

**Deliver To:** Submittals are due Friday, September 30, 2016 no later than 2:00 p.m. via iSupplier. Please log onto iSupplier and submit an electronic proposal no later than 2:00 p.m., September 30, 2016.

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE ♦ Dispute Disclosure and ♦ Living Wage ♦ Minimum Wage

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

For further information and detailed iSupplier registration instructions, please visit the following link <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd021639.pdf>.

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

1. iSupplier Registration/Login:

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

New registrants can email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com) for registration instructions.

Allow 3 working days for approval to access bid documents through iSupplier

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.

1. Project Manager: Ethan Guy at [eguy@oaklandnet.com](mailto:eguy@oaklandnet.com) or (510) 238-6454
2. Contract Admin: Jasmine Chan at [jchan@oaklandnet.com](mailto:jchan@oaklandnet.com) or (510) 238-7524
3. Contract Compliance Officer: Sophany Hang at [shang@oaklandnet.com](mailto:shang@oaklandnet.com) or (510) 238-3723

## II. SCOPE OF SERVICES

The scope of services includes:

### **Rent Adjustment Program Description:**

The Rent Adjustment Program (RAP) Ordinance was adopted in 1980 by the Oakland City Council as an alternative to strict rent control. It was also created to encourage open communication and foster a climate of understanding between tenants and landlords. RAP is responsible for adjudicating certain disputes and petitions brought forward under the RAP Ordinance and to ensure compliance with the Just Cause for Eviction Ordinance (Just Cause Ordinance).

There are approximately 156,000 occupied housing units in Oakland. Of those units, approximately 60 percent (approximately 94,000) are rental units and 40 percent (approximately 62,000) are owner-occupied units. The RAP Ordinance guides and regulates rent increases and other management practices for properties built and occupied before January 1, 1983. Staff estimates roughly 87,000 units are currently covered by the RAP Ordinance.

### **Project Background:**

Currently, the RAP maintains a Microsoft Access Database to report on program outcomes and to maintain aggregate historical information. Program files (including petitions, notices, and case documents) are currently maintained through a paper-process. A Work Flow diagram of the existing process can be found in Appendix A. Due to the current volume of petitions submitted, the need to help balance staff workloads in a more efficient manner, and recent program changes led by the City Council, the City is looking to modernize the RAP process by investing in new software application systems. Other factors that influence the City's desire to modernize systems is the need to make it easier for the public to virtually receive information about the RAP program and to address the technology recommendations included in the June 27, 2016 City Auditor's *Performance Audit of the City of Oakland Rent Adjustment Program* report (Appendix C).

**Project Description:**

The Housing and Community Development Department (HCD), in collaboration with the Information Technology Department (ITD), is conducting a Request for Proposals (RFP) process for the design, development, and deployment of a new, human-centered, online electronic software application which includes a case management system, a robust database management system, and an external user interface. This software application would be for the RAP. Creation of these systems is intended to address the aforementioned technological concerns from City staff, the recent City Council changes, as well as some version of the City Auditor’s report technology recommendations for the RAP.

HCD is requesting that all proposals include as part of their proposal a “Human Centered Design” methodology for the development of this software application user interface. In short, the Human Centered Design refers to the fact that application should be built with the end users as the focal point of the design.

**Project Deliverables:**

- Project Management Plan
- Functional Requirements Document
  - Preliminary Wireframes can be found in Appendix B
- Detailed Design Document
  - Proposed System Architecture
- Online Electronic Case Management System
  - Customized Publically Searchable Document Database
  - Online Application Form(s)
  - Re-designed RAP Website (could be included as part of the User Interface)

**Project Requirements:**

- Agile Software Development
- Human Centered Design Methodology
- User Research, including:
  - Public Users
  - City Users
  - Third-Party Users
- User Testing prior to product implementation
- Training
  - User
  - Technical
- Publicly Searchable Database

## REQUEST FOR PROPOSALS (RFP) – Software Database Redesign for the Rent Adjustment Program

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- Customizable Database Reporting
- Workflow Tracking
- Audit Tracking
- Ability to provide electronic notifications for:
  - RAP Noticing
  - Annual Rent Adjustments
  - Hearing Dates
- Technology requirements (Please refer to Appendix D)
  - Ability to leverage the Cloud systems the City is invested in (Microsoft's Azure Government Cloud as well as Amazon Web Services). The City is in the process of migrating a significant number of systems to the Cloud.
  - Preferred Databases for RAP
    - MS SQL
  - Integration to City's active directory for employee login and GIS
  - Mobile friendly
  - Preferred use of the city's reporting tools
    - MS Power BI
    - Oracle BI
  - Use of ASP, .NET, C#, Java Programming Languages, or if another programming or scripting language is used extensive documentation for city staff
  - Preferred use of one of the following Content Management Systems (CMS):
    - Oracle Web Center for Records / Documents Management
    - Microsoft SharePoint

In the City of Oakland, information technology services are centralized in the City's Information Technology Department (ITD). ITD provides full support across all the City's departments for end-user computer hardware/software and peripheral systems, business applications and databases, enterprise applications and databases, network, and security for most of the specialized systems used by the various departments. A few examples of systems supported include:

- Internet and Intranet
- Office365 Email system (including SharePoint)
- Oracle E-Business Suite solutions for finance, payroll, accounting, procurement, etc.
- Oracle WebCenter for Document / Records Management System
- ACCELA for permit tracking and inspection
- Salesforce
- CommVault enterprise data management/storage

- Geographical Information System by ESRI – For Mapping

Within Oakland’s ITD is a group devoted specifically to supporting the City’s business- and web-based applications and their particular infrastructures and software needs.

**Project Budget:**

This RFP is for a contract in an amount not to exceed \$250,000.

**Preliminary Timeline:**

Date	Action
September 2016	Procurement
October – November 2016	User Research and Stakeholder Outreach
October – December 2016	Database and Webpage Development
December 2016 – January 2017	User Testing
January 2017	<ul style="list-style-type: none"> <li>• Database and Webpage Development</li> <li>• User Training</li> </ul>
February 1, 2017	Database Launch

**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)
  - 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 Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.**
- 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.
- 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 \$12.93 with health benefits or \$14.86 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> 2016, Contractor shall pay adjusted wage rate.**
- 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 **\$1.93 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 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. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health,

safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" 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.

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](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE)

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

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

or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

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

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <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](mailto:vinman@oaklandnet.com).

8. Non-Discrimination/Equal Employment Practices

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

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

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

9. Arizona and Arizona-Based Businesses

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

Contractor acknowledges its duty to notify 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.

10. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to 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.

11. 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.

12. 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.

13. Sample Professional Service Agreement

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

14. 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.

15. 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.

16. 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.

17. 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.

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

RFQ and Project related issues:  
Project Manager: Ethan Guy, (510)238-6454  
Contract Analyst: Jasmine Chan, (510) 238-7524  
Compliance Officer: Sophany Hang, (510) 238-3723
19. All responses to the RFQ become the property of the City.
20. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
21. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
22. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
23. 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.
24. Once a final award is made, all RFQ 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.

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

**B. SUBMITTAL REQUIREMENTS**

**Submittals are due Friday, September 30, 2016 no later than 2:00 p.m. via iSupplier. Please log onto iSupplier and submit an electronic proposal no later than 2:00 p.m., September 30, 2016. Proposals not received by the proposal submittal deadline will not be accepted.**

**C. REQUIRED PROPOSAL ELEMENTS AND FORMAT**

1. Transmittal Letter

- a. Addressed to Sabrina Landreth, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3<sup>rd</sup> Floor, Oakland, California, 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.

3. Project Personnel

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

4. Relevant Experience

- a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes.
- b. If the team has worked together collaboratively, please include a description of this work.
- c. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

5. Project Approach and Organization

- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.
- b. Describe how you intend to interface with City staff and the community.

6. References

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

7. Billing Rates

- a. Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- b. Shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Submittals are validated using the following RFQ Checklist.

1. Schedules (Required with submission)

- 1. Schedule E – Project Consultant Team**
- 2. Schedule O – Campaign Contribution Limits**

9. 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>

10. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.

11. Proprietary Information: All responses to the RFQ become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".

12. Contractor acknowledges that Confidential Information may be considered public records/information that are subject to public disclosure upon a request under the California Public Records Act (California Government Code Section 6250 et seq., hereinafter the “Act”), or under the City of Oakland’s Sunshine Ordinance. If Contractor’s legal counsel has determined that certain portions of the Confidential Information contain actual proprietary or trade secret information which are exempt from disclosure under Section 6245.15 of the Act, or under the Sunshine Ordinance, Contractor will clearly designate those portions of Confidential Information as “Trade Secret”, “Proprietary” or “Confidential” and City will attempt to maintain designated portions confidential. However, City may be required to disclose all or part of such Confidential Information pursuant to a request from the public under the Act and/or the Sunshine Ordinance.

In the event a lawsuit is threatened in response to the City’s refusal to disclose Confidential Information, the City will disclose such information unless a California Court of law determines that all or any part of such Confidential Information is proprietary, or a trade secret, or otherwise

exempt from disclosure under the Act or the Sunshine Ordinance. City will provide notice of any requests from the public for disclosure of Confidential Information under the Act, and Contractor will solely bear the burden of timely petitioning and proving to a California Court of law that all or part of Confidential Information is proprietary or trade secret information and thus exempt from disclosure under the Act or under the Sunshine Ordinance. Contractor further agrees to defend City and pay all City’s costs of defense in any litigation with respect to the disclosure of any Confidential Information and will hold City harmless against any claims, attorneys’ fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions or requests for public disclosure of Confidential Information under the Act or under the Sunshine Ordinance.

**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 RFQ without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

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

**E. EVALUATION OF PROPOSALS – SUBJECT TO CHANGE**

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals:

1) Relevant Experience .....25 points

- Past, recently completed, or on-going local government projects to substantiate experience.
- Experience on at least three (3) projects providing services similar to those described in this RFQ.
- Prior experience and ability to work with City staff, community groups, and other stakeholders.

- 2) Qualifications .....20 points
  - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization .....20 points
  - Current workload, available staff and resources.
  - Capacity and flexibility to meet schedules, including any unexpected work.
  - Ability to perform on short notice and under time constraints.
  - Cost control procedures in design and construction.
  - Ability to perform numerous projects at the same time.
- 4) Approach .....40 points
  - Understanding of the nature and extent of the services required.
  - A specific outline of how the work will be performed.
  - Explanation of the type of system that can meet Oakland’s needs.
  - Awareness of potential problems and providing possible solutions.
  - Special resources the team offers that are relevant to the successful completion of the project.
- 5) L/SLBE Certified Business Participation .....2-5 Points

**F. INTERVIEWS OF SHORT-LISTED FIRMS – SUBJECT TO CHANGE**

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

- 1) It is anticipated that a short/narrowed list of teams will be invited to interview. The selected teams will be notified in writing, and will be required to submit any materials requested for the interview the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification of the interview.
- 2) The interviews will last approximately 30-60 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 as requested by the interview panel. Interviews will be held at a City of Oakland office (exact location to be determined).
- 3) Overall Rating Criteria: The scoring mechanism for the interviews will be determined prior to the interviews. However, the following criteria categories will likely be evaluated of the short-listed firms:
  - a) Presentation
    - Relevant Experience
    - Qualifications

- Organization
  - Approach
  - Other Factors
- b) Interview / Questions
- c) Any other pertinent areas that distinguish them as requested by the interview panel

Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 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.

- 4) The City anticipates the **tentative schedule** of events to be as follows:
- Distribution of RFP/RFQ September 16th, 2016
  - Pre-proposal Meeting 10:00 a.m., September 23rd, 2016
  - Submission of RFP/RFQ 2:00pm, September 30th, 2016
  - Evaluation of Rankings September 30th, 2016
  - Notification of Interviews October 3<sup>rd</sup>, 2016
  - Interviews October 5<sup>th</sup>, 2016
  - Contract Negotiations October 6<sup>th</sup>, 2016
  - Contract Documentation Distribution October 10<sup>th</sup>, 2016
  - Contract Award October 14<sup>th</sup>, 2016

#### **G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE**

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.

5. A sample City standard professional services agreement is included in the RFQ as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
6. Upon award the City will issue a Notice to proceed.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

**END OF RFQ**

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**ATTACHMENT A**

**PROFESSIONAL SERVICES  
AGREEMENT**

**PLEASE NOTE:**

As you review the following agreement, please consider the following “**Instructions to Respondents Regarding the City’s Proposed Contract**”

Exceptions to or waivers of the terms and conditions are not encouraged. However, if respondents believe them necessary, the following procedure must be followed in all such circumstances. Failure to comply with these procedures will disqualify the submission.

**Generally**

- A. All exceptions to or waivers of the terms and conditions taken must be accompanied by a separate request, in writing, setting forth the grounds for the requested exception or waiver.
  
- B The written requests must accompany the proposal and are subject to the rules for timely responses of proposals.
  
- C. The City reserves the right to reject responses based upon a Respondent’s exceptions to or requested waiver of the City’s terms and conditions.

**Respondents’ attention is specifically directed to the following:**

**1. Contract Terms and Conditions**

- a. Performance Bond

The City of Oakland City Council requires a Performance Bond for all City contracts to establish a source of revenue for completing the project in question should a vendor become insolvent. The City Administrator has the discretion to waive this requirement pursuant to a vendor’s request for such waiver, in writing, which establishes to the City Administrator’s satisfaction, that the vendor is sufficiently solvent such that the Bond is not needed. The City Administrator’s decision as to whether or not to waive the Bond requirement is final.

- b. Liquidated Damages for Contractor’s Unexcused Untimely Performance

Where time is of the essence in the performance of the contract, Liquidated Damages are required to incent the vendor’s timely performance. Liquidated Damages are assessed only for the vendor’s unexcused delays in meeting the

agreed upon progress objectives for the contract. Exceptions to this provision are rarely granted and must be based upon an alternative that, in the City's sole discretion, incents and assures the timely performance of the contract. Exceptions not granted will disqualify the proposal from further consideration.

**2. Contract Compliance Provisions**

The City's Contract Compliance provisions have been established by the Contract Compliance Department. All exceptions taken to those provisions will require a written request to grant the exception and should be submitted to:

Deborah Lusk-Barnes  
Manager, Contracts & Compliance, Office of the City Administrator  
250 Frank Ogawa Plaza, Suite 3341  
Oakland, Ca. 94612  
(510) 238-6270 [dbarnes@oaklandnet.com](mailto:dbarnes@oaklandnet.com)

The request for each exception taken must accompany the Respondent's submittal and must clearly set forth why the exception should be granted. Contract Compliance will review each requested exception and has the sole discretion to grant it or not. Exceptions not granted will disqualify the proposal from further consideration.

**3. City Schedules**

The City's Schedules have been established pursuant to City Council action, are mandatory and must be completed without modification and submitted with your proposal. Failure to do so will disqualify the proposal from further consideration.

**ATTACHMENT A (Continued)**  
**PROFESSIONAL SERVICES**  
**AGREEMENT**  
**BETWEEN THE CITY OF OAKLAND**  
AND \_\_\_\_\_

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**EXHIBITS**

- Exhibit 1      Statement of Work / Scope of Work**  
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4. Schedule D - Ownership, Ethnicity and Gender Questionnaire
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**REQUEST FOR PROPOSALS (RFP) – Software Database Redesign for the Rent Adjustment Program**

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10. Schedule O - Disclosure of Campaign Contributions Form
11. Schedule Q - Professional & Specialized Services Insurance Requirements

**AGREEMENT TO PROVIDE  
PROFESSIONAL SERVICES AND RELATED PRODUCTS  
BETWEEN THE CITY OF OAKLAND  
AND \_\_\_\_\_**

This Agreement to provide Professional Services and Related Products as applicable and as set forth with specificity herein [“Agreement”] is entered into as of the date when fully executed below between \_\_\_\_\_, a \_\_\_\_\_ corporation (“Contractor”) and the City of Oakland (“City”), a municipal corporation, One Frank H. Ogawa Plaza, Oakland, California 94612, who agree as follows:

**RECITALS**

This Agreement is made with reference to the following facts and objectives:

- A. **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; and
- B. **WHEREAS**, Contractor is the developer or distributor of software products, hardware and provides related professional services [“Services”]; and
- C. **WHEREAS**, City is part of and provides information technology services to the various City departments, offices, and programs; and
- D. **WHEREAS**, City wishes to acquire Contractor’s Services as specifically set forth in this Agreement, including the Statement of Work [“SOW”] attached hereto and
- E. **WHEREAS**, the following Exhibits and Schedules are attached to and incorporated by reference into this Agreement:

- Exhibit 1      Statement of Work**
- Exhibit 2      Bill of Materials**
- Exhibit 3      Maintenance Agreement**
- Exhibit 4      Performance Bond**
- Exhibit 5      Contractor’s RFP Proposal and Project Proposal Presentation**
- Exhibit 6      Contract Compliance Provisions**
- Exhibit 7      City Schedules**

NOW THEREFORE, THE PARTIES TO THIS Agreement COVENANT AND AGREE AS FOLLOWS:

1. **Definition**

a. “**Acceptance**” as used herein shall mean the acceptance of Services by City in writing in accordance as provided in Section [INSERT] and Section [INSERT] of Exhibit 1, the Statement of Work [“SOW”] confirming that the Services and Deliverables comply in all material respects with the Specifications.

b. “**Acceptance Certificate**” as used herein shall mean the document substantially in the form of Attachment 1 to the SOW which City shall issue to Contractor when Contractor satisfactorily completes the Testing and Acceptance provisions for Contractor’s Deliverables or Services; an Acceptance Certificate must accompany each invoice Contractor submits to City;

c. “**Payment**” as used herein shall mean City’s payment to Contractor for Deliverables or Services pursuant to an invoice accompanied by an Acceptance Certificate indicating City has accepted the invoiced Deliverables or Services as provided in Section INSERT] and Exhibit 1; “

e. **OTHERS AS THE PARTIES DEEM APPROPRIATE, E.G. DELIVERABLES, SERVICES, SPECIFICATIONS, REQUIREMENTS, TECHNICAL TERMS;**

2. **Priority of Documents**

In the event of conflicting provisions as between the following documents, except as otherwise expressly stated, the provisions shall govern in the following order: the Amendments to this Agreement, Change Notices (as defined in Section 12 of this Agreement) in reverse chronological order of adoption, this Agreement and its Exhibits. The Exhibits shall govern in numerical order as set out in this Agreement.

3. **Conditions Precedent**

a Contractor must provide City with the following before the Agreement will become effective:

- (1). A copy of Contractor’s City of Oakland Business Tax License which must be kept current for the duration of the Agreement and shall be attached to this Agreement as part of Exhibit 5;
- (2). A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 5;

- (3) A copy of Contractor’s Performance Bond which shall be attached to this Agreement as Exhibit 4 and incorporated herein by this reference.
- b. Contractor and City must complete and agree upon and execute a Statement of Work before the Agreement will become effective and which shall be attached to this Agreement and incorporated herein by this reference.

**4. Statement of Work**

Contractor agrees to perform the services (“**Services**”) and provide the deliverables (“**Deliverables**”) specified in **EXHIBIT 1** the Statement of Work, which is attached to this Agreement and incorporated herein by this reference.

**5. Initial Term**

The Initial Term of this Agreement shall start when it is executed in full by all Parties and end upon the satisfactory completion of all tasks set forth in the SOW, and the provision of all Services called for hereunder, unless extended by the written Agreement of the Parties or sooner terminated as provided herein.

**6. City Requirements for Project Deliverables**

- a. As is set forth with specificity in the Statement of Work [Exhibit 1], this Project will require Contractor to provide the Services necessary to complete the Design-Build-Maintain Technology Linkage System (TLS) including, but not limited to the integration, enhancement, development, configuration, and maintenance of the specified systems (existing and new) relative to the project and the Work.
- b. This Project is part of the [DESCRIBE PROJECT]demands to develop and deploy a comprehensive technology [system/interface/ect.] that integrates key City of Oakland, and third party stakeholder systems that require the automation of primary \_\_\_[DESCRIBE ESSENCE/PURPOSE OF PROJECT]\_\_\_\_\_which are essential to enhanced \_\_\_\_\_
- c. Contractor will be responsible for the entire Scope as set forth in Exhibit 1, the SOW, including, but not limited to being solely responsible for coordinating the activities of all team members, and ensuring that the Scope is fulfilled to the City’s satisfaction in accordance with this Agreement.
- d. Contractor must provide a turnkey solution for the Project at a firm, fixed price which shall, in no event, exceed [INSERT].

**7. Contractor Warranty and Indemnification of Services**

- a. In recognition of City’s reliance on its Services and the Special Circumstances of this Project, Contractor warrants that its Services will be suitable for the purpose intended and fully meet City’s Requirements. Subject to Section [INSERT} [Limitation on

Liability], Contractor agrees to fully indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney’s fees, arising from any failure by Contractor in the performance of the Services as required hereunder.

b. Contractor acknowledges that City is a provider of public and municipal services to the public and residents of the City of Oakland and that City’s reliance on and use of Contractor’s Deliverables will be vital to: (a) the business operations of the City; (b) the orderly and efficient provision of public and municipal services by the City; and (c) the health and safety of City’s residents; and therefore, that any unauthorized interruption of City’s business and operations could result in substantial liability to City. In recognition of City’s status as a provider of such public and municipal services, Contractor warrants and represents that Contractor shall not at any time during the term of this Agreement and thereafter render the Software unusable or inoperable, take possession of the Deliverables provided to City by Contractor or Contractor’s subcontractors or in any way deliberately take actions limiting Contractor’s liability under this Agreement. If Contractor takes any such actions, Contractor shall be liable for and indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney’s fees, arising from Contractor’s actions the Services and Deliverables (a) will be free from defects in design, workmanship and materials, delivered to City hereunder; (b) will conform in all material respects to the Specifications

c. Contractor represents that it will use all reasonable efforts, including appropriate testing, to ensure that the Software does not contain viruses, contaminants, or other harmful code that may harm the Software, City systems or other City software.

d. Contractor represents that it owns or has the unencumbered right to license and/or assign to City, as provided in this Agreement, the Deliverables and all results of Services delivered to City hereunder, including all required Intellectual Property Rights therein

e. Contractor represents that it has the requisite experience, certifications, skills and qualifications necessary to perform the Services in: (i) a timely, competent, and professional manner, and (ii) accordance with applicable governmental requirements, statutes, regulations, rules and ordinances including, without limitation, applicable data privacy laws and regulations (“Law”);

f. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, THE CONTRACTOR MAKES NO REPRESENTATION, ACKNOWLEDGEMENT, CONDITION OR WARRANTY OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS, IMPLIED OR OTHER WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING ANY SERVICES, DELIVERABLE OR ANY OTHER PRODUCT DELIVERED TO THE CITY UNDER THIS AGREEMENT.

8. **Payments.**

a. Upon performance of the Services (as defined in Section 4 and 6 of this Agreement and in the Statement of Work) and the completion of each Deliverable (as defined in Section 8 of this Agreement and in the Statement of Work) which City has previously Authorized (as defined in Section 3 and 8 (b) and (c) of this Agreement), and City's Acceptance (as defined in Section 8(c) of this Agreement) of that Deliverable, Contractor will invoice City for the Services and Deliverable. The invoice must be accompanied by an Acceptance Certificate (as defined in Section 9.3(b) of this Agreement) for the Services or Deliverable being invoiced. City will pay Contractor's invoice within thirty (30) days of City's receipt of Contractor's invoice. All such payments from the City shall be in immediately available funds and in U.S. dollars. Any amounts invoiced for Deliverables for which City has provided its Acceptance which City has not paid within 30 days of City's receipt of Contractor's invoice shall accrue interest at the rate of six percent (6%) per annum until paid in full.

b. For the purposes of this Agreement:

- (i) "Authorized" shall mean that the City has reviewed the proposed project plan ["Project Plan"] with Contractor during the bi-weekly meetings between the Parties as set out in the Statement of Work attached to this Agreement as Exhibit 1 ("SOW") and has provided written approval to Contractor to continue providing the Services and Deliverables contemplated under the Project Plan.
- (ii) "Acceptance" or "Accepted" shall mean that the City has reviewed the Authorized Services or Deliverables upon Contractor's completion of same and accepted them, in writing, in accordance with Section 9 of this Agreement and as provided in the SOW.

c. Contractor acknowledges and agrees that City shall have no obligation whatsoever to pay Contractor for any Services or Deliverables performed which have not been Authorized by the City as contemplated herein. Contractor further acknowledges and agrees that City shall have no obligation whatsoever to pay Contractor for any Services or Deliverables it has not Accepted as provided herein (Acceptance, Section 9).

## 9. Acceptance

9.1 Unless otherwise agreed in writing, the Parties agree that:

(a) When Contractor completes each Authorized Deliverable (“Deliverable”), the City shall have five (5) Business Days, or such longer period of time as the Parties may agree upon or as is set out in the SOW (the “Acceptance Period”), from the City’s receipt of the Deliverable to review and either provide its Acceptance of the Deliverable and an Acceptance Certificate or written notice of its rejection setting out in detail the reasons why such Deliverable failed to be Accepted in accordance with Section 9.2 of this Agreement;

(b) For each Deliverable, when corrective action is required by the City’s written notice of deficiencies, Contractor shall have five (5) Business Days, or such longer period of time as the Parties may agree upon, to correct the deficiencies City has identified as provided herein [“Corrective Action Period”];

(c) For each Deliverable, Contractor shall be given at least two opportunities to correct the deficiencies identified by the City, unless the Parties otherwise mutually agree;

(d) Contractor shall correct any deficient Deliverables for which the City has delivered written notice to Contractor as set out in subsection 9.1(b) above such that the Deliverable complies with the requirements set out under this Agreement,

(e) If Contractor fails to remedy a deficient Deliverable after both opportunities to remedy as set out in subsection 9.1(d) above, then such failures shall constitute a material default of this Agreement; and

(f) Changes to Deliverables for which the City has provided Acceptance will be handled through the Change Notice process set out at Section 12 of this Agreement and Contractor will start no work on any change until the Parties have approved and executed any applicable Change Notice.

9.2 Upon delivery by Contractor of any Deliverable and within the Acceptance Period, the City shall review such Deliverable to determine if such Deliverable meets the applicable Acceptance Criteria as set out in the SOW, and

(a) if such Deliverable meets the applicable Acceptance Criteria or is otherwise, used or acted upon by the City, the Deliverable will be deemed Accepted on such date unless City has given notice to Contractor that it needs to use or act upon the Deliverable in order to determine whether or not it is acceptable,

(b) if such Deliverable does not meet the applicable Acceptance Criteria, the City will provide written notice by no later than the end of the Acceptance Period to Contractor setting out reasonable particulars of any deficiency and Contractor will, within the Corrective Action Period, re-work the Deliverable to meet the applicable Acceptance Criteria, or

(c) if the City fails to provide written notice rejecting the Deliverable, or fails to respond to Contractor in writing by the end of the Acceptance Period, then the City will be deemed to have Accepted such Deliverable.

(d) Once the City Accepts a Deliverable under the terms of this Section 9, including its subparts, City will issue Contractor an Acceptance Certificate which must accompany Contractor’s invoice to City for that Deliverable.

9.3 For the purposes of this Agreement:

a. “Acceptance Criteria” means reasonable and objective criteria jointly established and agreed to in writing by the City and Contractor describing the criteria for the completion and acceptability of Deliverables all as more particularly set out in the SOW;

b. “Acceptance Certificate” means a certificate authorized and signed by the City indicating that the City has Accepted the specific Deliverable or Service to which the Acceptance Certificate relates,

**10. Proprietary or Confidential Information of the City**

10.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of either Party.

10.2 Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written

confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

10.3 Exceptions.

- a. The obligations of this Section 10.3 shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (i) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (iv) is or was independently developed by the Contractor without access to or use of the Confidential Information; (v) was provided to the Contractor by a third party who, to the best of the Contractor's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (vi) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall (i) notify the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

10.4 Contractor acknowledges that City is subject to public disclosure laws and that City will comply with requests for information ("RFI"), as it is required to do under the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. Contractor acknowledges that an RFI may pertain to any and all documentation associated with City's use of Contractor's Services. Contractor further acknowledges that it is obligated to assist and cooperate with City by producing all documentation that is responsive to the RFI so that City may comply with its statutory obligations. City agrees to give Contractor as timely written notice as possible of the RFI such that Contractor may oppose the RFI or exercise such other rights at law as Contractor believes it has. However, Contractor must produce all RFI responsive documents to City and City will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, Contractor procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering City not to comply with the RFI pending final determination of Contractor protest of the RFI. Contractor further agrees to accept City's tender of defense and to defend City and pay all City costs of defense in any litigation brought against City with respect to City not complying with an RFI that Contractor protests and will hold City harmless against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

11. **Ownership of Results**

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents in drawings, plans, sheets prepared by Contractor or its Subcontractors 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.

**12. Change Notices**

- (a) Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future Deliverables under this Agreement by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent. Each Change Notice may specify changes to the Software Contractor is to provide hereunder and the manner in which Contractor is to provide the Software, If any Change Notice causes an increase or decrease in the price or the time required for performance under this Agreement, an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly.
- (b) Change Notices issued under this Agreement must be accepted or rejected in writing by Contractor within ten (10) days of Contractor's receipt of its issuance. Notwithstanding as may be otherwise provided here in, if for any reason Contractor should fail to timely accept or reject a Change Notice in writing, such Change Notice shall be deemed accepted.

**13. Liquidated Damages for Contractor's Unexcused, Untimely Performance**

Contractor's failure to complete the Work within the time allowed will result in the City sustaining damages and the assessment by City of Liquidated Damages.

- (a) Excusable Delays (Force Majeure)

If Contractor or City experiences an Excusable Delay Event, Contractor or City shall, within ten (10) days after first becoming aware of each such event, give written notice of the delay to the other party and describe any impact the "Excusable Delay" may have upon the Schedule. If the foregoing Notice(s) are issued, or in the absence thereof from the City, then Contractor shall be entitled to a day for day extension to the Schedule corresponding to the number of days of delay directly caused by the Excusable Delay Event.

- (b) Schedule of Liquidated Damages.

City and Contractor recognize that time is of the essence in the performance of this Agreement and that City will suffer financial loss in the form of contract administration expenses (including project management and consultancy expenses), delay and loss of public use, if Contractor does not complete its Services and the Deliverables associated therewith within the respective times specified in this Agreement and in the SOW, plus any extensions that are allowed in accordance with this Agreement. Contractor and City agree that because of the nature of the Services as provided by this Agreement, it would

be impractical or extremely difficult to fix the amount of actual damages incurred by City because of the delay in completion or timely delivery of the Services. Accordingly, City and Contractor agree that Contractor shall pay City the following liquidated damages measures:

(i) Deliverables: \$500.00 for each calendar day that expires after the time specified in the Scope of Work for Contractor to provide and for City to accept the Deliverables specified in the SOW.

(ii) Milestones: \$1,000.00 for each calendar day that expires after the time specified in this Agreement for Contractor to complete the Milestone set forth in this Agreement and to complete all of the Services, excluding all “inexcusable delay” events

**14. Limitation on Liability**

(a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed \$4Million or the total value of this Agreement, whichever is greater.

(b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

(c) This limitation of liability shall not apply to all actions, demands, or claims by any third party for death, bodily injury, damage to tangible property in connection with or arising under this Agreement, nor to any intentional misconduct, recklessness, or gross negligence or to Contractor’s Confidentiality (Section 10) and indemnification (Section 16) obligations as set forth in this Agreement.

**15. Performance Bond**

Prior to this Agreement being effective and binding on the City, Contractor shall file with City Clerk and with the City representative to whom Notices should be sent as is specified below in Section [INSERT] (“Notices”) a Corporate surety bond, in the form of a Performance Bond, in the penal sum of 100% of the total contract amount of this Agreement to guarantee both faithful performance of Contractor’s Services and a source of revenue for the City to complete the Services under this Agreement should Contractor default or become insolvent. City’s representative shall attach a copy of the

Bond to this Agreement as Exhibit 4. Contractor must keep the Performance Bond current for the duration of this Project.

**16. Indemnification**

- (a) General Indemnification. 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 (of every kind, nature and description), claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, damages, (incidental or consequential) costs, actions or causes of action, and expenses, including reasonable attorneys' fees, (collectively referred to herein as “Actions”) 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 10 above.
- (b) Proprietary Rights Indemnity. Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Software, infringes upon or violates the Intellectual Property Rights of others. If the Software will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, City, at its option shall require Contractor, at Contractor’s sole expense to: (1) procure for City the right to continue using the Software; or (2) replace or modify the Software so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that: (A) such replaced or modified Software will operate in all material respects in conformity with the then-current specifications for the Software; and (B) City’s use of the Software is not impaired thereby. Contractor’s obligations under this Agreement will continue

uninterrupted with respect to the replaced or modified Software as if it were the original Software.

- (c) For the purposes of the indemnification obligations set forth herein, the term “Contractor” includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub consultants, and subcontractors.
- (d) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this indemnification provision, which obligation shall arise at the time an Action 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 arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- (e) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City’s interests. 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 payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- (f) All of Contractor’s indemnification obligations hereunder 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) Contractor’s indemnification obligations hereunder shall not be limited by the City’s insurance requirements contained in Schedule B hereof, or by any other provision of this Agreement.

**17. Termination**

- (a) Termination for Breach. If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, at its option: (i) subject to the Limitation on Liability (Section 14), recover all direct damages it incurs as a result of Contractor’s breach; (ii) require that Contractor repay City all monies City has paid Contractor under this Agreement or (iii)

retain the portion of Contractor’s Deliverables that the City has accepted and paid Contractor for and complete performance of the Agreement with another vendor. In the event City elects to complete performance of the Agreement with another vendor, Contractor shall remain liable for any increase in costs to City of completing the Agreement in excess of the price City would have paid Contractor for completing the Agreement.

- (b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach. In such event, Contractor will be entitled to payment for Deliverables which City has accepted in accordance with the Testing and Acceptance provisions of this Agreement.
- (c) Bankruptcy. Either party may immediately terminate this Agreement if (i) the other party files a petition for bankruptcy or has filed against it an involuntary petition for bankruptcy which is not dismissed within 60 days of its filing, (ii) a court has appointed a receiver, trustee, liquidator or custodian of it or of all or a substantial part of the other party’s property, (iii) the other party becomes unable, or admits in writing its inability, to pay its debts generally as they mature, or (iv) the other party makes a general assignment for the benefit of its or any of its creditors.
- (d) Termination for Convenience by City. City may terminate this Agreement for any reason at any time upon not less than sixty (60) days' prior written notice to Contractor. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor all undisputed amounts then due and payable under this Agreement.
- (e) Transition Services after termination. In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

**18. Dispute Resolution**

- a. If dispute or disagreement among the Parties arises with respect to either Party’s performance of its obligations hereunder, or any provision of or interpretation of the Agreement, the Parties agree in good faith to attempt to resolve such dispute or disagreement (a “Dispute”) prior to submitting the Dispute to mediation, arbitration or litigation in accordance with this Section 18. Such resolution efforts shall involve the

City Administrator of the City of Oakland and an executive officer of Contractor, together with such other persons as may be designated by either Party.

b Any Party may commence said resolution efforts by giving notice, in writing, to any other Party. Such notice shall include at least a description of the Dispute and any remedial action that the Party commencing the resolution procedure asserts would resolve the Dispute. Upon receiving such notice, the Party against whom the Dispute is brought shall respond in writing within five (5) Business Days. The Parties shall then meet and confer in a good faith attempt to resolve the Dispute.

c If the Dispute has not been resolved within five (5) Business Days after the Subsection 18.b. notice is given, and unless the Party initiating the Dispute does not wish to pursue its rights relating to such Dispute or desires to continue the Pre-Mediation Dispute Resolution, then such Dispute will be automatically submitted to mediation. The mediation will be conducted in Alameda County by a single mediator selected by the Parties to the Dispute by mutual agreement or by the use of the Commercial Arbitration Rules of the American Arbitration Association for selecting an Arbitrator [“AAA RULES”] The Parties to the Dispute shall evenly share the fees and costs of the mediator. The mediator shall have twenty (20) Business Days from the submission to mediation to attempt to resolve such Dispute. If the Dispute is not resolved within that time period, the parties will be entitled to pursue such matter by demanding arbitration under the AAA RULES or instituting litigation.

**19. 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, 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.

**20. Bankruptcy.**

All rights and licenses granted to City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 265(n) of the U.S. Bankruptcy Code, licenses of rights to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U.S. Bankruptcy Code, City shall be entitled to a complete duplicate of any such intellectual property, including the source code for Contractor’s Licensed Software which Contractor has placed in escrow as required under this Agreement and all embodiments of such intellectual property, to which City would otherwise be entitled under this Agreement, and the same, if not already in City’s possession, shall be promptly delivered to City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by City, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U.S. Bankruptcy Code referenced above are determined not to apply, City shall nevertheless be entitled to no less than the protection offered by the provisions of the U.S. Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

**21. 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. In the event that Contractor assigns this Agreement in compliance with this provision, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

**22. 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.

**23. 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.

**24. Conflict of Interest**

(a) Contractor

The following protections against conflict of interest will be upheld:

- (1) 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 there from.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$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 totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 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.*).
- (6) 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.
- (7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver

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

(c) Remedies and Sanctions

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

**25. Validity of Contracts**

The Oakland City Council must approve all Agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Manager or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

**26. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party agrees to waive any objections to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

**27. Headings**

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience, only, and have no legal significance.

**28. Construction**

- (a) Except as provided in Section 12 (b) above, acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or

acquiescing party has knowledge of the nature of the performance and opportunity for objection.

- (b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Change Notice, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part.

**29. Waiver**

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

**30. 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 acknowledges and agrees that all of Contractor's employees and subcontractors are under the sole direction and control of Contractor and City shall have no authority over or responsibility for such employees and subcontractors of Contractor. Contractor has and shall retain the right to exercise sole direction 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 **EXHIBIT 1**

- (b) Contractor's Qualifications

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

performed. Contractor shall complete and submit to City, Schedule M-Independent Contractor Questionnaire, prior to the execution of this Agreement.

(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, except those tools, materials, equipment specified herein, if any, 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.

**31. Attorneys' Fees**

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

**32. Counterparts**

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes.

**33. Remedies Cumulative**

The rights and remedies of City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, including the California Uniform Commercial Code.

**34. 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.

**35. Access**

Access to City's premises by Contractor shall be subject to the reasonable security and operational requirements of City. To the extent that Contractor's obligations under this Agreement or any Purchase Order, Change Order, or Change Notice, require the performance of Services or Work by Contractor on City's property or property under City's control, Contractor agrees:

- (i) to accept full responsibility for performing all Services or work in a safe manner so as not to jeopardize the safety of City's personnel, property, or members of the general public; and
- (ii) to comply with and enforce all of City's regulations, policies, and procedures including, without limitation, those with respect to security, access, safety and fire protection, City's policy against sexual harassment, and all applicable state and municipal safety regulations, building codes or ordinances.

**36. 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.

**37. Modification**

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

**38. Notices**

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

(City of Oakland) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: (name) \_\_\_\_\_  
**Deputy City Attorney**  
**1 Frank Ogawa Plaza, 6<sup>th</sup> Fl.**  
**Oakland, CA 94612**

(Contractor) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**39. Right to Offset**

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor. To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them.

**40. No Third Party Beneficiary**

This Agreement shall not be construed to be an agreement for the benefit of any third Party or parties, and no third party or parties shall have any claim or right of action under this Agreement

**41. Survival**

Sections (2, 7, 8, 9, 10, 14, 15, 17, 26 and 40) of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement.

**42. Time is of the Essence**

The Special Circumstances of this Agreement require Contractor's timely performance of its obligations under this Agreement. Therefore, time is of the essence in the performance of this Agreement.

**43. Authority**

Each individual executing this Agreement or any Purchase Order, Change Order or Change Notice, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, Change Order or Change Notice, on behalf of the named party such individual purports to bind.

**REQUEST FOR PROPOSALS (RFP) – Software Database Redesign for the Rent Adjustment Program**

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**SO AGREED:**

City of Oakland,  
a municipal corporation

Contractor

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

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

(Date)

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

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

Approved as to form and legality:

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

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

**Schedule Q**  
**INSURANCE REQUIREMENTS**

*(Revised 07/08/15)*

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

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

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

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

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

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

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor’s profession with limits not less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
  - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
  
- v. **Contractor’s Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor’s Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured’s under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
  
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

**END OF SCHEDULE Q – INSURANCE REQUIREMENT**

**ATTACHMENT B1  
(Stand-Alone Schedules Required with Proposal)**

**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](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**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](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190



REQUEST FOR PROPOSALS (RFP) – Software Database Redesign for the Rent Adjustment Program



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 \_\_\_\_\_

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

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

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

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

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

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

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

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

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

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

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

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

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

---

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

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

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

**ATTACHMENT B2**  
**(Stand-Alone Schedules Required Prior to Contract Award)**

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

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](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE Q**  
**(INSURANCE REQUIREMENTS)**

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](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

REQUEST FOR PROPOSALS (RFP) – Software Database Redesign for the Rent Adjustment Program



Oakland Workforce Verification

Schedule E-2

Date Submitted: \_\_\_\_\_ Consultant/Service Provider: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ email: \_\_\_\_\_ # additional sheets attached: \_\_\_\_\_

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.

**RE QUIRED ATTACHMENTS**  
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	RE QUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**PLEASE NOTE BELOW:**

- 1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and or e) U.S. Military Card.
- 2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.
- 3) It is required that all firms submit their most recently filed DE6/9.

**ADDITIONAL SHEET**

Consultant/Service Provider \_\_\_\_\_ RFP/RFQ Title \_\_\_\_\_  
Additional Page # \_\_\_\_\_ of \_\_\_\_\_

**RE QUIRED ATTACHMENTS**  
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	RE QUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE6

## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 07/08/15)*

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

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

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

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

- v. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- vi. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- vii. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not

less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

- vi. **Contractor’s Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor’s Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

b. Terms Conditions and Endorsements

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

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

- x. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- xi. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- xii. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

## ATTACHMENT C: City Schedules and Policies

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

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

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

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

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

**1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extend where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

**2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services

and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

- (1) You certify that you will comply with the Americans with Disabilities Act by:
  - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor’s goods, services and facilities for people with disabilities;
  - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
  - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor’s program would result;
  - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
  - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
  - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

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

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

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule<sup>1</sup>” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as

---

<sup>1</sup> Stand Alone Schedule is not part of the “Combined Schedule”.

- Schedule E form, this form is required to be submitted with the proposal.
  - ii. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
  - iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
  - iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
  - v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.
5. **Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**
- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
  - ii. The Schedule E-2 form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>
6. **Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**
- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
  - ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment

application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

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

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

8. **Schedule K** – (Pending Dispute Disclosure Policy) – **Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
  - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
  - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
  - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
  - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.

(5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

**10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website ([https://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.28LIWAO\\_R.html#TOPTITLE](https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE)).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

**11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

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

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

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

- ii. The form is also available on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

**13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City

of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

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

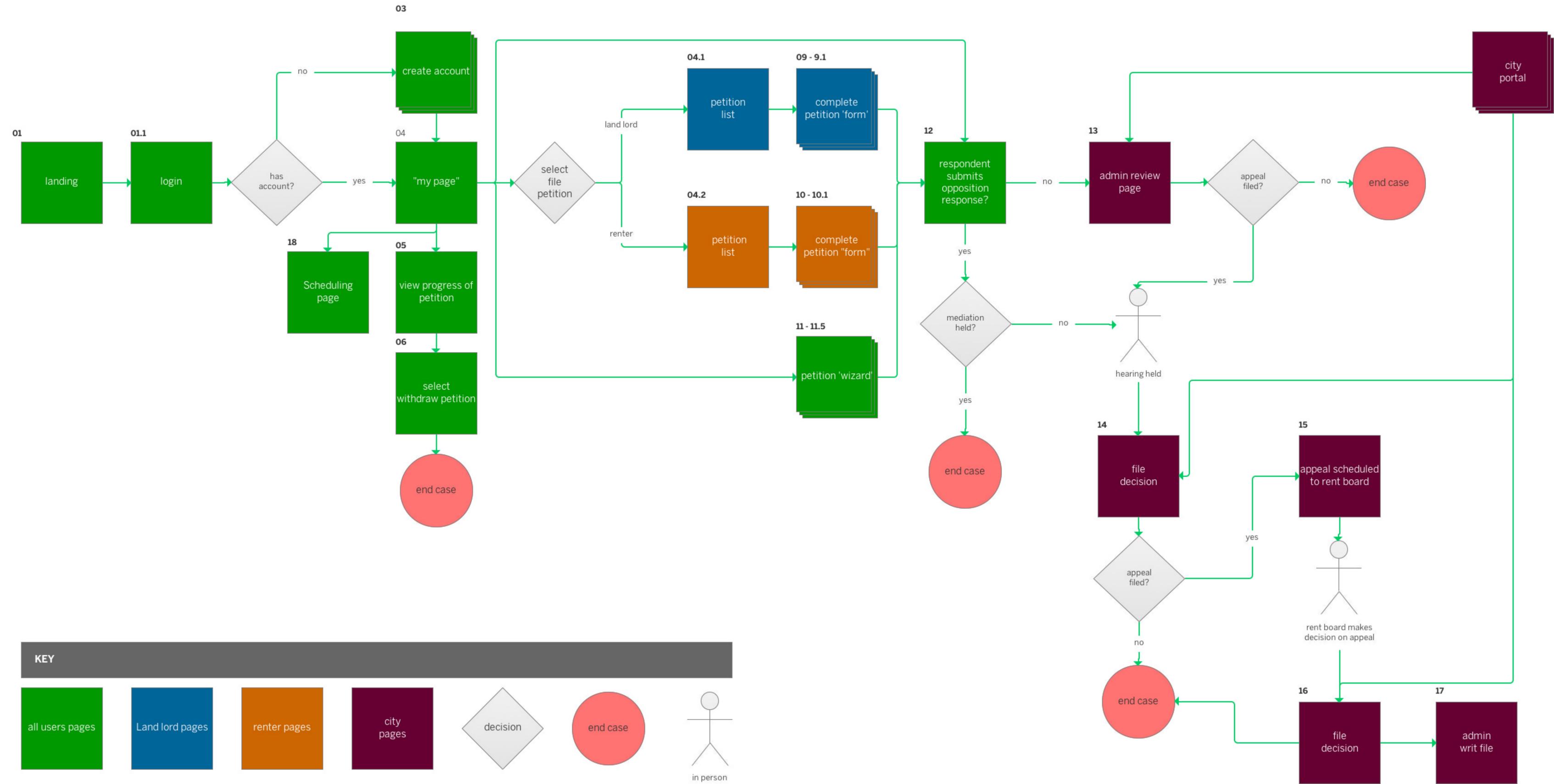
- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

**16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.**

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Combined Schedules)

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

# RAP Process



**KEY**



# APPENDIX B

**RAP**

**Steve Brown** [Update Personal Information](#)

### Where to start

[I am a Renter](#) [I am a Land Lord](#)

### Track Progress

[View All](#)

### Messages & Notifications

[view all](#)

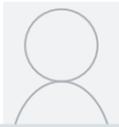
### Common Links

- Rent increase – building wide
- Respond to tenant challenge
- Issueing notices to my tenants
- Rent increase – Unit specific

[View All](#) [Filing Wizard](#)

## My Page

- Individual logged in page
- Oakland renter updates
- Messages and notifications
- Status on tasks
- Links to pertinent actions



Steve Brown

[Update Personal information](#)

### You're a land lord, what's happening?

I want to raise the rent for all tenants to pay for a building improvement.

I want to raise the rent on one unit in my building.

I want to issue notices, or copies of the rental program to my tenants.

A tenant is challenging a rent increase.

### Track Progress



[View All](#)

### Messages & Notifications

- Message 1
- Message 2
- Message 3

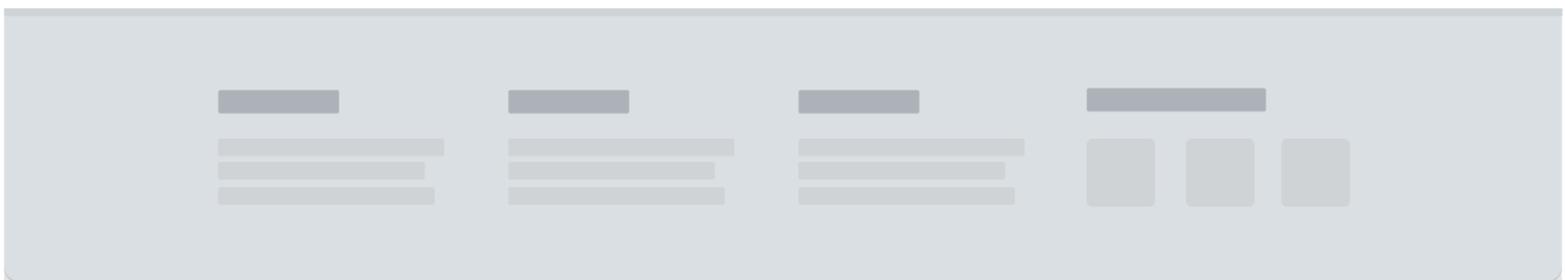
[view all](#)

### Common Links

- Rent increase – building wide
- Respond to tenant challenge
- Issueing notices to my tenants
- Rent increase – Unit specific

[View All](#)

[Filing Wizard](#)



## Form List Page

- Individual logged in page
- Oakland renter updates
- Messages and notifications
- Status on tasks
- Links to pertinent actions



# Form Filed

Summary and Next Step

#48473 Capitol Improvements Rent Increase City Contact: [Steve McFinn](#)

### Overview

[Placeholder text]

[Withdraw](#)

### Progress

	Documents	Available Actions
<b>Step One</b>	[Placeholder]	[Action]
<b>Step Two</b>	[Placeholder]	[Action]
<b>Step Three</b>	[Placeholder]	[Action]
<b>Step Four</b>	[Placeholder]	[Action]
<b>Step Five</b>	[Placeholder]	[Action]

[Placeholder]

### Track Progress

- Overview of process
- current status + actions
- Key contacts & details about filing



Gerald C. Edwards

[Update Personal information](#)

### Where to start

I am a Renter

I am a Land Lord

### Track Progress



[View All](#)

### Messages & Notifications

- [ ] [ ]
- [ ] [ ]
- [ ] [ ]

[view all](#)

### Common Links

- Housing Services have decreased
- Rent Increase Exceeds 30%
- Rent Increase Exceeds CPI
- Request copy of Rental Program

[View All](#) [Filing Wizard](#)

## My Page

- Individual logged in page
- Oakland renter updates
- Messages and notifications
- Status on tasks
- Links to pertinent actions



Gerald C. Edwards

[Update Personal information](#)

### You're a renter, what's happening?

My land lord is raising my rent.

I am losing services I once had.

I have not recieved any copies of my renters rights.

### Track Progress



[View All](#)

### Messages & Notifications

- [Message]
- [Message]
- [Message]

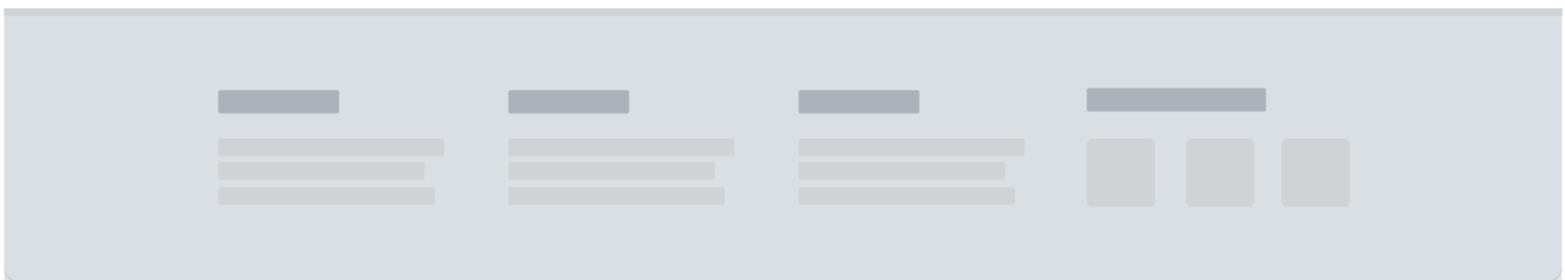
[view all](#)

### Common Links

- Housing Services have decreased
- Rent Increase Exceeds 30%
- Rent Increase Exceeds CPI
- Request copy of Rental Program

[View All](#)

[Filing Wizard](#)



## Form List Page

- Individual logged in page
- Oakland renter updates
- Messages and notifications
- Status on tasks
- Links to pertinent actions

### Housing Services have decreased

**Overview**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Documents Needed**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### Housing Services Have Decreased

Are you being charged for services originally paid by the owner?  Yes  No

Have you lost services originally provided by the owner or have the conditions changed?  Yes  No

Are you claiming any serious problem(s) with the condition of your rental unit?  Yes  No

**Please include at least the following**

List the services you have lost or serious problem(s):

Free text input

The date the loss(es) began, or the date you began paying for the service(s)

Month


How you calculate the dollar value of lost problem(s) service(s)

Free text input

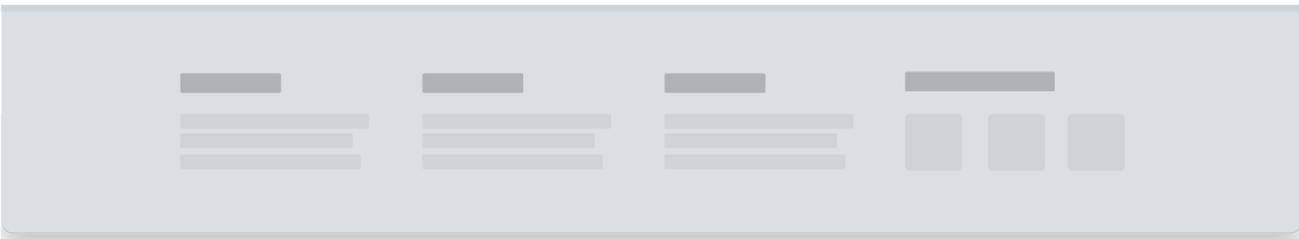
Upload documents (optional)

Upload

Are you available or willing to go through mediateion?  Yes  No

**I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.**

DocuSign [Reset](#)



### Form Page

- Overview of form being filed
- Documents needed and their location
- Form to fill out
- Place to upload documents

## Form Filed

Summary and Next Step



#8837ejd  
Housing Services have decreased

[Land Lord: Steve Brown](#)  
[City Contact: Anne Simms](#)

### Overview

[Placeholder text for Overview section]

Withdraw

### Progress

	Documents	Available Actions
<b>Step One</b> [Placeholder text]	[Placeholder icons]	[Placeholder button]
<b>Step Two</b> [Placeholder text]	[Placeholder icons]	[Placeholder button]
<b>Step Three</b> [Placeholder text]	[Placeholder icons]	[Placeholder button]
<b>Step Four</b> [Placeholder text]	[Placeholder icons]	[Placeholder button]
<b>Step Five</b> [Placeholder text]	[Placeholder icons]	[Placeholder button]

[Placeholder for a summary or navigation bar]

### Track Progress

- Overview of process
- current status + actions
- Key contacts & details about filing



CITY HALL • ONE FRANK H. OGAWA PLAZA, 4TH FLOOR • OAKLAND, CALIFORNIA 94612

Office of the City Auditor  
Brenda D. Roberts, CPA, CFE, CIA  
City Auditor

(510) 238-3378  
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TDD (510) 238-3254  
[www.oaklandauditor.com](http://www.oaklandauditor.com)

June 27, 2016

OFFICE OF THE MAYOR  
HONORABLE CITY COUNCIL  
CITY ADMINISTRATOR  
CITY ATTORNEY  
CITIZENS OF OAKLAND  
OAKLAND, CALIFORNIA

**RE: Performance Audit of the City of Oakland Rent Adjustment Program**

Dear Mayor Schaaf, President McElhaney, Members of City Council, City Administrator Landreth and Oakland Citizens:

Over the past four years, Oakland has seen tremendous growth in jobs and opportunities for its citizens. And yet, housing has not kept up with this pace and home prices and residential rental rates have increased to the point that many Oaklanders can no longer afford to live in this city – a city in which the majority of its residents are renters.

The Rent Adjustment Ordinance was adopted in 1980 by the Oakland City Council to provide stable housing to tenants and to encourage investment in residential rental properties. Since then, there have been amendments to further strengthen tenant protections.

The objective of this audit was to confirm that efficiencies are utilized to enhance the process and that appropriate controls are in place so that the Rent Adjustment Program (RAP) is successful in meeting its intended goals—to administer the Rent Adjustment Ordinance that promotes relief to Oakland residents and limits rent increases and promotes investment in residential rental housing.

The audit provides for recommendations that are intended to assist the City in supporting the RAP and developing action plans for improvement. Specifically, our recommendations call for timely appointments of vacant positions on the Rent Board, a formal training program for Rent Board members, and a broader outreach and education program to tenants and landlords that leverages newer technologies and embraces the City's commitment to transparency.

The audit recommends changes to the Rent Program fee, proposing to increase the fee to be between \$63 to \$70 per unit per year. This recommendation is contingent upon the City Administrator's thorough review of the listing of residential rental properties in Oakland, to determine accurate billings of rental properties covered under the RAP and Just Cause Ordinances.

Other recommendations relate to budget monitoring, review of workflow processes, upgrading city offices to be better suited for public hearings, review of resource needs and ordinance redundancies to achieve greater efficiencies, and the institution of a quality review program.

I want to express our appreciation to the Oakland Housing & Community Development Director and her staff for their cooperation during this audit and to their commitment to the mission and goals of the Rent Adjustment Program.

I am most appreciative of the work conducted by the students assigned to this project under the UC Berkeley Goldman School of Public Policy's Introduction to Policy Analysis class. Their contributions to the audit's recommendations for public outreach are thoughtful, comprehensive and forward-thinking.

Respectfully submitted,



BRENDA D. ROBERTS  
City Auditor

Enclosure

cc: Michele Byrd, Director, Housing & Community Development  
Margaret O'Brien, Interim Director, Department of Revenue  
Kirsten LaCasse, Interim Controller

City Auditor  
Brenda Roberts  
CPA

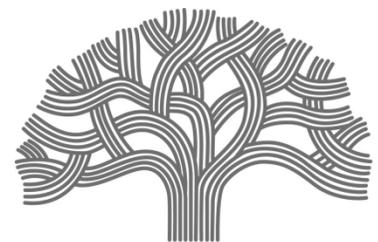


**Performance Audit  
of the City of Oakland  
Rent Adjustment  
Program**

June 27, 2016

Audit Team:  
Alessia Dempsey  
CIA  
Audit Consultant

Mark Howard  
Carnes  
Performance  
Auditor



CITY OF OAKLAND

**OFFICE OF THE CITY AUDITOR**

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## **APPENDIX A – A Best Practices Analysis of Municipal Landlord & Tenant Education and Outreach**

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# Introduction & Background

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## Executive Summary

The Rent Adjustment Ordinance was adopted in 1980 by the Oakland City Council to provide stable housing to tenants and to encourage investment in residential rental properties.

Rental housing rates have increased approximately 34% since 2011 making Oakland one of the most expensive rental markets in the U.S. Tenants filing claims for rent hikes greater than the allowable limit have increased over the same period by more than 50% to 723 in FY2015, the highest in the past 7 years. Rent Adjustment Program (RAP) staff had to contend with this increase in petitions and cases without a corresponding increase in staffing and resources. This trend is not sustainable.

City Administrative staff manages the on-going operations of RAP: accepting petitions, conducting hearings and performing public outreach. The Housing Residential Rent-Relocation Board (Rent Board) adjudicates appeals and proposes policy updates taking into consideration legislative, economic, and industry changes. The Rent Board is comprised of volunteers appointed by the Mayor.

This audit is a review of where the RAP program is today in light of the current housing landscape and is intended to assist management in determining how the City can effectively support the program to service the needs of its tenant, landlord, and community stakeholders.

The objective of this audit is to ensure the Rent Adjustment Program is meeting its mission and goals—to administer the Rent Adjustment Ordinance that promotes relief to residential residents through the limitations of rent increases while fostering investment in residential rental housing properties.

The audit recommendations can assist City Administration in developing action plans that will result in RAP operational stability as a resource platform for tenant, landlord and community stakeholders. These recommendations propose to maximize workflow efficiencies to ensure timely resolution of tenant and landlord petitions.

Housing disputes between tenants and landlords must be resolved timely. The increase in petitions filed over the past several years is a factor in the bottleneck of scheduling hearings and appeals, and the delays in finalizing cases. Management should hire temporary employees to help alleviate the backlog.

Rent Board member absenteeism exacerbates delays. Board meetings were canceled 26% of the time in 2015 due to lack of a quorum and hearings had to be rescheduled. Board appointments must be prioritized and a formal training program developed to

## Introduction & Background

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provide adequate instructions to carry out the Rent Adjustment Ordinance and relevant City policies and procedures.

Adopting and keeping up with current technologies will ensure RAP operational efficiencies, provide transparency to the public, and broaden stakeholder outreach and education. This should include implementing an automated case management system, updating websites to facilitate access to program information including upcoming Rent Board meetings and RAP caseload and decisions statistics, and the use of social media to broadcast events relevant to rental housing.

RAP management needs to focus on improving process efficiencies, including workflow analysis to identify opportunities to leverage staff and limit document handling. Management should review the Rent Adjustment Ordinance for cumbersome legislation that exacerbates process delays and create a dedicated professional office space for hearings.

The Rent Program Service fee (Program fee), currently \$30 per rental unit per year, funds RAP operations. It is assessed to owners of properties covered under the Rent Adjustment or Just Cause for Eviction Ordinances. Neither RAP nor the Department of Revenue maintains a comprehensive list of these properties to validate the completeness and accuracy of assessments. Revenue management estimates that as many as 10% of property owners possibly overpay and, conversely, it is also probable that other owners of properties not included in Revenue's Business Tax system are not billed at all.

Forecasted RAP revenues are based on this incomplete and inaccurate information which should be revised once the City Administrator puts a plan in place to maintain an accurate database of properties that must comply with the ordinances.

The audit includes an analysis of the RAP budget and its financial results. It includes historical, current, budgeted, and projected revenues and expenditures, without taking into account the aforementioned potential revenue adjustments. Expenditures currently exceed revenues. At this current rate of spending, the accumulated reserve from prior years will be depleted within the next fiscal year. We recommend increasing the annual Program fee to at least \$63 from \$30 per unit, not accounting for potential revenue adjustments. This is based on our analysis as well as the expected costs of implementing the audit recommendations, which include systems upgrades.

Finally, management should develop and monitor the RAP budget in detail, confirming that current and projected expenditures and allocations are valid and add value to RAP operations and stakeholders.

## Introduction & Background

### Housing availability and affordability crisis

The Bay Area is experiencing significant economic and population growth bringing with it a demand for available and affordable housing that continues to exceed the supply for new and longtime residents alike.

City	Housing Units Built (2010 - 2014 <sup>1</sup> )	Occupied housing units
<b>Oakland, CA</b>	<b>711</b>	<b>155,918</b>
Sacramento, CA	581	177,578
Berkeley, CA	212	45,569
San Francisco, CA	1,732	348,832
San Jose, CA	2,028	310,584
Portland, OR	2,043	252,185
Sunnyvale, CA	612	54,267
Seattle, WA	5,365	290,822

Population increased by 22,000 (2010 – 2014)

Source: U.S. Census Bureau - American Fact Finder

Skyrocketing rents have become routine. Oakland was named the fifth most expensive rental market in the country in February 2016, where a one bedroom apartment averages \$2,290/month.<sup>2</sup>

Many Oakland residents, particularly from lower socio-economic groups, have already been adversely impacted by the increasing pressures of the rental housing market. This has likely contributed to increased displacement, including homelessness.

According to the 2016 Oakland City Mayor's report on housing titled "A Roadmap Towards Equity," the City's African-American population declined by 24% in the past decade,<sup>3</sup> owing much to the increased financial burdens of finding and maintaining affordable rental housing.

<sup>1</sup> Includes all residential units.

<sup>2</sup> O'Brien, D. (February 2016). *Zumper National Rent Report: February 2016*. Retrieved from <https://www.zumper.com/blog/2016/2/zumper-national-rent-report-february-2016/>

<sup>3</sup> Rose, K. & Lin, M. (2015). *A Roadmap Towards Equity: Housing Solutions for Oakland, California*. Retrieved from <https://www.policylink.org/sites/default/files/pl-report-oak-housing-070715.pdf>

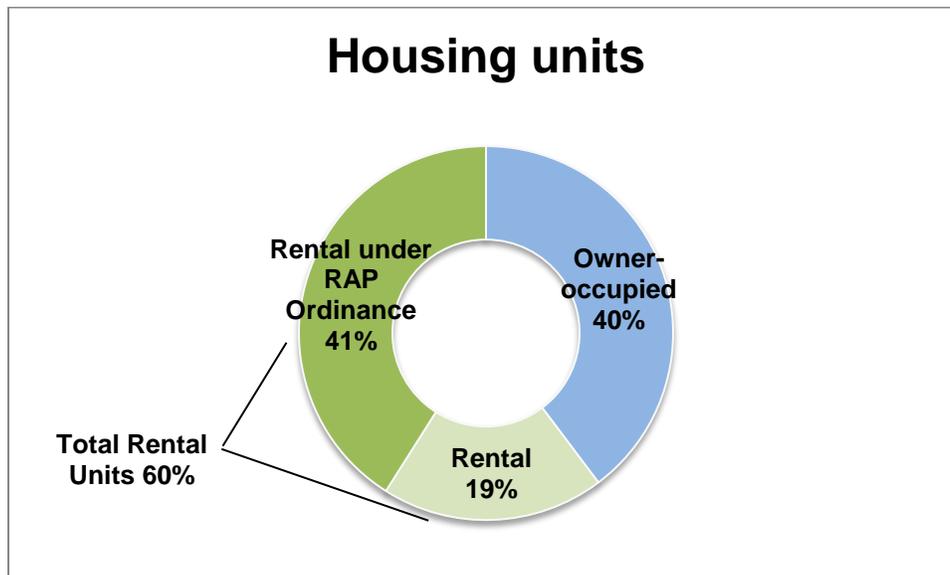
# Introduction & Background

## Rent Adjustment Ordinance (RAP Ordinance)

The RAP Ordinance was adopted in 1980 by the Oakland City Council as an alternative to strict rent control<sup>4</sup> and to encourage open communication and foster a climate of understanding between tenants and landlords.

RAP is responsible for adjudicating certain disputes and petitions brought forward under the RAP Ordinance and to ensure compliance with the Just Cause for Eviction Ordinance (Just Cause Ordinance).<sup>5</sup>

There are approximately 156,000 occupied<sup>6</sup> units of housing in Oakland. Of those units, approximately 60% (approximately 94,000) are rentals and 40% (approximately 62,000) are owner-occupied. Rent increases and other management practices for properties built and occupied before January 1, 1983, are guided and directed by the RAP Ordinance. These RAP properties account for 41% (63,981) of occupied housing units.



<sup>4</sup> OMC §8.22.

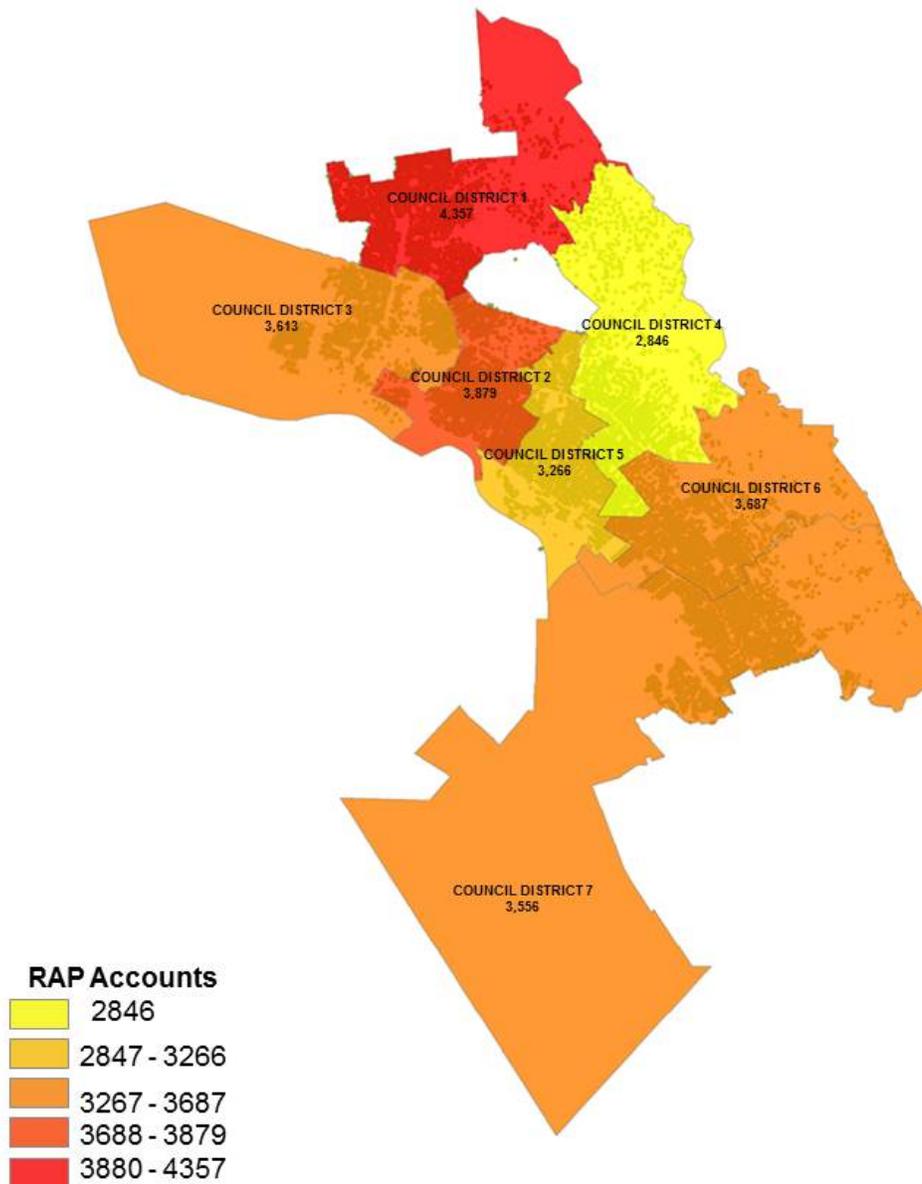
<sup>5</sup> OMC §8.22.300.

<sup>6</sup> Source: US Census Bureau: American Fact Finder

## Introduction & Background

Residential rental units and buildings covered under the RAP Ordinance are located throughout the city. The map that follows shows the distribution by RAP accounts. These are not shown as individual residential rental units, but as Business Taxpayer accounts.

### Rental Adjustment Program Accounts by Council District



Source: City of Oakland, Department of Revenue, Business Tax taxpayer system of record

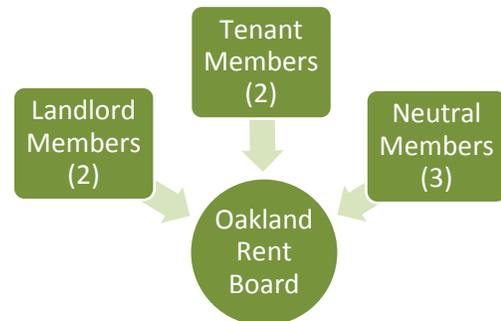
## Audit Results

### Housing Residential Rent-Relocation Board (Rent Board)

The Rent Board is a city created board comprised of volunteer members, appointed by the Mayor and confirmed by the City Council.<sup>7</sup> Members of the Rent Board adjudicate Hearing Officer decisions that are appealed by landlords and tenants.

Other Rent Board functions include making recommendations for regulations and changes to the RAP Ordinance, and adopting regulations for the Just Cause for Eviction Ordinance and Oakland's Ellis Act Tenant Protections.

The seven-member Board is comprised of two landlord members, two tenant members, and three neutral members. A quorum requires four members present with, at minimum, one representative from each category and an additional member from any of the three categories.



The Rent Board represents the City of Oakland as one of its governing bodies and conducts the city's business by establishing policy and adjudicating rulings. As such, it should fully represent the city in a professional manner in the administration and execution of its duties.

Board functions are serious and critical to the community. Members should be diligent in board meeting attendance and objective in their deliberations, regardless of the board seat they fill (tenant or landlord). Open board seats must be filled promptly in order to ensure a quorum is always met at the regularly scheduled meetings. Cancellations due to lack of quorum delays the hearing and adjudication of petitions.

#### **Finding 1: The Rent Board positions are not filled in a timely manner**

The audit found that the Rent Board quorum was not met in six out of twenty-three (26%) scheduled meetings in 2015. Consequently, meetings were canceled and cases and other business of the Board were rescheduled to later meetings. Appeals were delayed for as many as six months. Currently, there is a six month to one year backlog of hearing appeals.

These delays adversely impact both tenants and landlords. Once a petition begins, the proposed rent increase by a landlord is suspended until the case is resolved. If the

<sup>7</sup> OMC Article VI Section 601.

## Audit Results

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board confirms a decision in favor of the landlord, the tenant will be responsible for the additional rent from the date of the rent increase. In some instances, these appeals have been delayed for so long that the cumulative rent increase can be burdensome for the tenant.<sup>8</sup>

We noted two instances of the appeal process extending for more than 2 years. Another petition took more than 13 months to confirm that the property was in fact exempt from the Ordinance.

### **Recommendation:**

A proposal to increase the number of Rent Board alternates was presented to City Council in order to address the backlog of appeals.<sup>9</sup> The intent of this proposal is to provide sufficient volunteer Board members so that single absences will not result in a lack of quorum and disrupt case appeals scheduling.

The Mayor is responsible for appointing members to open Board positions and must fully communicate to appointees their responsibilities and obligations as members of this Board including attendance. Attendance records should be provided to the Mayor on a semiannual basis<sup>10</sup> so that members not fulfilling their duties can be replaced with others who can step up to the required Rent Board responsibilities.

### **Finding 2: A formalized training program is not in place for Rent Board members**

Board members must be knowledgeable of the ordinance, possess an understanding of rental and housing practices, and should be fully familiar with *Robert's Rules of Order*, by which City of Oakland public meetings are professionally conducted.

The City Attorney and the RAP management have provided training to Board members in the past consisting of the responsibilities of the member, RAP Ordinance topics, and the protocols for public meetings under Oakland's procedures and guidelines. The current practice provides training on an annual basis – an orientation is given to newly appointed Board members. City Attorney staff also make themselves available for questions and clarifications from Board members, prior to Rent Board meetings and during the proceedings.

The current process does not adequately prepare members for all of the RAP Ordinance responsibilities and meeting procedures they are charged with. Board members absent for the annual training may not fully understand their duties as Board members.

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<sup>8</sup> The Hearing Officer may order Rent adjustments for overpayments or underpayments over a period of months. OMC §8.22.110(E)(4).

<sup>9</sup> <https://oakland.legistar.com/calendar.aspx> 04/26/16 Special Community & Economic Development Committee Agenda Item 4.

<sup>10</sup> OMC §8.22.040(B)(3).

## Audit Results

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### Recommendations:

- A training program should be developed for Board members that is content-focused relevant to the RAP Ordinance, RAP regulations, policies and procedures, and includes case studies and past decisions by Hearing Officers and the Rent Board. This program should be scheduled over the course of the year with expected time frames for completion. In some instances, the training may be presented at regular Board meetings in short time segments. Such sessions will benefit tenants, landlords, and other attending members of the public. Additionally, videos can be produced so that Board members can view them at their convenience.
- RAP management should track the progress of the training sessions and include completion information and Board member attendance records in the semi-annual report to the Mayor.

### Finding 3: Appeals packets and preparatory materials are not always readily available to Board members

Appeals packets include the tenant petitions, responses, evidence documents, and the decision of the Hearing Officers. These are mailed to each Board member one week prior to the Rent Board meeting scheduled for these appeals. A Board member related that these documents are generally received late, allowing for only one or two days for preparatory review.

The time required to compile, copy, and mail the packets twice a month creates an unnecessary burden on the RAP staff and results in an ineffective process—time could be better spent on other tasks. As the number of appeals has increased during the past few years, this problem has compounded.

The e-Government Act of 2002<sup>11</sup> provides guidelines to promote easier public access to government information and to improve administrative processes, recommending greater use of internet-based technologies. Although this directive relates to federal activities, the intent can be well taken—fostering the use of technology to improve access and efficiency is a worthwhile effort.

### Recommendations:

The Rent Board should adopt a communication strategy that allows for ease of access and use for different types of users. This must include internet-based technology.

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<sup>11</sup> The **e-Government Act of 2002** enacted on December 17, 2002, with an effective date for most provisions of April 17, 2003. Establishes a Federal [Chief Information Officer](#) within the [Office of Management and Budget](#). (Pub.L. 107-347, 116 [Stat. 2899](#), [44 U.S.C. §101](#), H.R. 2458/S. 803).

## Audit Results

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- Appeals packets should be scanned and uploaded to the RAP website as soon as practical and prior to the Rent Board meetings. This allows the Board members to prepare adequately in advance, ensuring informed decision-making. These can also be mailed upon request to stakeholders without readily available internet access.
- The Board should formulate an accessible on-line public communication strategy that provides interested parties with all appropriate information in advance of the meeting and other relevant staff reports.

### **Finding 4: Case and Appeal Decisions are not readily available for online access**

Petition hearings and Rent Board meetings are public and their decisions should be made available to the public.<sup>12</sup> This ensures an open and transparent process and allows for the appropriate scrutiny of tenants and landlords. Providing the basis for the determination of cases can be helpful to others as they consider similar complaints and petitions.

#### **Recommendation:**

RAP management should post Petition Hearing and Rent Board decisions to the RAP website or other electronic portals to make these more accessible to the public.

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## Rent Adjustment Program Operations

### Rent Adjustment Process

Tenant and landlord dispute petitions are typically resolved through the RAP hearing process where cases are heard and evaluated by a Hearing Officer who applies the Rent Adjustment Ordinance rules and regulations. The Hearing Officer renders a decision which may be regarding a rent increase or decreased housing services.<sup>13</sup>

A tenant or landlord can appeal a hearing decision to the Rent Board if either party disagrees with a Hearing Officer's decision. Grounds for appeal range from insufficient opportunity to present arguments and inconsistencies in the application of Rent Board regulations to cases decided on sparse evidence or that raise new policy issues.

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<sup>12</sup> Brown Act CA Gov code 54952(b) and Sunshine Open Meetings Ordinance OMC §2.20.030(e)(2).

<sup>13</sup> Housing Services – means all services provided by the Owner related to the use or occupancy of a covered unit, included, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.

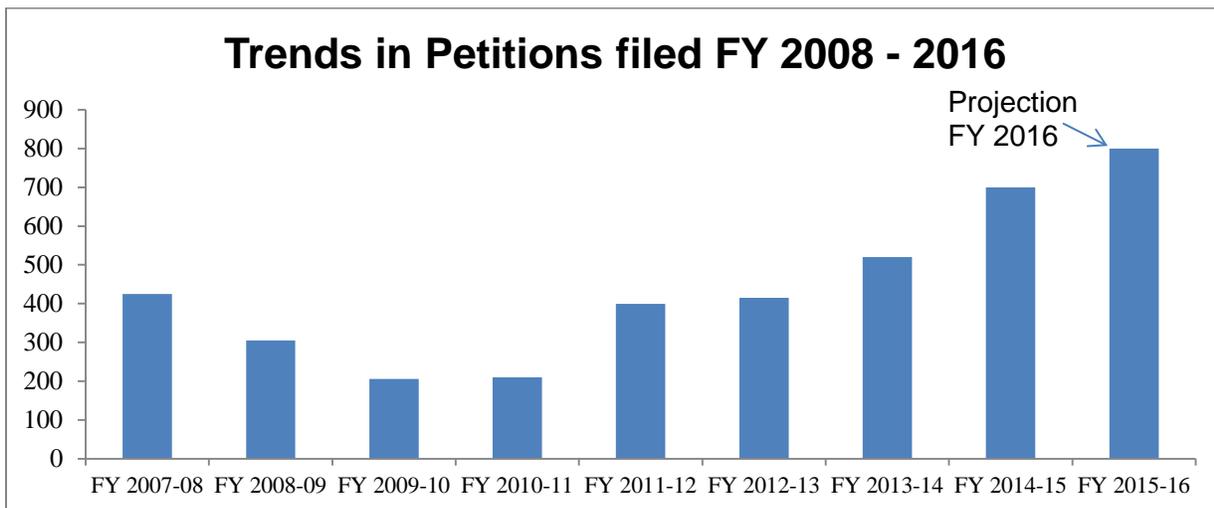
## Audit Results



### Finding 5: The increasing caseload has strained RAP resources; Management has not focused on efficient processes

Tenant petition filings have been increasing since FY2011. The current projection for petitions filed in FY2016 is nearly 820; this is a 264% increase from 5 years ago. This has added to the Hearing officers' workload, created a bottleneck so that it takes between 90 and 120 days to schedule a hearing.

It is important to note that since the City Council passed the 90 Day Moratorium on Rent Increases Ordinance,<sup>14</sup> effective April 5, 2016, the number of petitions has not significantly decreased.



Source: Rent Adjustment Program Annual Reports

<sup>14</sup> Oakland City Council Ordinance 13360, April 5, 2016.

## Audit Results

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### Recommendations:

Temporary staff should be hired to facilitate reducing the backlog. Management must determine the specific resource needs and work towards filling these positions, preferably with experienced personnel, so that minimal training is required.

Other recommendations for management are as follow:

- Review workflow processes for efficiencies and identify opportunities to leverage staff, limit document handling, and maximize consistent and secure file organization. Management should update policies and procedures accordingly.
- Determine appropriate staffing levels given the current and expected workload and prepare a budget for additional full time personnel expense. (See below, Finding 10).
- Implement a formal, routine quality assurance program to ensure conformance to set standards and compliance with the RAP Ordinance and regulations, and department and city procedures - a standard in legal practices. Such a program will identify errors timely and allow for prompt re-training of staff, avoiding time-consuming re-work and standardize the quality of work product.
- Hearing officers should not conduct onsite inspections of properties. They do not have the expertise to assess non-compliance with building codes or to identify unsafe living conditions. Rather, RAP should contract professional building inspector services in the Planning & Building Department to perform these site inspections, allowing Hearing Officers to devote their time to case file preparations.
- Management should work with the City Attorney to propose changes to the RAP Ordinance and regulations to eliminate inefficiencies that may be creating delays in adjudicating cases.

### Finding 6: The current case management system is not adequate

The current system that is used for tracking RAP cases is a Microsoft Access database which is no longer adequate to support the volume of petitions and cases submitted to the RAP. Standard practices include a regular reporting of workflow metrics that is not only useful for the public but can be used by management to better manage its staffing resources to resolve cases on a timely basis. For instance, the San Francisco Rent Board compiles caseload data and publishes a monthly statistics report that shows the number and types of petitions, arbitrations, and evictions.

### Recommendation:

RAP management should evaluate the type of system that would be most cost-effective given its workflow – one that will allow the department to track cases, store records electronically, reduce reliance on paper documents, and produce performance metrics and trend analyses that can be used to regularly report on RAP activities.

## Audit Results

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### **Finding 7: The RAP's public outreach program does not provide the education needed for tenants and landlords**

Housing is a basic need in any city – especially one where the majority of its residents are renters. Tenants need adequate and safe housing. Landlords need tenants to rent their properties. Both parties must build a mutual relationship so that the needs of both are met.

RAP currently relies on limited venues to ensure that stakeholders (both tenants and landlords) are aware of the RAP Ordinance and the rights and responsibilities of all parties. These have typically included workshops conducted by service providers and RAP staff and one-on-one consultations with tenants provided by non-profit agencies.

It is not evident that the dissemination of RAP information is broad and intended to reach both tenants and landlords. RAP management has stated that most of the funds for education and assistance have been directed to tenants. For example, Centro Legal de la Raza<sup>15</sup> uses city office space to provide services to tenants. No similar accommodations are provided to landlords or property owners. Contracts with the local American Bar Association, to provide landlord education were not successful, as few property owners attended or requested services.

In our discussions and meetings with tenants and landlords, both groups expressed their frustrations at the difficulty in obtaining information and direction to help them resolve their housing disputes.

Little or no technology has been implemented to disseminate critical information tenants and landlords need to better understand their rights, responsibilities, and obligations. The RAP website is not user-friendly, information is not easily retrieved, and in some instances confusing, so that landlords and tenants have difficulties understanding how to proceed to the next steps in the hearing or appeals process. Providing the public with needed information is a basic responsibility of government. Efficiencies are gained as common topics are explained in descriptive narratives and clear instructions. Staff may likely spend less time responding to frequently asked questions if information is consistently formatted in a useable and clear manner.

*"I had to learn it all the hard way, by scouring through the Ordinance and calling on other tenants to help me – I didn't know what I was doing..."*  
(Tenant)

*"I purchased this property 2 years ago. No one told me what to expect, what I was supposed to do as a landlord – if I had known, I would have done things differently..."*  
(Landlord)

### **Recommendations:**

Formulate a strategy to develop a public outreach communication plan. RAP management must first prepare a curriculum for this plan that is based on the current

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<sup>15</sup> <http://centrolegal.org/>

## Audit Results

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ordinance written in plain and easy-to-understand language that can be consistently communicated in all media. Incorporate innovative ideas to create a broad strategic communication and education plan.

### Goldman School recommendations

The City Auditor's Office coordinated a policy analysis project for the UC Berkeley Goldman School of Public Policy's Introduction to Policy Analysis class. These graduate students were tasked with identifying best practices in communication and outreach that could be adopted by Oakland's Rent Adjustment Program. Their conclusions were based on analysis of other local jurisdictions and agencies responsible for rent stabilization and oversight.

These are their recommendations, with which we concur, for RAP's public outreach communication plan. For more in-depth details, see Appendix A.

- Re-design the RAP website using webpage design best practices that include PDF fillable forms for online submission and links to critical information.
- Coordinate social media campaigns and other similar content for widespread education of the RAP (Facebook, Twitter and Instagram).
- Host information centers at City public events that attract residents and others to communicate RAP materials (e.g. First Fridays, Art & Soul, Sundays in the Redwoods, etc.) and at housing trade fairs and other industry functions.

Other practices should be considered in this public outreach strategy:

- Develop and distribute brochures, postcards and notices to libraries, city buildings, escrow offices and legal firms that include information on RAP.
- Include direct mail inserts with the annual business tax invoice informing recipients of links and references to RAP.

### **Finding 8: The meeting facilities for the Public Hearings are inadequate**

RAP hearings are public meetings as defined by the Brown Act,<sup>16</sup> which allow for public attendance. However, there are few city dedicated spaces set aside for these meetings, unlike other City Board and community gatherings.

Many RAP hearings are arranged to take place in conference rooms as they are available on various floors of city offices. Some of these rooms are located within staff work areas so that attendees must be directed through office workspace to the hearing meeting.

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<sup>16</sup> Brown Act - Government Code 54950-54963.

## Audit Results

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### Recommendations:

- Design a dedicated professional office space for hearings and other public business of RAP that is appropriate for the seriousness of the matters discussed. These spaces should be separate from staff work areas.
- Confirm that standard security measures for city offices used for public meetings are applied, including security cameras and locking doors to secure areas.

### **Finding 9: A comprehensive list is not available of properties which require fee assessment under the RAP or Just Cause ordinances**

The ordinances apply to residential rental properties built prior to 1983 and 1980 for RAP and Just Cause, respectively. RAP exempts single family rentals while Just Cause does not. Both exclude 3-unit rentals when one of the units is occupied by the owner and rooms rented in a single family home. Condominiums are exempt rental properties under RAP but are covered under Just Cause. There are other differences and similarities in the exemptions and applications of each ordinance. Owners pay the fee if the property conforms to the requirements of either ordinance.

Tenants are afforded certain protections when a property conforms to the specific requirements of either ordinance. RAP tenants are protected from excessive rent increases while Just Cause tenants are protected against certain evictions. The Rent Service Program Revenue is currently generated through a \$30 fee applied to residential rental units and paid by the property owner. It is assessed because the property is covered under either RAP or Just Cause.

The Department of Revenue (Revenue) does not have a comprehensive list of properties that must comply with the RAP or Just Cause Ordinances but is responsible for the program fee billing based on the taxpayer information in its central database. However, this system does not specify the properties to be assessed under either ordinance. Rather, Revenue submits an annual billing to all landlords registered in their business tax system, permitting taxpayers to 'opt out' of the fee.

It is uncertain how many residential rental units are covered by these ordinances. The City Administrator's May 5, 2016 report estimates 63,981 RAP rental units based on the County Assessor's report of multi-family units built before 1983 without a homeowner's exemption.<sup>17</sup> Just Cause units (built before 1980) are estimated at 87,404.

The \$2.1 million per year in budgeted revenues, by comparison, approximates 70,000 units assessed the annual \$30 Program fee per unit.

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<sup>17</sup> A homeowner's exemption is a filing with Alameda County, indicating the property is owned and occupied as the owner's principal place of residence and is not let out to rent or lease.

## Audit Results

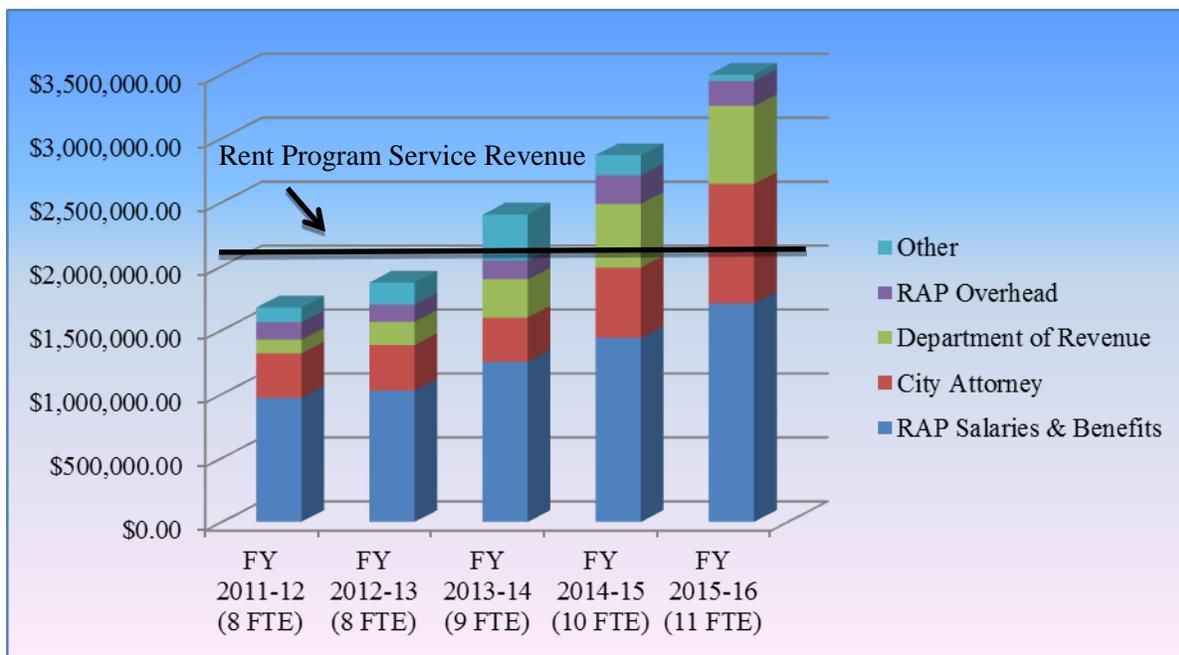
Given the absence of a systematic process that identifies and assesses the appropriate fees, Revenue management estimates that between 5 and 10 percent of taxpayers pay the Program fee when not required to do so, approximating more than \$200,000 in annual overpayments. Conversely, it is likely that owners of properties covered under Just Cause have not paid the annual fee.

### Recommendation:

The City Administrator should conduct an audit of the RAP and Just Cause assessments databases using the Alameda County Assessor's or other data sources to validate properties are appropriately assessed under the RAP or Just Cause Ordinances. Likewise, budgeted revenues should be revised to account for all valid assessments.

### Finding 10: The RAP budget does not adequately account for current financial operations

The current annual RAP budget is approximately \$2.1 million based on the Program fee of \$30 per unit per year. Collections were greater than the costs to administer the program in prior years, resulting in an accumulation of a reserve. This reserve was more than \$2.4 million at the end of FY 2012-13. Reserves have had to make up deficits beginning in FY 2013-14, where expenditures exceeded revenues.



## Audit Results

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Primary expenditure components include:

- Salaries & Benefits – Approximately 50% of program expenses are for staffing: Hearing Officers, Analysts, Administrative Assistants, and the Program Manager. Fringe benefits, medical benefits, and cost of living adjustments increased this category from \$969,000 in FY2011-12 to \$1.7 million, as projected for FY2015-16.
- City Attorney – Expenses related to the City Attorney’s office staffing Rent Board meetings and providing legal counsel to RAP staff, advising on proposed legislative changes, enforcement actions and reporting to City Council have comprised between 14% and 21% of total RAP expenditures over the past four years. These are projected to be more than 27% (\$933,000) of the FY2015-16 budget – an increase over the 4 year period of more than \$584,000. An additional one-time \$300,000 budget allocation was made in FY2014-15 and a paralegal position was added in the FY2015-16 budget to assist RAP staff in managing the increased caseload.
- Department of Revenue charges – Inter-department allocations for billing, noticing, and collecting the Program fee comprise this budget component. RAP staff prepared and processed the annual billings prior to this becoming a function of the Department of Revenue.
- RAP Overhead charges and other costs – These include office supplies and equipment, City Administrator staffing costs, facilities expenses, and other allocated costs.

### Recommendations:

Management should develop and monitor the RAP budget in detail, confirming that expenditures are accurate and allocations to the RAP budget are valid and add value to RAP operations and stakeholders. Management should perform the following steps:

- Confirm that efficiencies are in place in the department that will provide short- and long-term savings for the City, and that resource needs are thoughtfully considered so that urgent needs are met and longer term strategies can be accommodated. This is consistent with a budgetary review expected of all city department managers.
- Use financial planning tools such as trends and statistics and economic forecasts to anticipate and estimate how changes in the housing market will impact RAP so that they can respond appropriately to fluctuations in the markets.
- Develop a policy for reserves management (Program fees collected in excess of expenditures) outlining the disposition of these funds including taxpayer refunds, program enhancements, or funding future investments in RAP systems and operations.
- Develop a Capital Investment plan to identify necessary significant investments that will reduce costs over the long term. Long-term planning for these ensures

## Audit Results

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funds are available at the projected acquisition date. The City Administrator should determine if the RAP Ordinance should be amended to provide funding for capital costs.

Our recommendations focused on the immediate need to address the increased petition and hearing volume; reduce the backlog of cases; adopt process efficiencies and cost-savings measures through the use of newer technologies; and redefine its public outreach program.

We have proposed expense ranges below that management may consider in developing its budget and Program fee structure – weighing the investment against the future benefits. These cost estimates are based on inquiries, reviews and comparisons; to determine costing structures of similar programs, applications and compensation packages. Actuals could be more or less than these figures.

- Hire temporary staffing – Management should hire temporary staff so that petitions and cases can be addressed promptly to minimize delays in their resolution. The annual cost is estimated at \$200,000.
- Increased permanent staffing – RAP management wants to increase staffing initially by 3 full-time staff given the increase in workload volume. We estimate this to be approximately \$400,000 per year.<sup>18</sup>
- Planning & Building Inspector – Allocating one-half FTE for an Inspector to conduct property inspections needed to gather evidence for Petition Hearings is estimated to cost \$70,000 per year.
- Maximizing technology – Gain efficiencies and enhance public outreach so that tenants and landlords can readily access documents, forms and other materials, reducing the need for staff to be the primary source of RAP data and information.
  - Acquiring and implementing an automated case management system that will increase efficiencies in workflow and caseload is estimated to cost \$100,000 initially, with annual licensing and maintenance fees of \$25,000.
  - Upgrading the RAP website and incorporating other social media into the RAP communication and is estimated to cost \$50,000; annual maintenance costs are estimated to be \$8,000.
- Other costs include additional educational materials and improvements to the RAP offices, so that space is made available for hearings, workshops, clinics, and other sessions for both tenants and landlords. This cost is estimated to be \$365,000.

### **Analysis of Rent Program Service Fee**

The Program Service Revenues may not be a valid forecast of future revenues as noted earlier. We used a base number of RAP units of 70,000, as a conservative estimate, to

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<sup>18</sup> Program Analyst I, Administrative Assistant I, and Hearing Officer.

## Audit Results

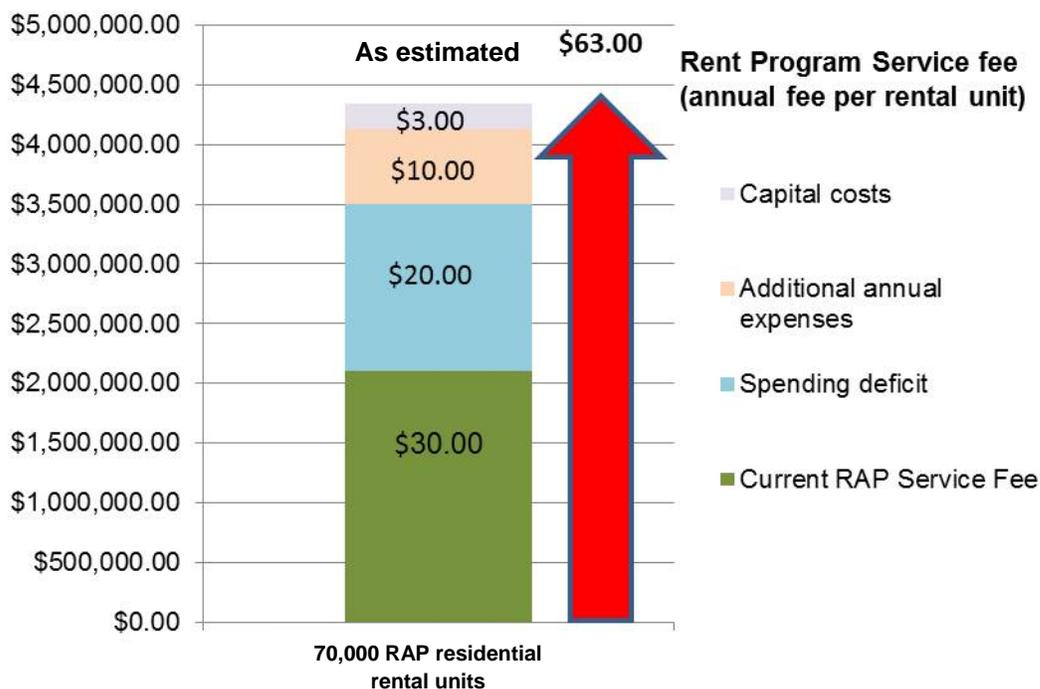
determine the required Program fee to sustain the RAP program and to fund future improvements.

The current annual Program fee is \$30 per unit. This generates approximately \$2.1 million in revenues, which is not sufficient to cover annual operating expenses of \$3.5 million. As the number of units covered under the RAP and Just Cause ordinances is in question, we assumed a population of 70,000 RAP rental units. Our recommended fee increase calculation is as follows:

- \$20 per unit to make up for the spending deficit for RAP operations;
- \$10 per unit to adopt the practices from the audit report recommendations;
- \$3 per unit to fund a reserve that can be used for capital investments, such as technological implementations and upgrades as well as unforeseen events.

The Program fee should be increased from the current \$30 per unit to between \$63 and \$70.

**Recommendation:** City Auditor recommends that management perform their independent analysis based on a revised and accurate count of residential rental units covered under RAP and Just Cause. It should consider all relevant costs and future expenditures to establish a Program fee structure that will adequately fund current RAP operations and anticipated investments and contingencies. Management must also regularly review the Program fee, at least annually, to confirm that revenues are adequate to cover RAP operations costs.



# Statement of Compliance, Scope, Objectives & Methodology

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## Statement of Compliance with Government Auditing Standards

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

## Audit Scope and Objectives

The scope of our project covered fiscal years 2014-2015 and 2015-2016. Our objective was to ensure the Rent Adjustment Program is meeting its mission and goals—to administer the Rent Adjustment Ordinance that promotes relief to residential residents through the limitations of rent increases while fostering investment in residential rental housing properties.

## Methodology

In conducting the audit, we:

- Performed walk-throughs with rent adjustment personnel
- Interviewed rent board members, tenant and landlord representatives
- Reviewed rent adjustment policies and ordinances
- Reviewed the rent adjustment program manual
- Reviewed case files to ensure compliance with policies and procedures and fairness in decision making
- Attended Rent Board meetings
- Coordinated a policy analysis project for the Goldman School's Introduction to Policy Analysis class, identifying best practices in communication and outreach that could be adopted by Oakland's Rent Adjustment Program.

## Appendix A

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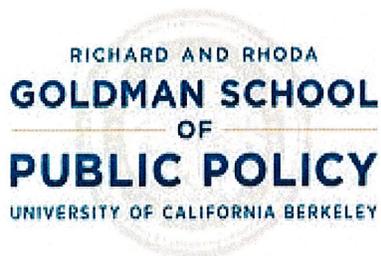
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# **Oakland City Auditor**

## **A Best Practices Analysis of Municipal Landlord & Tenant Education and Outreach**

**Christian Arana, Kevin Howard, and Adithi Vellore**



## **Acknowledgements**

We would like to thank Oakland City Auditor, Brenda Roberts, for her steadfast support, encouragement and positive attitude throughout this project. As an elected official tasked with protecting taxpayers from waste, fraud and mismanagement by ensuring responsible, transparent financial practices, our efforts to improve landlord and tenant education and outreach in Oakland gained much from her tremendous passion to deliver effective governance to the city's residents.

We would also like to thank the City Auditor's staff, and in particular, Mark Carnes, Performance Auditor in the City Auditor's office. Mr. Carnes' facilitation of key resources and data proved crucial in helping us arrive at concrete recommendations in improving landlord and tenant resources in the City of Oakland.

Finally, we would like to thank our advisor, Amy Lerman, for her terrific guidance and input on this project.

# Best Practice Analysis: Landlord & Tenant Education and Outreach

## Executive Summary

### UC Berkeley – Goldman School of Public Policy – Introduction to Policy Analysis

Policy consulting services are offered pro-bono each spring to public sector agencies and non-governmental organizations as part of the graduate workshop class, Introduction to Policy Analysis (IPA). Graduate students work in small teams under faculty supervision to offer analysis and recommendations for complex policy problems and opportunities facing public and non-profit agencies. Student teams identify and weigh policy options, generate analysis and recommendations that they present to the client in oral and written reports.

Our team assignment was to evaluate Oakland's Rent Adjustment Program (Oakland RAP or RAP) public outreach and education. The objectives were to determine whether these include best practices so that information is broadly disseminated to the stakeholders (tenants, landlords, associations supporting these groups and other concerned citizens); that tenants and landlords have the critical information required to act; and that these communication plans promote and support the efficient operations of government.

Our research identified educational programs and applications in other benchmark cities – San Francisco, San Leandro, and Berkeley, and our recommendations are based on these practices.

### Key Findings:

The following Best Practices were identified at other Municipalities.

- 1. Organizational & Procedural Transparency.** Municipalities provide sufficient information on rent programs so that tenants and landlords fully comprehend their rights and responsibilities, with clear directives to navigate through the process to resolve disputes.
- 2. Clear & Consolidated Web Resources.** Internet-based (web) resources that are easy to read and accessible to users have become crucial in the effort of government agencies to provide clear and transparent resources and education to stakeholders.
- 3. Social Media Presence & Programming.** These tools can have a powerful effect in disseminating essential information and this usage has increased across all age groups.
- 4. Workshops & Seminars.** Hosting such events allows property owners and managers to learn about the complex legal and procedural aspects of being a landlord, and tenants to have a clear understanding of the rights and protections afforded them.
- 5. Collaboration with other Agencies.** Collaborative partnerships offer new, shared means of outreach and education for landlords and tenants to receive critical information.

# Best Practice Analysis: Landlord & Tenant Education and Outreach

## Overview of Best Practices - Case Studies

Education programs and tools used by other municipalities were used as benchmarks to establish standards and best practices for Oakland RAP. We analyzed best practices for San Francisco, San Leandro, and Berkeley, which are facing similar rental housing pressures. The following sections describe each of these municipalities' rent board services.

### Rent Adjustment Program Comparisons by Municipality

Type of Service	Berkeley	Oakland	San Francisco	San Leandro <sup>1</sup>
Rent Program Fee	\$213	\$30	\$37	\$0
Rent Increase Petitions	Landlord-Based	Tenant-Based	Landlord-Based	Tenant-Based
Website	X	X	X	X
Workshops/Seminars	X	X		X
Social Media Presence	X		X	X
Counseling	X	X	X	X
Community Events	X	X	X	X

### San Francisco Rent Board

This Board became effective on June 13, 1979 as a result of the San Francisco Rent Ordinance to address the housing crisis occurring in the city at the time<sup>2</sup>. Its authority is three-fold: (1) "to promulgate rules and regulations to effectuate the purposes of the Rent Ordinance," (2) "to hire staff, including administrative law judges," and (3) "to conduct rental arbitration hearings, mediations and investigatory hearings on Reports of Alleged Wrongful Eviction."

It has taken a strong lead in providing information in a way that all stakeholders can understand. Examples, all of which are available in digital format and are easily printed, include the following:

- Overview of Rent Board services – what we do and what we don't do
- Form center with digitally fillable forms
- Cross-indexed popular topics and most requested documents
- Board Meeting Agendas, meeting minutes and audio and video archives
- Monthly and annual workload statistics
- Stand-alone website, distinct from other offices of the city government
- A toolbar at the top of the page featuring the most important topics
- Accessibility features for non-English speakers to translate the site into Mandarin or Spanish
- Buttons to turn the site into text only and other ADA compliant formats

<sup>1</sup> San Leandro's landlord services are contracted out to the Eden Council for Hope and Opportunity, a nonprofit organization that works on housing/rental issues in the East Bay.

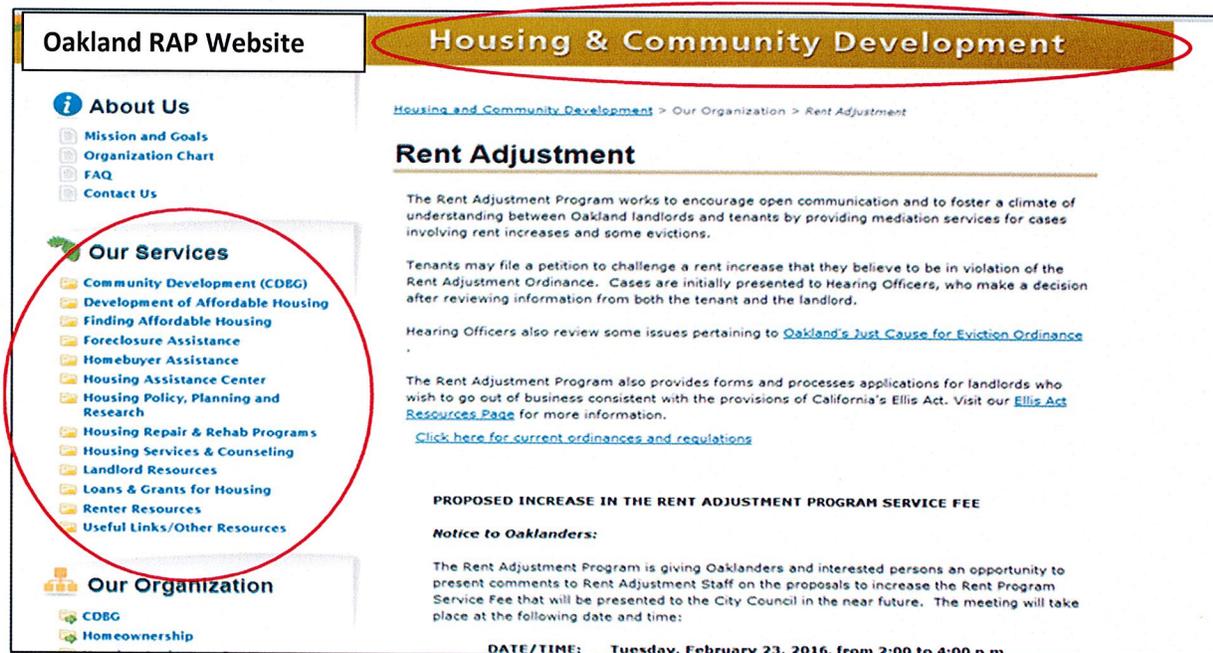
<sup>2</sup> San Francisco Rent Board, "The Mission of the Rent Board," <http://sfrb.org/mission-rent-board>

# Best Practice Analysis: Landlord & Tenant Education and Outreach



The San Francisco Board also uses Twitter to broadcast key information concerning rental housing in the city. These tweets have included links to rent board meeting minutes and rent increase petitions for utility pass-throughs and capital improvements.

We noted that Oakland's Rent Adjustment Program information is housed under the broader banner of "Housing & Community Development." This site mapping buries critical information as evidenced in the following screens below with features of interest noted.



# Best Practice Analysis: Landlord & Tenant Education and Outreach

## Berkeley Rent Stabilization Board

This Board was founded in 1980 as a result of the Rent Stabilization and Eviction for Good Cause Ordinance<sup>3</sup>, the mission of which is to “regulate residential rent increases... and to protect against unwarranted rent increases and evictions and to provide a fair return to property owners.”

Their website has several prominent features with regard to their support of landlord and tenant information access and education:

- **Rent Adjustment Calculator** for landlords to determine how much they are legally allowed to raise the rent. (1.5% CPI for 2016)
- **Email Lists** Landlords and tenants can choose to receive emails regarding workshops, seminars, and registration announcements.
- **Rent Ceiling Confirmation** Both landlords and tenants can check to see if their property must comply with the Berkeley Rent Board requirements.
- **Frequently Asked Questions (FAQ) page** with common questions from tenants and landlords.



The Berkeley Board uses Facebook to host information pertaining to rental housing and publicizes the date, time, and topics of discussion for the next Rent Board meeting. A link to the Facebook page is posted on its website.

All workshops and seminars are also advertised with direct links to registration pages, offering users immediate access to important educational resources and a reliable pipeline for user attendance at these events.

<sup>3</sup> Berkeley Rent Stabilization Board, “About the City of Berkeley Rent Stabilization Board and Program,” [http://www.ci.berkeley.ca.us/Rent\\_Stabilization\\_Board/Department\\_Master\\_and\\_Collections/TEMP\\_-\\_About\\_Us\\_and\\_Contact\\_Us/Rent\\_Board\\_-\\_About\\_Us.aspx](http://www.ci.berkeley.ca.us/Rent_Stabilization_Board/Department_Master_and_Collections/TEMP_-_About_Us_and_Contact_Us/Rent_Board_-_About_Us.aspx)

## Best Practice Analysis: Landlord & Tenant Education and Outreach

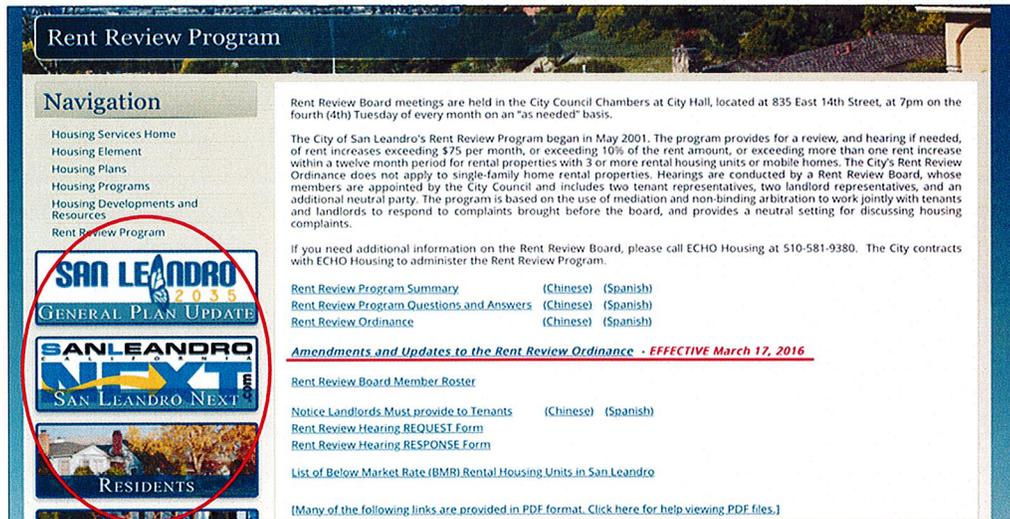
The Berkeley Board is landlord based but sponsors and promotes its outreach to both landlords and tenants through its free workshops and seminars that are conveniently located at public libraries and/or the Rent Board offices and cover a wide range of topics. They are listed on the homepage of the Rent Board website and are posted on Facebook and promoted through the list-serve that landlords and tenants can opt-in to receive.

Outreach includes partnering with community festivals to inform landlords and tenants about services. The Board has been represented at annual community events over the last several years, such as the Solano Avenue Stroll, the Juneteenth Festival, and Sunday Streets. The Board has the opportunity to connect with thousands of people who both own and lease rental property by participating in these events,

### San Leandro Rent Review Program

This began in May 2001 as a way to provide the city's tenants and landlords a forum to review and settle rent disputes<sup>4</sup>.

The program maintains a clear, consolidated, easy to use website for landlords and tenants and includes block text, short lists of relevant web links and bold, colorful typeface to draw the reader's attention to important changes to the local rental ordinance. It also uses the City of San Leandro's social media accounts including Facebook and Twitter to announce important messages.



<sup>4</sup> City of San Leandro, "Rent Review Program," <http://www.sanleandro.org/depts/cd/housing/rentreview/default.asp>

## **Best Practice Analysis: Landlord & Tenant Education and Outreach**

### **Recommendations for the Oakland RAP**

#### **Organizational & Procedural Transparency**

- ✓ Develop clear messaging that includes a short fact sheet about the mission and role of RAP – what it does and does not do, and a clearly worded summary of the RAP Ordinance and Regulations.
- ✓ Create a frequently asked questions (FAQ) section answering common questions from tenants and landlords, using specific content that could be applicable to similar situations.
- ✓ Offer simplified, streamlined explanations of allowable rent increases, with citations of the rental ordinance.
- ✓ Track and report the monthly and annual workload statistics for the Oakland RAP program.

#### **Clear & Consolidated Web Resources**

- ✓ Restructure the website to include reader-friendly features such as 'white-space' and updated webpage layout, to avoid scrolling through the page to find relevant links; text-only or audio-now formatting; Spanish- and Mandarin-language resources; and use of sparse, large-point, easy-to-read sans serif fonts where block text is required.
- ✓ Provide access to major links in a simple toolbar that runs along the top of the webpage. Offer secondary links or connections to other relevant resources in a separate sidebar.
- ✓ Develop a "Frequently Requested Forms" link that directs users to the most important documents (e.g., rent increase notice, petition filing evidence gathering).
- ✓ Make all forms required by landlords and tenants at any stage of the rental resolution process digital, fillable PDF documents that can be completed and submitted online while maintaining the current paper process through the US mail for those parties that do not have online access.

#### **Social Media Presence & Programming**

- ✓ Develop a presence on sites like Facebook and Twitter as a means of enhancing outreach, education, and visibility of the Oakland RAP.
- ✓ Coordinate with the existing social media presence of other Oakland City government administrations—who have established a following—to direct traffic to RAP social media outlets.
- ✓ Cross-index or link to RAP resources across all platforms. Oakland RAP social media should link to the RAP web page and other social media outlets, and vice versa.
- ✓ Use social media platforms to issue landlords and tenants regular reminders about important deadlines for administrative purposes, notifications about critical changes to rental ordinance, or updates about important local news pertinent to rent adjustment regulations and services.
- ✓ Generate YouTube or Vimeo video tutorials to help users navigate the RAP website.

## **Best Practice Analysis: Landlord & Tenant Education and Outreach**

### **Workshops & Seminars**

One of the most important ways the case study municipalities have educated and reached landlords is through the use of community-based workshops and seminars. Hosting such events allows landlords and tenants to ask specific questions and seek personalized consultation from RAP staff and partners.

- ✓ Although Oakland RAP currently holds workshops and presentations, we recommend furthering the program - scheduling regular, well-publicized events at public meeting sites in various parts of the City, such as libraries or City Hall. These should be available to all stakeholders, landlords and tenants alike.

### **Collaboration with other Agencies**

Collaborative partnerships between the local rent adjustment program and other community agency stakeholders is an education and outreach best practice identified in San Francisco, San Leandro, and Berkeley.

Rental services are mostly targeted to tenants in the Bay Area. There are multitudes of tenant-centric services such as the East Bay Community Law Center and Centro Legal De La Raza, as well as many private law firms that offer pro bono and paid legal services. Property owners and managers, by contrast, often only have paid member access to singular property owners' associations or advocacy bodies, such as the East Bay Rental Housing Association. As a result, Oakland landlords are often left out of creative inter-organizational partnerships intended to address the local housing crisis.

- ✓ Establish Oakland RAP presence at community events, such as Oakland First Fridays and the Oakland Pride Festival.
- ✓ Solicit partnerships with organizations well versed in housing advocacy and landlord education services to develop new landlord and tenant education programming.

# City Administrator's Response

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CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612

Office of the City Administrator  
Sabrina B. Landreth  
City Administrator

June 24, 2016

(510) 238-3302  
FAX (510) 238-2223  
TDD (510) 238-2007

The Honorable Brenda Roberts  
Oakland City Auditor  
1 Frank Ogawa Plaza, 4<sup>th</sup> Floor  
Oakland, CA 94612

RE: Performance Audit of the City of Oakland Rent Adjustment Program

Dear City Auditor Roberts:

The Administration and the Housing & Community Development Department (Department) welcome audits to improve efficiency, effectiveness and the safeguarding of taxpayer dollars.

The Rent Adjustment Ordinance was adopted more than 30 years ago to provide stable housing and support to Oakland tenants. In the past several years, residential rent has increased to levels that has caused many Oaklanders to no longer be able afford to live in our City.

This audit brings to light areas in need of improvement which will help the Rent Adjustment Program function as a service to both tenants and landlords in the resolution of housing disputes.

In the interest of communicating the message of this audit timely, we urge you to issue this report without my formal response at this time. We acknowledge that certain recommendations in your report are a part of a long-term strategy and may take some time to implement. Other changes may have already been initiated and action plans are underway. My office will work with the Department to formulate responses and to identify the status of each of the recommendations in this audit report within the next 45 to 60 days.

I look forward to working with you in continuing to target key areas that could result in improvements to the Rent Adjustment Program in order to better serve the Oakland community.

Sincerely,

Sabrina B. Landreth  
City Administrator

cc: Michele Byrd, Director Housing & Community Development  
Margaret O'Brien, Interim Revenue & Tax Administrator, Revenue Management Bureau



Oakland's current IT infrastructure framework consists of the elements described in the table below. While it might be useful or even preferable if the Respondent's system utilized or supported the elements of the current infrastructure, Oakland does not absolutely require adherence to the current framework *as long as* Respondent provides a compelling suggestion for an alternative(s) to any of the specific technologies currently being used (e.g., Oakland would entertain switching to SSRS from Crystal Reports if the Respondent makes a strong enough case for why such a switch would be functionally beneficial as well as cost effective).

<b>Domain</b>	<b>Architecture Category</b>	<b>Functional or Technology Category</b>	<b>Current Technology</b>
End User	Presentation	Reporting	Crystal Reports, SSRS, Power BI
End User	Presentation	Browser	Microsoft Internet Explorer 10
End User	Presentation	GUI	Microsoft Windows App's
End User	Collaboration	Content Management	SharePoint
End User	Desktop Applications	Office Applications	Microsoft Office 365 in the Cloud
Application	Development and Deployment	IDE - Integrated Development Environment	Microsoft Visual Studio 2010
Application	Development and Deployment	Web Development Framework	Microsoft .NET 3.5 SP1 and 4
Application	Development and Deployment	Application Testing Tools	Microsoft Team Foundation Server (TFS)
Information	Enterprise Data	Database Product and Platform	Oracle, Microsoft SQL Server
Information	Enterprise Data	Email	Microsoft Office 365
Information	Enterprise Application	Geospatial Software Standard	Esri ArcGIS Server v10.2
Information	Enterprise Application	Geospatial Software Standard	Esri ArcGIS Desktop v10.2
Integration	Messaging and Transport	Message Oriented Middleware	SOAP
Integration	Messaging and Transport	Message Oriented Middleware	https
Integration	Service and Application	Service Integration/Orchestration	Microsoft SSIS
Integration	Service and Application	Information Exchange Standard	XML
Integration	Service and Application	Federal Exchange Standard	NIEM v3.0
Integration	Business Service	SOA	Web Services (secure for PD)
Project Management	Governance	Project Management Tracking	Microsoft Project 2013

<b>Domain</b>	<b>Architecture Category</b>	<b>Functional or Technology Category</b>	<b>Current Technology</b>
Project Management	Governance	Project Methodology	Project Management Institute (PMI) -- PMBOK 4.0
Network	Network and Communication Infrastructure	Firewall	Juniper
Network	Network and Communication Infrastructure	Switch and Router Hardware	Cisco
Network	Network and Communication Infrastructure	Router and Switch Technology	TCP/IP and UDP
Network	Network and Communication Infrastructure	Encryption and IP Extension	SSL
Network	Network and Communication Infrastructure	Wireless LAN	802.11n
Network	Network and Communication Infrastructure	Wireless LAN	https/SSL/IPsec
Platform	Server and OS Infrastructure	Standalone Server Hardware	HP
Platform	Server and OS Infrastructure	Rack and Blade Hardware	HP
Platform	Server and OS Infrastructure	Server Operating System	Microsoft Windows (Standard, Enterprise and Data Center Editions)
Platform	Server and OS Infrastructure	Virtualization	VMWare 5.0
Platform	Server and OS Infrastructure	Storage Area Network (SAN)	HP 3PAR, MSA
Platform	Server and OS Infrastructure	Backup and Restore	CommVault
Platform	Mobile and OS Infrastructure	Laptop Hardware	Lenovo, Panasonic Toughbook
Platform	Mobile and OS Infrastructure	Laptop Operating System	Microsoft Windows 7 32/64-bit
Platform	Workstation and OS Infrastructure	Workstation Hardware	HP

<b>Domain</b>	<b>Architecture Category</b>	<b>Functional or Technology Category</b>	<b>Current Technology</b>
Platform	Workstation and OS Infrastructure	Workstation Operating System	Microsoft Windows 7 32/64-bit
Platform	Printer	LAN/WAN	IP-Based
Platform	Printer	Printer Protocol and Formats	HP Deskjet and HP LaserJet
Security	Security Infrastructure	Directory, Meta-Directory and Virtual Directory	Microsoft Active Directory
Security	Security Infrastructure	Anti-Virus	TrendMicro AV
Security	Security Infrastructure	CJIS Security Model	CJIS Security Policy 5.33
System Management	Operations Support and Monitoring	Helpdesk	Salesforce – RemedyForce
System Management	Operations Support and Monitoring	Workstation Patch/Upgrade Management	Active Directory with an msi for the software
System Management	Operations Support and Monitoring	Mobile Patch/Upgrade Management (MDM)	SAP AFARIA

**Figure 1: Technology Framework**

The City must insure that the source code for the installed systems is available in the event it becomes necessary for the City to take over the support of the system. To achieve this, the Respondent shall provide source code and source code documentation on all software except commercially provided software, e.g. MS-Word, Microsoft Excel, etc.

After the installation and acceptance of the systems, whenever the Respondent provides software updates to their system they must provide the new source code to match the installed system.

The City will require the Respondent to escrow the source code in electronic format as a part of contract negotiations.

## 2 IMPLEMENTATION REQUIREMENTS

### 2.1 OVERVIEW

Implementation (or transition) requirements are those necessary to move the organization from their as-is state to the new, to-be state.

Vendors are required to present their concept of the project approach and organization for implementation of their solution with respect to:

- what must be done with people, process, and technology before the organization can move from the as-is to the to-be;
- awareness-building and training for the new way employees must work (process), including an outline of the differences from current to new; and
- change, archive or restructuring of data and information from their original structures or locations into their new data homes.

What is presented below is not purported to be an exhaustive list of requirements. The vendor must provide a comprehensive list of **all** implementation (transition) tasks specific to their proposed solution.

### 2.2 TRAINING

All members of each department who will be using the systems must be trained on all the applications that pertain to their job function.

Oakland requires a mix of Train-the-Trainer and Respondent supplied training.

Oakland requires that the Respondent develop training plans that include change management to address the difficulties with making the transition from the old to the new system.

Oakland requires that the new RAP Application include an online training system (tutorials) that provides for future training of new employees as well as follow-on training for existing staff. The online training should include videos by module and function that are easily accessible through a directory to make section and viewing easy for the trainee.

Oakland also requires all quick guides and manuals be available in electronic format.

All tutorials, documentation, and training databases shall be kept up-to-date with the current software version.

A required element of training plan must include post go-live training refresher and Q&A sessions since it is only when the system has been used in a production environment for a

sufficient period of time that users even begin to develop an appreciation for what they don't know and/or need clarification on.

Detail the nature of the Training, materials, schedules, syllabuses, handouts and other training-related material to be provided.

Training must be conducted at a City of Oakland facility.

Detail the resources you need from the City of Oakland including the number of workstations, classrooms, etc.

Please include an outline of your recommended on-going user training. Ongoing training may include classes, annual conferences, user groups, certifications, and other measures you recommend, or require, for users of your system.

The Vendor must describe its overall approach to providing the City of Oakland with a comprehensive set of user, system, and management documentation.

The City of Oakland prefers both online, or otherwise electronic documentation, and hard-copy documentation volumes. The online documentation must describe the components, functions, and operations of each function.

Operations descriptions must include a list and description of all error conditions, and for each error condition, the associated error message that is displayed and the action required of the operator.

Additionally, the City of Oakland expects that online documentation must be maintained and updated throughout the life of the system to reflect hardware/software version updates and modifications. Describe how this is to be accomplished.

### 2.3 STANDARDS OF PERFORMANCE & ACCEPTANCE:

This section establishes a standard of performance, which must be met before Oakland accepts the system. Note: Oakland will retain 20% of the total cost until system acceptance.

The performance period shall begin when the Respondent notifies Oakland that they have completed their testing and will continue for a period of thirty- (30) consecutive calendar days to determine if the system performs as follows:

1. In accordance with the manufacturers published specifications, including without limitations all applicable run times and response times as noted in your response to System Performance.
2. Oakland's functional requirements and routine business transactions.

To accomplish this, Oakland with the assistance of Respondent when necessary/requested, will prepare scripts for this test. These scripts will mirror the day-to-day activity within each job function to assure that all functions, features, modifications, etc. perform.

In the event the system fails to meet the standard of performance during the initial thirty- (30) consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of thirty- (30) consecutive days.

If the system fails to meet the standard of performance after ninety- (90) calendar days, Oakland may elect one of the following and so notify Respondent in writing of such election:

- A. Oakland may allow the Respondent additional time to correct the problem(s).
- B. Oakland may terminate the license agreement and request the removal of the software with no charges or penalties and all monies paid will be returned to Oakland.
- C. Oakland may demand, and Respondent agrees, to install a direct replacement of the software or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.
- D. Oakland may demand, and Respondent agrees to install, additional software or hardware as necessary to correct the failure. Such additional software shall be added at no cost to Oakland and shall be subject to acceptance as provided in this section.

The system shall not be accepted nor shall any obligation for final payment exist unless and until the foregoing standard of performance is met.

## 2.4 IMPLEMENTATION

To ensure appropriate testing, Oakland requires the Respondent to provide comprehensive Test Plans and Test Procedures.

The Respondent's approach to implementation must include a clear statement of implementation roles and responsibilities – for both the Respondent's team and for the Oakland team - must be agreed prior to the start of implementation.

The Respondent's approach to implementation must include the sharing of the overall project plan – in both hardcopy and electronic format (e.g., Microsoft Project file)

Oakland requires that the proposed application software be the Respondent's most current version.

Licenses must also be provided by the Respondent for all infrastructure components (e.g., OS licenses, database server licenses, etc. Respondent must list each item in the pricing spreadsheet accompanying this RFP.

Please describe, in detail, what equipment, devices, and software is needed to support your proposed solution. All proposals must be designed as a stand-alone configuration and have all equipment and databases installed at the City of Oakland ITD identified locations. This section must contain items such as, but not limited to, estimated SAN disk space, minimum

requirements of RAP application equipment and proposed server, software, performance expectations, standards, protocols, security, and in general, a thorough discussion and component list. Diagrams and tables are required.

Please describe what preparations the City of Oakland must complete before Design Phase is initiated. Preparations may include, but are not limited to, environmental, data communications, testing, and/or other tasks. In this section will be your systems required environment, needed server(s), networking, and minimum specifications for the server(s) and workstations.

Please list what resources you will expect the City of Oakland to provide. Resources are to include, but are not limited to, full and part-time City of Oakland staff, access to areas and information, equipment, office space, and other needs that you require the City of Oakland to fulfill.

### 3 SUPPORT AND MAINTENANCE REQUIREMENTS

After system acceptance and warranty expiration, the Respondent shall provide support and maintenance for all software and hardware proposed and implemented in this project. Various City personnel may be available to fulfill limited administrative functions, but their responsibilities will be limited to routine maintenance as mutually agreed by the Respondent and Oakland. We assume this would include functions such as adding users, code table maintenance, adding agency units, etc.

Respondents must include pricing for support/maintenance on a 24 X 7 X 365 basis inclusive of remote diagnostics and all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times. Please refer to Section 6 (Response to Requirements) for instructions on how to respond to these requirements.