



CITY OF OAKLAND

TO

**ENGAGE A STATE LOBBYIST
FOR THE CITY OF OAKLAND**

SEPTEMBER 2008

TABLE OF CONTENTS

I.	Introduction.....	2
II.	Project Description.....	2
III.	Scope of Services	2
IV.	The Proposal.....	3
V.	Evaluation Process.....	13
VI.	Selection Process.....	14

Attachments

Attachment A	Local and Small Local Business Enterprise Program
Attachment B	Living Wage Ordinance
Attachment C	Sample Professional Service Agreement
Attachment D	Insurance Requirements
Attachment E	Equal Benefits Ordinance
Attachment F	Prompt Payment Ordinance

Exhibits

Exhibit C-1	Declaration of Compliance with Americans with Disabilities Act
Exhibit D	Ownership, Ethnicity and Gender of Prime and Employees
Exhibit E	Project Consultant Team
Exhibit F	Local and Small Local Business Enterprise Exit Report and Affidavit
Exhibit G	Progress Payment Form
Exhibit L-1	Consultant Performance Evaluation Schedule L-1
Exhibit M	Independent Consultant Questionnaire – Part A
Exhibit N	Declaration of Compliance Living Wage Ordinance
Exhibit N-1	Equal Benefits Declaration of Non-Discrimination
Exhibit O	Campaign Contribution Limits
Exhibit P	Nuclear Free Zone Disclosure
Exhibit U	Compliance Commitment Agreement
Exhibit V	Affidavit of Non-Disciplinary or Investigatory Action
Other Forms	-Prompt Payment Invoice Transmittal Form
	-Affidavit Reporting Subcontractor Payments Form
	-Prompt Payment Complaint & Investigation Form

I. INTRODUCTION

The City's Adopted Budget for the 2005-2007 fiscal years contains over \$150 million of revenue obtained from the State government, providing essential resources in the areas of housing, parks and recreation, transportation, police, the arts, environment and many others. The array of funding sources contained in the budget reflects the diversity of the City's resources, as well as a continued effort to maximize opportunities from grants and special revenue sources. As such, it is imperative that the City establish an aggressive, substantial presence in Sacramento, CA, as we strive to craft significant relationships with the Office of the Governor, State Legislature and State Agencies, market the City of Oakland as a viable and vital municipal center and bring even more funding opportunities to the city.

II. PROJECT DESCRIPTION

The expertise of an experienced and knowledgeable Consultant (Contractor) is sought to assist the City of Oakland by providing State legislative services for the City of Oakland, California. The Consultant should be an individual or group with proven experience and accomplishments in the field of State resources acquisition and shaping State legislative proposals, with a proven knowledge of the City of Oakland and the problems and needs of an urban city. The Consultant should have experience working with the State Legislators and their staffs representing Oakland Bay Area and throughout California, Office of the Governor and the State agencies.

Proposed cost of service is to be provided.

III. SCOPE OF SERVICES

The specific purpose of the agreement and deliverables are to:

1. Collaborate with the City of Oakland to prepare an annual funding and advocacy plan.
2. Prepare necessary paperwork for, advocate for and obtain funding for projects approved by the Mayor.
3. Advocate for the City of Oakland's policy positions to key State Legislators, Governor's Office and State agencies.
4. Analyze legislative language for impact on the City of Oakland.

The City of Oakland's Mayor and staff will augment the Consultant's work by regularly communicating with Congressional Members and staff and committee staff in Sacramento, CA and in the State

IV. THE PROPOSAL

A. General Information

1. **A pre-proposal conference is scheduled for Monday, October 6, 2008, 10 AM at 1 Frank H. Ogawa Plaza, 1st Floor, Hearing Room 3, Oakland, California.** For firms planning to submit a proposal, but are unable to attend the pre-proposal conference, it is recommended that those firms contact Department of Contracting & Purchasing, Social Equity Division at (510) 238-3970 to review the City's LBE/SLBE program. The pre-proposal conference will cover the following items:
 - a. Project information
 - b. The City's Local Business Enterprise (LBE) and Small Local Business Enterprise (SLBE) program
 - c. The City's Living Wage Ordinance.
 - d. The City's Equal Benefits Ordinance
 - e. State Labor Code's Prevailing Wage requirement for some job classifications
 - f. Proposal submittal requirements
 - g. Questions by attendees
2. **Project Manager Name, VaShone Huff, Mayor's Office of Intergovernmental Affairs, Project Manager**
3. The firm selected for this project shall obtain or provide proof of having a current City of Oakland Business License.
4. **"Attachment A"**, The City's Local and Small Local Business Enterprise Program
The Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified Local Business Enterprise / Small Local Business Enterprise (LBE/SLBE) in the City's design contracts. There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at one hundred thousand dollars (\$50,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business may meet the twenty percent requirement. The City of Oakland's Department of Contracting and Purchasing, Social Equity Division , must certify a business in order to earn credit toward meeting the twenty percent requirement. A good faith effort is not required in light of the twenty percent local business participation requirement.

The consultant should not take the requirement lightly, since it will weigh in evaluating proposals and in the final consultant selection process.

For definition of Certified LBE/SLBE, see Local and Small Local Business Enterprise Program, Attachment A, page 16.

Firms located outside the City of Oakland are encouraged to either establish a joint venture or other consulting or sub consulting arrangements with Oakland-based firms. Joint ventures will be required to conform to the pertinent laws, which govern the creation of such business arrangements. If a 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 Department of Contracting & Purchasing, Social Equity Division 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.

For tracking purposes, the consultant firm is asked to show the percentage and dollar amount of MBE/WBE participation on all sub-consultant listings. Consultant Firms are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-consultants and sub Consultants and be prepared to provide documentation that demonstrates the methodology used to select all sub-consultants.

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

5. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (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 **Schedule N, Declaration of Compliance – Living Wage**, 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 \$10.83 with health benefits or \$12.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage**

rates.

- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.62** 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. State Earned Income Credit (EIC) – To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit www.cbpp.or/eic/2005.
- e. Contractor shall provide to all employees and to the Department of Contracting and Purchasing , written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding.

Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

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

6. Equal Benefits Ordinance

This contract for this project is subject to the Equal Benefits Ordinance of Chapter 2.232.010 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 Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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 Consultant'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 Consultants.

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

7. Non-Discrimination/Equal Employment Practices

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

- a. Consultant and Consultant's sub Consultants, 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. Consultant and Consultant's Sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, and national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS - related complex (ARC) or disability.
- c. Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Consultant shall submit information concerning the ownership and workforce composition of Consultant's firm as well as its sub Consultants and suppliers, by completing **Schedule D** ("Professional Services Questionnaire"), **Schedule E** ("Project Consultant Team"), attached and incorporated herein and made a part of this Agreement.
- f. All affirmative action efforts of Consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.
- g. In the recruitment of sub Consultants, the City of Oakland requires all

Consultants 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

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

8. City of Oakland Campaign Contribution Limits

This contract for this project 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 Consultants 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, Consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

9. Nuclear Free Zone Disclosure

Consultant represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form") that Consultant 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, Consultant shall complete **Schedule P**, attached hereto.

At the request of City Council, the Department of Contracting & Purchasing, Social Equity Division will monitor contracting activity for unlawful discrimination based on race, ethnicity or gender, and make periodic reports to the City Council. Furthermore, the City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and State agencies, and will take action against Consultants who are found to be engaging in discriminatory acts or practices by an appropriate State or State agency or court of law, up to and including termination or debarment.

- 10. "**Attachment B**" is a sample professional services agreement. Please note that the City Attorney's Office is typically inclined to make any revisions to the standard agreement.

11. **“Attachment C”** summarizes insurance requirements relative to this project.

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

-RFP/Project Relate Issues	Project Manager, VaShone Huff	(510).238-3141
-LBE/SLBE Policies	Compliance Officer, Shelley Darensburg	(510) 238-7325
-License, insurance, etc.	Contract Administration, Nedra Wells	(510) 238-3621

13. Non-Discrimination/Equal Employment Practices: The City reserves the right to reject any and all proposals submitted.

14. All responses to the RFP become the property of the City.

15. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

16. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.

17. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all consultant teams and to waive any defects as to form or content of the RFP or any responses by any consultant firms.

18. 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.

19. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

20. 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 Consultant or consultant 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 Consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

B. Submittal Requirements

Twelve (12) copies of a fully responsive proposal are due at the City of Oakland's Mayor's Office, One Frank H. Ogawa Plaza, 3rd Floor Oakland, CA 94612, **no later than MONDAY, October 13, 2008, 2:00 p.m.**

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal. **Furthermore, a proposal RISKS BEING 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 RFP.
- Proposal contains excess or extraneous material not called for in the RFP.

Required Proposal Elements and Format

1. Transmittal Letter
 - a. Addressed to VaShone Huff Project Manager
 - b. Signed by an officer of the Prime 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 consultant shall be a Lobbyist.
 - b. Sub Consultants: list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each firm member. Identify which consultants 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

Prime(s): Provide a detailed resume of the proposed principal-in-charge, and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience. The Lobbyist shall be a professional currently licensed in the State of California. .

The proposal should address the following:

- a. Identify and provide a detailed resume for the proposed project management of this assignment, including full work history, special qualifications and demonstrated experience.
- b. Provide resumes for each member of your staff or team members proposed to be assigned to this project. **DO NOT SUBMIT OTHER RESUMES**
- c. Describe the firm's or team's management structure for this project with clear identification of the specific services each staff assigned to this project will provide.

Sub-Consultants: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-consultant for this project. Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California, if applicable. **DO NOT SUBMIT OTHER RESUMES.**

4. Relevant Experience

The selected respondent must successfully demonstrate the capability to function as both an advisor and implementer. Responses to the RFP should contain sufficient information to demonstrate qualifications and experiences and cite previous examples of success and must respond to the following questions:

- a. Describe previous work that demonstrates experience in securing funding, legislation and other State resources.
- b. Include a representative listing of similar projects completed by the respondent within the last five years. Include the project name, location, description, project manager, and an explanation of the respondent's specific tasks and responsibilities
- c. Describe any previous work that demonstrates in-depth knowledge of the City of Oakland or other larger California cities.
- d. Describe previous work providing State grants to cities.
- e. Describe previous work in shaping State legislation.
- f. Describe any constraints or parameters tied to your representation capabilities in Sacramento, CA, if any.
- g. Describe most successful project in securing State or Federal grants

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, and what special approaches your firm will feature to control these elements.
- b. Describe how you intend to interface with the Mayor's Office, City Council, City staff and the community.

6. References

- a. Primes(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. Hourly Billing Rates

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.

8. Required Exhibits - Please see listing of required documents. Submit all of the required documents with your proposal.
- a. Declaration of Compliance with ADA (Schedule C-1)
 - b. Professional Services Questionnaire (Schedule D): To be completed by prime consultant and all sub-consultants.
 - c. Project Consultant Team (Schedule E): To be completed by prime consultant only.
 - d. Independent Consultant Questionnaire – Part A (Schedule M)
 - e. Declaration of Compliance/Living Wage Ordinance (Schedule N)
 - f. Equal Benefits – Declaration of Nondiscrimination (Schedule N-1)
 - g. Campaign Contribution Limitations and Reporting (Schedule O)
 - h. Insurance Requirements - Professional and Specialized Services (Schedule Q)

V. EVALUATION PROCESS

A. Evaluation Of Proposals

The City has allocated approximately ten (10) working days for review of the proposals. The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the proposals:

1. RELEVANT EXPERIENCE 25 points
Past, recently completed, or on-going projects that will substantiate experience on at least three (3) other projects providing services similar to those described in this RFP. Successful respondent will have: a) been working in the legislative advocacy arena for a minimum of 10 years, b) have an office in Sacramento, CA. c) must have current California city clients and d) Prior experience and ability to work with City staff, community groups, and other stakeholders, and addressing the various interests in developing a successful project.
2. QUALIFICATIONS 25 points
Professional background and qualifications of firm members and firms comprising the team
3. ORGANIZATION 20 points
Current workload; available staff; Resources; Capacity and flexibility to meet schedules, including any unexpected work; Ability to perform on short notice and under time constraints
4. APPROACH 20 points
Understanding of the nature and extent of the services required; A specific outline of how the work will be performed; Awareness of potential problems and providing possible solutions; Special resources the firm offers that are relevant to the successful completion of the project.
5. LOCAL and SMALL LOCAL CERTIFIED BUSINESS PARTICIPATION 2-5 Points
6. OTHER FACTORS (i.e. presentation, completeness, clarity, organization and responsiveness of proposal) 10 points

B. Interview of short-listed firms

After evaluation of submitted proposals, top ranking candidates will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution

spreadsheet (estimated hours by task by staff) the day before the interview. The selected firm will be notified in writing after the interview process is completed.

The interviews will last approximately 60 minutes, with the time allocated equally between the firm's presentation and a question-and-answer period. The firms should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).

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:

a. Presentation: - 40 points (Scoring criteria is similar to that of the proposal criteria: (1) Relevant Experience; (2) Qualifications; (3) Organization Approach and (4) Other Factors.

b. Request for Proposal Submittal: - 25 points

Total points from the initial review of the Proposals will be allocated proportionally based on a maximum allowance of 20 points.

c. Interview/Questions: - 35 points

VI. SELECTION PROCESS

A. Contract Negotiations

1. Firms will be numerically ranked. The firm ranked first will be invited to participate in contract negotiations. Should the City and the first ranked firm not be able to reach an agreement as to contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the firm that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.
2. The contract amount (including reimbursables) 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.

B. Contract Award

-
-
1. Upon successful completion of the negotiations, City staff will secure appropriate approvals to authorize the award the contract to the selected firm.
 2. A sample City standard professional services agreement is included in this RFP as **Attachment “C”**. The selected firm 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.
 3. Upon authorization to award the contract by the City Council and completion of necessary documents, the City will issue the firm a Notice to Proceed.
 4. The selected firm and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and State representatives. Therefore, the firm and its other members may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.

END OF RFP