



Public Works Agency Contract Services

SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
7-26-13	City Attorney		7/31/13
8-2-13	PWA Assistant Director		8/5/13
8-5-13	PWA Director		8/6/13
8-7-13	City Administrator - Compliance		8/7/13
	City Administrator		
8-8-13	City Clerk		8/8/13

Please do not forward to the next person. Call Tamala Barnes or Calvin Hao at ext. 7252 or 7395 for pickup. Thank you.

Re: **Civcorps Schools Agreement for recycling and related services**

Project Description: To provide intern support for the Recycling Hotline; provide support for the grant-funded Oil Recycling program; provide multi-family recycling support services; provide bicycle locker cleaning services; and provide recycling collection services at City Facilities.

- If TIME SENSITIVE, provide due date and reason. _____
- Responsible Dept: PWA/Environmental Services Division
 - Project Manager Signature: Mark Gagliardi
 - Project Manager: Mark Gagliardi, Senior Recycling Specialist Phone ext: 6262
 - Supervisor: Becky Dowdakin, Solid Waste and Recycling Program Supervisor Phone ext: 6981
- Type of Contract: Professional Agreement Amendment # _____
 - Council Resolution: June 4, 2013 and Reso #84426 CMS
- Vendor: Civcorps Schools
 - Address: 101 Myrtle Street, Oakland, CA 94607
 - Business Phone: 510-992-7800 Mobile Phone: _____
 - Email: brian.hickey@cvcorps.org
- Contract Amount: \$225,000.00 total aggregate over 3 year period.
 - Contract Start and End date: 8/1/2013 to 7/30/2016
 - Oracle Contract End date: 1/30/2017
- SPO# _____ (Fiscal to provide after contract funding is encumbered.)
- FUNDING: Oracle Funds Available Report must be included in order to encumber the Contract Amount.

Fund	Org	Account	Project No	Program	Amount
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Contract encumbrance:

1.	1710	30682	54919	0000000	SC17	\$35,000 annually
2.	2154	30682	51919	G219691	SC17	\$24,000 annually
3.	2175	30682	54919	H63660	SC17	\$5,000 annually
4.	2139	30682	54919	G445711	SC17	\$2,000 annually
5.	2122	92260	54919	C428410	Z093	\$2,000 annually

Total Encumbrance \$68,000 annually

Contingency:

1.						\$
2.						\$

Total Contingency \$

8. ROUTING: Please review documents marked with "☒" in the checklist below and sign documents as required.

included or	NA		<i>Contract Summary, Contract Authority Checklist & Resolution</i>
☒	☐	1.	Schedule T – Contract Summary & Routing
☒	☐	2.	City Administrator's Contract / Grant Authority Checklist
☒	☐	3.	City Council Resolution
<i>Contract, Insurance and Bonds</i>			
☒	☐	4.	Original Contract & Exhibits (3 original sets)
☒	☐	5.	Insurance certificates per Schedule Q
☐	☒	6.	Payment and Performance Bonds (3 original sets)
<i>Licenses and Certifications</i>			
☒	☐	7.	Oakland Business License
☐	☒	8.	California State Contractor's License
☐	☒	9.	IRS W-9
☒	☐	10.	EBO certificate (Equal Benefits Ordinance – Schedule N-1) (n/a if under \$25,000)
☒	☐	11.	Schedule B-2 Arizona Resolution
☒	☐	11.	Schedule C-1,P,U,V ADA; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary or Investigatory Action
☐	☒	12.	Schedule C-1,P,V federal ADA; Nuclear Free Zone Disclosure; Affidavit of Non-Disciplinary or Investigatory Action
☒	☐	13.	Schedule D Ownership, Ethnicity & Gender Questionnaire
☒	☐	14.	Schedule E Project Consultant Team (consultant contract only)
☒	☐	15.	Schedule K Pending Dispute Resolution
☒	☐	16.	Schedule M, Parts A and B Independent Contractor Questionnaire
☒	☐	17.	Schedule N Living Wage Ordinance (consultant contract only)
☒	☐	18.	Schedule O Campaign Contribution Limits
☐	☒	19.	Schedule R Subcontractor, Supplier, Trucking Listing (construction contract only)
☐	☒	20.	Form 805 Agency Report of Consultants
☐	☒	21.	Exhibit 12-E, Attachment C Equal Employment Opportunity Certification
☐	☒	22.	Public Contract Code Section 10285.1 & 10162 & 10232
☐	☒	23.	Exhibit 12-E, Attachment D Noncollusion Affidavit
☐	☒	24.	Exhibit 12-E, Attachment F Nonlobbying Certification
☐	☒	25.	Exhibit 12-E, Attachment G Disclosure of Lobbying Activities
☐	☒	26.	Exhibit 15 – G1 Local Agency Bidder UDBE Commitment
☐	☒	27.	Exhibit 15 – G2 Local Agency Bidder DBE Information
☐	☒	28.	Exhibit 15 – H UDBE Information – Good Faith Efforts
☐	☒	29.	City Certification A Debarment & Suspension Certification
☐	☒	30.	City Certification B Debarment & Suspension Certification – Lower Tier

Add'l Comments:

Budget	<input type="text" value="CITY OP"/>	Amount Type	<input type="text" value="Year To Date Extended"/>
Period	<input type="text" value="P02-14"/>	Encumbrance Type	<input type="text" value="ALL"/>
		Account Level	<input type="text" value="All"/>

Funds Available (USD)

Summary		Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/>		1710.30682.54919.00000000.SC17	6,456,918.17	(403,285.71)	507,344.92	6,352,858.96
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

Encumbrance Amounts

Commitment	Obligation	Other
<input type="text" value="0.00"/>	<input type="text" value="(403,285.71)"/>	<input type="text" value="0.00"/>

Account Description

CITY Recycling Program Environmental Services: R.Services: Miscellaneous C.UNDETERMINED PROJECT RECYCLI

Budget **CITY OP**
 Period **P03-14**

Amount Type **Year To Date Extended**
 Encumbrance Type **ALL**
 Account Level **All**

Funds Available (USD)

Summary					Funds Available
Account	Budget	Encumbrance	Actual		
<input checked="" type="checkbox"/> 1.2154.30682.54919.G219692.SC	124,418.68	5,000.55	413.10		119,005.03
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Encumbrance Amounts

Commitment
0.00

Obligation
0.00

Other
5,000.55

Account Description

CITY,California Integrated Was Environmental Services: R.Services: Miscellaneous: C.OPP3 USED OIL RECYCLING.I

RECEIVED
 PUBLIC WORKS AGENCY
 CONTRACT SERVICES
 2013 SEP 17 PM 12:40

Budget	CITY OP	Amount Type	Year To Date Extended
Period	P02-14	Encumbrance Type	ALL
		Account Level	All

Funds Available (USD)

Summary		Budget	Encumbrance	Actual	Funds Available
Account					
<input checked="" type="checkbox"/>	1.2175.30682.54919.H63660.SC17	622,324.00	0.00	0.00	622,324.00
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
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<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Encumbrance Amounts

Commitment

0.00

Obligation

0.00

Other

0.00

Account Description

CITY:Alameda County: Source Re:Environmental Services: R.Services: Miscellaneous C.ACRB NON RESID WASTE

Budget **CITY OP**
 Period **P02-14**

Amount Type **Year To Date Extended**
 Encumbrance Type **ALL**
 Account Level **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> 1.2139.30682.54919.G445711.SC1	2,000.00	0.00	0.00	2,000.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
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<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

Encumbrance Amounts

Commitment
0.00

Obligation
0.00

Other
0.00

Account Description

CITY:California Department of Environmental Services: R.Services: Miscellaneous C.CITY/COUNTY PAYMENT PRO

Budget	CITY OP	Amount Type	Year To Date Extended
Period	P02-14	Encumbrance Type	ALL
		Account Level	All

Funds Available (USD)

Summary		Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/>		1.2212.92260.54919.C428410.SCL	2,000.00	0.00	0.00	2,000.00
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

.Z093

Encumbrance Amounts			
Commitment	Obligation	Other	
0.00	0.00	0.00	

CITY.Measure B: Bicycle/Pedest.Engineer Design: IPPD Cap.Services: Miscellaneous C.BICYCLE FACILITIES DESIG

Use program #
Z093

**CITY OF OAKLAND
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT**

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 11, 2013 by and between the CITY OF OAKLAND, a municipal corporation, (hereinafter referred to as "City") and Civicorps Schools (hereinafter referred to as "Consultant") for Recycling and Related Services.

2. Scope of Services

Consultant agrees to perform the services specified in Exhibit A - Scope of Services, attached to this Agreement and incorporated herein by reference. Consultant shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

3. Time of Performance

Consultant's services shall begin on August 1, 2013 and shall be completed by July 30, 2016.

4. Compensation and Method of Payment

Consultant will be paid for performance of the entire scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed Two Hundred Twenty-Five Thousand Dollars and 00/100 Cents (\$225,000.00), based upon Exhibit A and the budget by deliverable task and billing rates in Exhibit B - Payment Schedule. The maximum that will be charged for the entire scope of services will not exceed the Capped amount, even if the Consultant's actual costs exceed the Capped amount. Invoices shall state a description of the deliverables completed and the amount due. Payment shall be due upon completion and acceptance of the deliverables.

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

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the consultant has earned during the period for which payment is being made, on the

basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Consultant shall be, and is, an independent contractor, and is not an employee of the City. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of Consultant's services hereunder. Consultant 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 Consultant's own acts and those of Consultant's subordinates and employees. Consultant will determine the method, details and means of performing the services described in **Exhibit A**.

b. Consultant's Qualifications

Consultant represents that Consultant 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. Consultant's services will be performed in accordance with the generally accepted principles and practices applicable to Consultant's trade or profession. The Consultant warrants that the Consultant, and the Consultant's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Consultant's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Consultant will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Consultant 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. Consultant has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Consultant shall complete **Schedule M, Part A, Independent Contractor Questionnaire, Part A**, attached hereto.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary of Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

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

9. Audit

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

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

In addition to the above, Consultant agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

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

11. Assignment

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

12. Publicity

Any publicity generated by Consultant 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 Consultant to assist Consultant in generating publicity for the project funded pursuant to this Agreement. Consultant further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Consultant from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Consultant acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Consultant shall, upon expiration or termination of this Agreement, deliver

to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Consultant shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Consultant shall provide to the City Auditor all property-related audit and other reports required in Schedule S and under this Agreement. In the case of lost or stolen items or equipment, the Consultant shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Consultant shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120, Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

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

15. Indemnification

a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons ~~and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee"~~) from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
- (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
- (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
- (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

- (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
 - c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
 - d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
 - e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which ~~potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.~~
 - f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
 - g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Consultant by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Consultant.

17. Prompt Payment Ordinance

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

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of the City Administrator, Contracts and Compliance Unit, upon the filing of a complaint. Consultant or its subconsultants 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 Consultant or its subconsultant fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Consultant 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.

Consultant and its subconsultants shall not be allowed to retain monies from subconsultant payments for goods as project retention, and are required to release subconsultant project retention in proportion to the subconsultant services rendered, for which payment is due and undisputed, within five (5) business days of payment. Consultant and its subconsultants shall be required to pass on to and pay subconsultants 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, Consultant and its subconsultants, 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, Consultant is required to file an affidavit, under penalty of perjury, that he or she has paid all subconsultants, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subconsultants and the amount paid to each.

If any amount due by a prime consultant or subconsultant to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Consultant or subconsultant shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime consultant or subconsultant from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants

that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

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

Prompt Payment invoice and compliant forms are available from the City of Oakland's website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>. Scroll down to the Prompt Payment heading and click on the appropriate links. Invoice and complaint inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

As referenced in **Schedule B-2**, in accordance with Resolution No. 82727 C.M.S. neither this business entity nor any of its subsidiaries, affiliates or agents are headquarters in the State of Arizona or anticipates relocating to the State of Arizona duration for the life of its contract(s) with the City of Oakland or until Arizona rescinds SB 1070.

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

19. Dispute Disclosure

As referenced in **Schedule K**, consultants are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Consultant 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 Consultant's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Consultant.

21. Conflict of Interest

a. Consultant

The following protections against conflict of interest will be upheld:

- i. Consultant certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Consultant certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Consultant 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 Consultant.
- iv. Consultant 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. Consultant shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Consultant further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by ~~Consultant 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 Consultant 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 or value of the gift totaled more than \$500 the previous year. Consultant agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Consultant understands that in some cases Consultant or persons associated with Consultant 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. Consultant further understands that, as a public officer or official, Consultant or persons associated with Consultant may be disqualified from future City contracts to the extent that Consultant is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
 - vii. Consultant 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, Consultant understands and agrees that, if the City reasonably determines that Consultant 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 Consultant to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments ~~or terminate this Agreement whether or not Consultant is responsible for the conflict~~ of interest situation.

22. **Non-Discrimination/Equal Employment Practices**

Consultant 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, Consultant agrees as follows:

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

23. 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 subconsultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. **Good Faith Effort** - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. **Preference Points** – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts.
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F**, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation ~~are available upon request.~~
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D**, Ownership, Ethnicity, and Gender Questionnaire, and **Schedule E**, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age,

marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

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

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Consultant 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 consultants (Consultants) 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 Consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Consultant shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.70 per hour**. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) – To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you, including but not limited to: <http://www.irs.gov>.
- e. Consultant shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Consultant 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 – Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to 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. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. ~~Consultant shall require subconsultants that provide services under or related to~~ this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

25. Equal Benefits Ordinance

This Agreement 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).

The following consultants 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 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 subconsultants of any contract or consultant

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

26. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits 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, Campaign Contributions**.

27. Nuclear Free Zone Disclosure

Consultant represents 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, Nuclear Free Zone Disclosure Form**, attached hereto.

28. Political Prohibition

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

29. Religious Prohibition

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

30. Business Tax Certificate

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

31. Abandonment of Project

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

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

32. Validity of Contracts

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

33. Governing Law

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

34. Notice

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

CITY OF OAKLAND INFORMATION

Mark Gagliardi
Public Works Agency
250 Frank H. Ogawa Plaza, Fifth Floor
Oakland, CA 94612

CONSULTANT INFORMATION

Civicorps Schools
Brian Hickey
101 Myrtle Street
Oakland, CA 94607

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

35. Entire Agreement of the Parties

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

36. Modification

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

37. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

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

38. Time of the Essence

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

39. Commencement, Completion and Close out

It shall be the responsibility of the Consultant 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 Consultant to enable Consultant 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 Consultant not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Consultant 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 Consultant 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 Consultant.

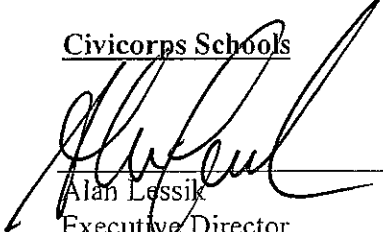
40. Approval

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

41. Inconsistency

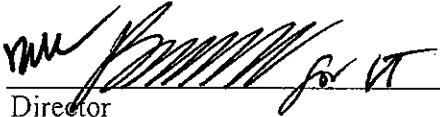
~~If there is any inconsistency between the main agreement and the exhibits, the text of the main agreement shall prevail.~~

Civicorps Schools


Alan Lessik
Executive Director

7/17/13
Date

Public Works Agency


Director

8/6/13
Date

Approved as to form and legality


City Attorney

7/31/13
Date

CITY OF OAKLAND

(a municipal corporation)


City Administrator's Office

8/7/13
Date

City Council Resolution No. 84426 CMS

Oakland Business License No. 134481

Contract Purchase Order No. _____

**EXHIBIT A – Scope of Services
for Civicorps Schools to Provide Recycling and Related Services**

I. Summary of Service

Civicorps Schools (Contractor) will provide recycling and related services to the City of Oakland (City) in the following six areas: (1) provide interns to assist with the City's Recycling Hotline; (2) support used oil recycling activities; (3) provide recycling collection services to City facilities; (4) provide multi-family residential recycling support services; (5) perform bicycle locker cleaning services; and (6) additional related work.

II. Types of Service

(1) Provide Interns to Assist with the City's Recycling Hotline

Contractor will provide an intern to work at the Public Works Agency, Environmental Services Division (ESD) office at 250 Frank H. Ogawa Plaza, Suite 5301. The intern will perform various tasks and activities to support the Recycling Program, and work 4-5 days per week as scheduled by the City and Contractor. The typical internship is for one year, including an initial 3-month probation period during which the intern must display motivation, positive attitude, discipline, ability to learn, and good attendance. An internship may be continued for a second year upon mutual agreement of the City, Contractor, and intern. Interns are expected to maintain a thoroughly professional, courteous, and enthusiastic demeanor when interacting with the public and City staff in an effort to promote waste reduction and recycling. Tasks and activities performed by Contractor's interns may include the following:

- Respond to requests from Oakland residents and businesses that contact the Recycling Program by telephone, email, and direct mail
- Monitor the Recycling Hotline during regular office hours (Monday-Friday, 8:30am to 5:00pm) and respond to live phone calls and incoming emails
- Monitor voicemail and email during the workday, and return calls and respond to emails as soon as possible throughout the day
- Document all calls and emails received from the Recycling Hotline using Cityworks, the City's contact management and work order fulfillment system, and submit all service requests to the appropriate entity
- Assist with outreach activities such as staffing the City's recycling booth at community events
- Perform other administrative, public outreach and information, or customer service duties such as: data entry, preparing mailings, conducting telephone surveys, performing research, preparing documents, restocking brochures, assisting with public displays, and other similar activities

(2) Support Used Oil Recycling Activities

Procure and assemble used oil recycling kits (Kits). Deliver Kits to designated retailers in Oakland on an on-going, routine basis, and as directed by the City. Conduct annual site inspections at approximately fifteen (15) state-certified used oil collection centers (Certified Collection Centers) in Oakland.

A Kit consists of two plastic jugs with screw top caps and labels, and an oil filter collection bag, bound with string, rubber band, or other fastener for delivery. Kits may include literature provided by the City. Jugs, labels, and bags shall be approved by the City.

Tasks and activities may include:

- Provide procurement and inventory management of Kit supplies, and assembly and storage, of approximately 4,000 Kits per year. Work will entail that Contractor:
 - Maintain appropriate inventory of Kit components to ensure sufficient supply to meet continuous demand:
 - purchase and store Kit components
 - pick up or arrange for delivery of supplies/materials as needed
 - assemble Kits
 - Adjust Kit component inventory based on program needs and as per City instructions
- Deliver approximately 3,000 Kits per year to approximately six retailers that sell motor oil. Work will entail that Contractor:
 - Actively manage positive working relationships with the retailers, including coordination with store managers of delivery times and adjustment of quantities ~~that address each retailer's needs~~
 - Provide regularly scheduled (typically weekly) and timely delivery of Kits to participating retailers
 - Deliver Kits during retailers' business hours, to the location designated by the retailer
 - Keep detailed records of Kit deliveries, including date and time of delivery, and retailers' signature of receipt of each delivery
 - Provide monthly reports to the City of all Kits delivered
 - Maintain regular contact with the City, and promptly communicate any problems with the program or retailers
- Deliver Kits to, or provide for pick-up from, the City of Oakland and other organizations as directed by City
- Conduct annual site inspections of Certified Collection Centers as directed by the City:
 - Follow the site visit instructions provided by the City each year
 - Complete the most current CalRecycle Certified Center Site Visit Checklist for each visit to each facility
 - Supply all State of California required signage and notices to facilities at time of site inspection and document on the Certified Center Site Visit Checklist

(3) Provide Recycling Collection Services to City Facilities

Provide regularly scheduled weekly recycling collection service to the following six (6) City facilities:

1. Oakland Museum of California - 1000 Oak Street
2. Police Administration Building - 455 7th Street
3. City Hall - 1 Frank H. Ogawa Plaza
4. Public Works Heavy Equipment Shop - 5050 Coliseum Way
5. Dalziel Building - 250 Frank H. Ogawa Plaza
6. Lionel J. Wilson Building - 150 Frank H. Ogawa Plaza

Tasks shall include:

- Collect commingled cans and bottles, segregated corrugated cardboard, and/or mixed single stream recyclables as directed by the City
- Provide and maintain an adequate level of service at each facility based on the quantity of materials separated for collection at the facility. An adequate collection service level will entail providing the appropriate number and size of recycling containers as required and providing up to twice a week collection as needed.
- Promptly report to the City within one business day any problems encountered when performing or attempting to perform collection service (e.g., access, contamination, signage or labels needed, etc.)
- Empty collection containers on either: (1) a regular schedule, or (2) "on-call" by the City notifying Contractor that the containers are full. On-call collection notice must be given by the City before 2:00 p.m. on a regular business day (weekday) to have collection on the next regular business day.
- Distribute Contractor-owned bins, wheeled carts, or other containers as agreed by the ~~City and Contractor~~
- Submit a monthly status report delineating recycling collection service provided to each facility by date, number and size of container(s) serviced, and fullness of each container; and noting any problems (e.g., access, contamination, signage or labels needed, etc.)

The City may request, from time to time, reasonable changes in recycling collection service including size of containers, number of containers, location of containers and collection frequency at no additional cost to the City. Changes in materials collected or number of facilities provided collection service may result in additional compensation due to Contractor by the City. If the City chooses to make changes it will notify Contractor in writing. Contractor will have ten (10) business days to implement changes.

The City agrees to make a reasonable effort to ensure that recyclable materials segregated for recycling collection will be free of solid or hazardous waste. If hazardous waste is found in a collection container, Contractor is not obligated to collect the container, and will notify the City's recycling hotline (510-238-SAVE; recycling@oaklandnet.com) immediately. If containers storing recyclables contain excessive amounts of solid waste, Contractor will immediately notify the City in order to have the contaminants removed prior to collection of the recyclables. The City agrees not to overload the collection containers provided. The City will provide unobstructed access to all collection containers provided.

(4) Provide Multi-Family Residential Recycling Support Services

Contractor will perform services designed to increase participation in the City's recycling programs for multi-family residential dwellings. Services may include:

- Bulk delivery of printed materials and/or in-unit recycling containers (bags) to property owners/managers
- Door-to-door delivery of printed materials and/or in-unit recycling containers (bags) to individual residences in multi-family dwellings, in coordination with the City and the property owner/manager
- Communicating to the City any pertinent feedback from property owners/managers or residents about the materials delivered or the recycling services at the residence

All multi-family recycling support services shall be performed based on written direction by the City in the form of a Task Order that specifies the work to be completed. For delivery of printed or other materials, the Task Order shall include:

- Description and quantity of the materials to be delivered
- Instructions necessary for delivery, such as delivery address, the recipient's name and contact information, and any special instructions for delivery

The Task Order shall also list the payment due to Contractor for completing the work specified in the Task Order. Contractor must complete delivery within 10 (ten) working days of receiving a Task Order, and must notify the City that delivery has been completed within 5 working days of completing delivery.

Contractor shall perform services in a timely manner within the budget and timeline specified in the Task Order.-----

The City will provide Contractor with all educational materials to be delivered, and Contractor shall maintain an inventory control system for these materials that is satisfactory to the City, including notification to the City when inventory needs to be replenished.

(5) Perform Bicycle Locker Cleaning Services

Contractor will provide services to keep two sets of City-owned bicycle parking lockers clean and tidy by performing bi-monthly cleaning, every other Monday. The locations are:

1. Northwest corner of 14th Street and Broadway (in Frank Ogawa Plaza); and
2. Northeast corner of 20th Street and Broadway.

Specific bicycle locker cleaning services tasks to be performed are:

- Sweep/remove and properly dispose of any trash or debris that has been left on top, inside, or within 20 feet of the lockers
- For new urine or other stains, apply full-strength Simple Green using a rag, paper towel or non-abrasive pad (such as Scotch Brite) to clean any stains on doors or frames. Allow product to remain on lockers; wipe off before leaving.

- Remove any graffiti. If Simple Green doesn't work, use Goof-Off, followed by diluted Simple Green.
- Clean the locker frame and doors with Simple Green, taking care to avoid moistening the controller box, and door latch
- Clean rooftops using Simple Green and water and long-handled squeegee
- Observe whether there is debris accumulating inside any of the lockers. Observe if the pavement surrounding the lockers is particularly dirty.
- After cleaning, email the completed reporting form (to be provided electronically by the City) to jstanley@oaklandnet.com. The completed reporting form must be submitted within 5 working days of performing bicycle locker cleaning services. If there is any evidence of vandalism, or graffiti or damage, immediately phone the City Bicycle and Pedestrian Facilities Coordinator at 238-3983.

Contractor is responsible for providing the following supplies that are required to perform the cleaning tasks described above:

- Simple Green and water solution
- Water
- Full-strength Simple Green
- Goof-Off
- Broom/dust pan
- Long-handled squeegee
- Step stool or short ladder
- Rags/paper towels

(6) Perform Additional Related Work

Upon request of City, additional work may be authorized under this contract, including but not limited to:

- Distributing public education materials or making educational presentations
- Assisting with recycling and waste reduction at public events or venues

If City desires any of these additional related services, the City will inform Contractor of a potential project, including:

- Goal of the project
- Audience for the project
- Description of the issues and objectives of the project
- Specific work products to be produced by Contractor
- Required turn-around time

Contractor will respond with:

- Timeline designating key milestones within the proposed implementation plan
- Assignment of personnel and/or subcontractors and the corresponding number of hours to carry out the tasks
- Complete cost estimate for the project, including estimated cost for each task and all taxes or other charges

The City will review Contractor's submission and then may authorize the additional work. Upon written City authorization, Contractor shall perform the work within the timeline and not-to-exceed (NTE) dollar amount specified in the written authorization. Contractor will not be paid more than the specified NTE dollar amount, even if Contractor's costs to perform the work are greater than that dollar amount.

III. Monthly Statements

Contractor will provide the City with Monthly Status Reports and Invoices delineating pertinent information related to all services rendered that month. The Status Reports for these services will detail the hours worked by recycling interns, used oil recycling activities completed, recycling collection service provided, and multi-family residential recycling support services completed, as described above in Section II.

The Monthly Status Reports and Invoices for each month are due to the City by the 15th workday of the following month, with the exception of the bi-weekly bicycle locker reporting described in Section II (5) above. For the bicycle locker cleaning task, status reports are due bi-weekly, and invoices shall be submitted quarterly.

IV. Meetings and Management Oversight

Contractor will provide comprehensive management oversight for all activities covered under this Scope of Work through a designated Contract Manager. The Contract Manager will meet at minimum quarterly with the City's designated contract management representative to review the status and performance adequacy of the work of Contractor under this Scope of Services. Contractor will designate an Internship Coordinator, who will meet with the City's designated intern supervisor monthly, and additionally as needed. Contractor senior management representative(s) will meet at minimum annually with City's designated representative(s) to conduct a high-level assessment of Scope of Services status and to review strategic opportunities for collaboration between the City and Contractor.

V. Liquidated Damages

The City and Contractor agree that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance, and that Contractor's failure to meet certain standards may result in the City's imposing the liquidated damages detailed below. Any liquidated damages deductions will be made as adjustments to the total amount of compensation due to Contractor for the month.

Performance Standard	Liquidated Damages
<ul style="list-style-type: none"> • Unscheduled Intern absence, lateness, or early departure: any time Contractor fails to notify the City at least one business day prior to: (a) an absence; (b) a late arrival [intern commencing work two hours or more after their regularly scheduled start time]; or (c) an early departure [intern ends their work day one hour or more prior to the scheduled end time] 	\$25 per occurrence
<ul style="list-style-type: none"> • Failure to deliver used oil recycling kits within five working days of request from either the delivery location or the City 	\$10 per day per occurrence
<ul style="list-style-type: none"> • Failure to complete a scheduled weekly delivery of used oil recycling kits 	\$10 per day per occurrence
<ul style="list-style-type: none"> • Submittal of used oil recycling report or invoice after 25th day of following month 	\$10 per day
<ul style="list-style-type: none"> • Submittal of oil recycling reports that are incomplete, or contain errors that require correction 	\$10 per day after the date the initial report is received by the City until a complete and correct report is received by the City
<ul style="list-style-type: none"> • Submittal of oil recycling invoices that are incomplete, do not reconcile with other backup documents, or contain errors that require correction before the City can process for payment 	\$10 per day the date the initial invoice is received by the City until a complete and correct invoice is received by the City

Performance Standard	Liquidated Damages/ Additional Compensation
<ul style="list-style-type: none"> Missed recycling collection 	\$10 for each occurrence if Contractor does not provide service on the following workday after notification by the City
<ul style="list-style-type: none"> Failure to place recycling collection containers within ten (10) business days after notice from City 	\$20 imposed for each day that collection containers are not placed within ten (10) business days after notice from City
<ul style="list-style-type: none"> Late submittal of monthly recycling collection service program report or invoice 	\$10 imposed for each workday after the 25th day of the month which report or invoice is not received by the City
<ul style="list-style-type: none"> Failure to deliver multi-family residential recycling promotional materials within 10 (ten) working days of receiving a Task Order from the City, or failure to notify the City within five working days of completing delivery of the promotional materials 	\$10 imposed for each workday per location that delivery of promotional materials, or confirmation of delivery of materials is delinquent
<ul style="list-style-type: none"> Failure to complete bicycle locker cleaning services within 3 working days of scheduled bi-monthly cleaning, every other Monday 	\$10 imposed for each workday that completion of bicycle locker cleaning services is delinquent
<ul style="list-style-type: none"> Failure to submit completed reporting form within 5 working days of performing bicycle locker cleaning services 	\$10 imposed for each workday that submittal of completed reporting form is delinquent

EXHIBIT B – Payment Schedule

(1) Provide Interns to Assist with the City's Recycling Hotline

The City will pay Contractor \$20.71 for each Corpsmember Intern hour worked.

The compensation paid for work related to recycling hotline support may be adjusted for performance incentives (i.e., additional compensation) and disincentives (i.e., liquidated damages) as specified in Schedule A - SCOPE OF SERVICES.

(2) Support Used Oil Recycling Activities

For used oil recycling kit (Kit) services, the City will pay Contractor:

- \$5.62 per Kit for procurement, assembly, and storage of Kit components
- \$2.42 per Kit delivered to retailers

For properly completing site inspections and reports at all of Oakland's state-certified oil recycling collection facilities, the City will pay Contractor \$1,000 per inspection.

(3) Provide Recycling Collection Service

The City will pay Contractor \$15.00 for weekly recycling collection service provided at each service location.

(4) Provide Multi-Family Residential Recycling Support Services

The City will pay Contractor \$50.00 for each bulk delivery of printed materials and/or in-unit recycling containers (bags) to a property owner/manager. The City will pay Contractor \$3.00 per dwelling unit for door-to-door delivery of printed materials and/or in-unit recycling containers (bags) to individual residences in multi-family dwellings.

(5) Perform Bicycle Locker Cleaning Services

The City will pay Contractor \$75.00 for each completed cleaning of the two sets of bicycle lockers specified in Schedule A - SCOPE OF SERVICES.

(6) Perform Additional Related Work

Contractor will be paid for additional related work only if additional work is pre-authorized by the City, and an invoice is submitted which provides the details of all applicable dollar amounts and deliverables for the project for the month.

2013 MAY 16 PM 3:58 RESOLUTION No. 84426 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH CIVICORPS SCHOOLS FOR AN AMOUNT NOT-TO-EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) TO PROVIDE RECYCLING AND RELATED SERVICES AND WAIVING THE ADVERTISING AND COMPETITIVE REQUEST FOR PROPOSAL/QUALIFICATION REQUIREMENTS

WHEREAS, the City desires to enter into an agreement with Civicorps Schools for recycling and related services including: (1) provide interns to assist with the City's Recycling Hotline and public information and outreach; (2) support used oil recycling activities; (3) provide recycling collection services to six large City facilities; (4) provide multi-family residential recycling support services; (5) perform bicycle locker cleaning services; and (6) perform additional related work to further the City's Zero Waste Goal; and

WHEREAS, the activities included in the agreement with Civicorps Schools will be funded by a combination of sources including the Recycling Program Fund 1710, Alameda County Source Reduction & Recycling Fund 2175, grants from CalRecycle, and the Measure B Bicycle/Pedestrian Pass Thru Fund 2212; and

WHEREAS, Section 2.04.040 B 5 and 2.04.051 A, respectively of the Oakland Municipal Code (the "OMC") require the City to conduct a formal advertising and competitive Request For Qualifications/Proposals ("RFQ/RFP") selection process for professional services agreements over \$25,000.00; and

WHEREAS, Section 2.04.051 B of the OMC authorizes the City Council to waive the advertising and competitive RFQ/RFP selection requirement if it finds that it is in the City's best interests to do so; and

WHEREAS, staff recommends that it is in the City's best interests for the City Council to waive the advertising and competitive RFQ/RFP process for this contract because as the only local conservation corps in Oakland Civicorps Schools is uniquely qualified to provide this group of services, which is supported by state grants and includes job training, education, and development programs for at-risk youth in service learning projects in addition to recycling services; and

WHEREAS, the City Council finds that the services provided pursuant to the agreement authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City Council finds that this agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore be it

RESOLVED: pursuant to OMC Section 2.04.051 B, the City Council hereby finds and determines that it is in the best interests of the City to waive the advertising and competitive RFQ/RFP selection requirement of the OMC based on the reasons set forth in this Resolution and the Report accompanying this Resolution; and be it

FURTHER RESOLVED: That the City Council hereby awards, and the City Administrator is hereby authorized to enter into a three-year agreement for a total amount not-to-exceed two hundred twenty-five thousand dollars (\$225,000) with Civicorps Schools to provide recycling and related services; and, be it

FURTHER RESOLVED: That the City Administrator or his/her designee is hereby authorized and empowered to approve any subsequent amendments to or extensions of said agreement with the exception of those related to an increase in compensation or the allocation of additional funds provided that such amendments or extensions shall be reviewed by the City Attorney and filed with the City Clerk's Office; and be it

FURTHER RESOLVED: That a copy of the agreement will be on file in the City Clerk's Office and will be approved by the Office of the City Attorney.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 4 2013

PASSED BY THE FOLLOWING VOTE:

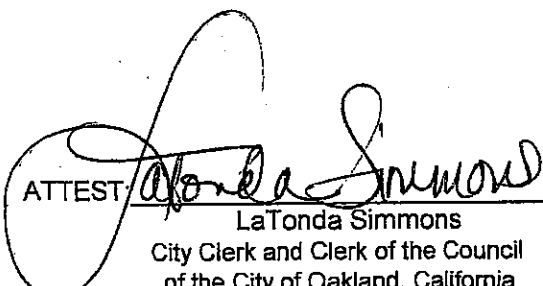
AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

City Administrator Contract/Grant Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04)

Higher Contract Authority (OMC §2.04.020.A). If "NO" is indicated for all questions in the *Type of Contract* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is:

\$100,000 for Procurement, Construction and Services (includes non-professional, professional, technical and scientific services)

Limited Contract Authority (OMC §2.04.020.B). If "YES" is indicated for any of the questions in the *Type of Contract* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is:

\$50,000 for Procurement, Construction, Non-professional Services

\$15,000 for Professional, Technical or Scientific Services

Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property). The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC §2.04.017). The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Type of Contract (OMC §2.04.020.B.1) *Check the applicable boxes.*

This contract is not related to a program or project that is identified in the current CIP or operating budget.

☐ YES (not in either budget)

☒ NO (is in CIP/ Operating budget)

Is this contract for services or supplies related to affordable housing projects?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with Redevelopment Agency funds?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with voter-approved measure funds?

☐ YES ☒ NO

Is this contract for the purchase of any technological, computer or computerized system services, software, equipment, hardware or products?

☐ YES ☒ NO

Appropriation Resolution (OMC §2.04.020.B.3)

This Contract was approved in Appropriation Resolution No. 84426 C.M.S., attached.

☒ YES ☐ NO

(Includes: 1) description of material/service; 2) contract amount; 3) funding source; 4) estimated time for execution and completion of contract; 5) statement whether the program/project supported by contract is "new" or "previously existing.")

Competitive Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process.

☐ YES ☒ NO

Alternatively, the competitive process (bidding or RFP/RFQ) was waived in Resolution No. 84426 C.M.S., attached.

☒ YES ☐ NO

Project Number and Name: Civicorps Schools Contract

Completed by Mark Gagliardi, Project Manager, on this 3rd day of July, 2013.

Signature: _____

Mark Gagliardi



EASTB-2 OP ID: OS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	415-493-2500	CONTACT NAME:	
	415-493-2505	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Riverport Insurance Company	36684
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			RIC0012498	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liability						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Incl. Sexual Abus				11/01/12	11/01/13	GENERAL AGGREGATE \$ 3,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Emp Ben. \$ 1M/3M
A	AUTOMOBILE LIABILITY			RIC0012498	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			REL0012499	11/01/12	11/01/13	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ NIL						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are named as Additional Insureds for General Liability but only as respects operations of the Named Insured, per attached endorsements CG 20 10 07 04 & CG 00 01 12 04. Insurance is Primary. No retro date for Professional Liability E&O. RE: Recycling and Related Services

CERTIFICATE HOLDER	CANCELLATION
City of Oakland Public Works Agency Cont Serv Attn: Calvin Hao 250 Frank H Ogawa Plaza, #4314 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers Public Works Agency Contract Services Attn: Calvin Hao 250 Frank H Ogawa Plaza, Suite 4314 Oakland, CA 94612	Recycling and Related Services
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE						DATE Jul 18, 2013				
PRODUCER NonProfits' United Workers' Compensation Group 431 I Street, Suite 200 Sacramento, CA 95814 Arthur J. Gallagher Risk Management Services One Market Plaza, Spear Street Tower, Suite 200 San Francisco, CA 94105 Phone: (916) 868-6231 Fax: (916) 880-5251				THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
INSURED Civicorps Schools 101 Myrtle Street Oakland, CA 94607				INSURERS AFFORDING COVERAGE						
				INSURER A: NonProfits' United Workers' Compensation Group						
				INSURER B: Safety Natl Cas Corp [NAIC # 15105]						
				INSURER C:						
				INSURER D:						
INSURER E:										
COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.										
THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF COVERAGE			POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS			
	GENERAL LIABILITY						EACH OCCURRENCE	\$		
	COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE (Any one fire)	\$		
	CLAIMS MADE	OCCUR					MED EXPENSE (Any one person)	\$		
	GENERAL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$		
	POLICY	PROJECT	LOC				GENERAL AGGREGATE	\$		
							PRODUCTS-COMP/OP AGG	\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$		
	ANY AUTO							\$		
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$		
	SCHEDULED AUTOS							\$		
	HIRED AUTOS						BODILY INJURY (Per accident)	\$		
	NON-OWNED AUTOS							\$		
							PROPERTY DAMAGE (Per accident)	\$		
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY			NPU-WCG 001-2013	1/1/13	1/1/14	WC STAT LIMITS	X	OTHER	
							E.L. EACH ACCIDENT	\$ 500,000		
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000		
							E.L. DISEASE - COVERAGE LIMIT	\$ 500,000		
B	OTHER EXCESS Workers' Compensation			SP 4047536	1/1/13	1/1/14	\$100,000,000 x \$500,000 WC \$2,000,000 x \$500,000 EL			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS Evidence of Workers' Compensation Coverage: Waiver of Subrogation provided by Endorsement NPUWCG-CVCSCH-026; Project: Recycling and Related Services										
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:			CANCELLATION					
City of Oakland PWA - Contract Services 250 Frank H Ogawa Plaza Suite 4314 Oakland, CA 94612 ATTN: Calvin Hao		NPUWCG-CVCSCH-026			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					



**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY
WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

**NonProfits' United Workers' Compensation Group
Memorandum of Coverage: NPU-WCG 001-2013**

This endorsement modifies the coverage provided under the following:

Memorandum of Coverage: PART ONE: WORKERS' COMPENSATION

COVERAGE Paragraph H. RECOVERY FROM OTHERS is amended with respect to the following: Name and Address of Person or Organization:

*City of Oakland
PWA - Contract Services
250 Frank H Ogawa Plaza, Suite 4314
Oakland, CA 94612*

DESCRIPTION OF OPERATIONS/LOCATIONS ADDED BY ENDORSEMENT:

- The City of Oakland, its Councilmembers, directors, officers, and, employees for all work performed by Consultant, its employees, agents and subconsultants in regards to Project: Recycling and Related Services.

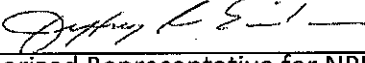
NPU-WCG waives any right of recovery it may have against the person or organization shown above because of payments made by NPU-WCG for injury or damage arising out of the Members' operations done under a contract with that person or organization shown above and included in the coverage provided by the Memorandum of Coverage. This waiver applies only to the person or organization shown on the Schedule Above.

**This endorsement is part of the Memorandum of Coverage and is effective on the date shown below.
All other terms and conditions remain unchanged.**

Effective Date: January 1, 2013 **Expiration Date:** January 1, 2014

Member: Civicorps Schools

Endorsement No: NPUWCG-CVCSCH-026 **Date Issued:** Jul 18, 2013


Authorized Representative for NPU-WCG

CITY OF OAKLAND

NON-PROFIT BUSINESS TAX CERTIFICATE

ACCOUNT
NUMBER
134481

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

BUSINESS NAME CIVICORPS SCHOOLS

EXPIRATION DATE

12/31/2013

BUSINESS ADDRESS 101 MYRTLE ST
OAKLAND, CA 94607-2543

BUSINESS TYPE F - Professional/Semi-Professional



EAST BAY CONSERVATION CORPS
BRIAN HICKEY
101 MYRTLE ST
OAKLAND, CA 94607-2543

MAILING ADDRESS



Public information above
this line to be
conspicuously posted!

CITY OF OAKLAND

NON-PROFIT BUSINESS TAX CERTIFICATE

ACCOUNT
NUMBER
2476959

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

BUSINESS NAME CIVICORPS SCHOOLS

EXPIRATION DATE

12/31/2013

BUSINESS ADDRESS 6315 SAN LEANDRO ST
OAKLAND, CA 94621-3727

BUSINESS TYPE F - Professional/Semi-Professional



EAST BAY CONSERVATION CORPS
BRIAN HICKEY
101 MYRTLE ST
OAKLAND, CA 94607-2543

MAILING ADDRESS



Public information above
this line to be
conspicuously posted!



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to
Civicschools

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Dagensburg
Shelley Dagensburg
Senior Contract Compliance Officer

06-11-12
Date



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name Civicorps Schools

(2) Business Contact Person: (Name/Title) Brian Hickey

(3) Business Contact Person: (Phone/E-mail) 510 992-7838 / brian.hickey@cvcorps.org

(4) Business Headquarters Address 101 Myrtle Street, Oakland, CA 94607

(5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below:

(6) The above named company is currently responding to the following contract opportunity:

Title: _____

Project Number: _____

Name of City Contact/Project Manager/Agency/Department _____

Phone/ e-mail _____

A

☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona

Signed (Business Owner) [Signature] Date 7/17/13

B

☐ * I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed).

Signed (Business Owner) _____ Date _____

* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent 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, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility, and"



Schedule C-1
**"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"**

(For use by all city departments on construction contracts)
(To be completed by the prime)

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

I certify that I will comply with the Americans with Disabilities Act by:

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

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that:

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



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects). In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to Construction Services projects).

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit Form may be located on the City's website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

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

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

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

7/17/13
Date

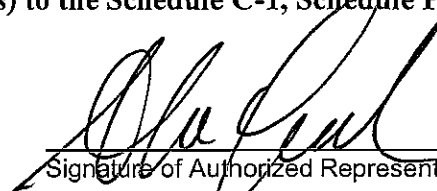
Civcorps Schools
Company Name

101 Myrtle Street
Address

Oakland
City

CA
State

94607
Zip


Signature of Authorized Representative
Alan Lessik
Type or Print Name

Executive Director
Type or Print Title

(510) 992-7800 / alan.lessik @
Phone/Email
civcorps.org



DEPARTMENT OF CONTRACTING AND
PURCHASING
Social Equity Division
Phone: 510-238-3970 Fax: 510-238-3363

OWNERSHIP, ETHNICITY and GENDER QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name Civicrops Schools Phone (510) 992-7800

Street Address 101 Myrtle Street City Oakland State CA Zip 94607 Federal ID # 94-2941068

City of Oakland Business License Number 134481 Completed by: Brian Hickey Phone if different from above _____

(Please check one and explain below)

☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation California

☐ Partnership, General or Limited _____ Names of Partners _____

☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners	1		1	8			
% Of Total Ownership	10		10	80			
Women				4			
Joint Venture Ownership							

Part II: CERTIFICATIONS

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

☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☒ Oakland Certified Local Business Enterprise Cert # 4644 Expiration Date 12/31/2013
☐ Other _____ Cert # _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male							Female				
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management	1.00					1.00								
Professional	24.00	10.00	3.00		1.00	5.00	1.00		1.00		2.00	10.00	1.00	
Technical														
Clerical	1.00	1.00							1.00					
Trades	16.00	7.00	1.00			6.00	3.00		3.00		1.00		2.00	

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

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



Print Name Alan Lessik

Title Executive Director

Date 7/17/13

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

Prime consultants shall list ALL subconsultants regardless of tier and their approximate percentage of work. All percentages must total 100%. Only the subconsultants listed below may be used. The prime agrees that no company changes will be made to this listing without written approval of the City. Companies must be certified by the City prior to submittal in order to receive Local/Small Local Business Enterprise (LBE, SLBE) credits.

Prime Consultant Signature:

John Doe

7/17/13

Attach additional pages if necessary.

Contractors are required to identify the ethnicity and gender of the majority owners of listed firms. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

(M = Male) (F = Female)

Pending Dispute Disclosure Form

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 or transaction involving:

- 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.

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.

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.

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.

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.

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No ☒ Yes ☐ (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

(check) ☐ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: _____

Print Name: Alan Lessik

Title: Executive Director Date: 7/15/13

SCHEDULE M, Part A

INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT: **number – Recycling and Related Services**
 CONTRACTOR: **Civicorps**
 SSN# or Corporate Taxpayer ID# : **94-2941068**

Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

If your company is a corporation, it is not necessary to complete the remainder of this form if you attach a copy of your firm's Certificate of Corporate Good Standing issued by the State of California. The certificate may be obtained at www.kepler.sos.ca.gov.

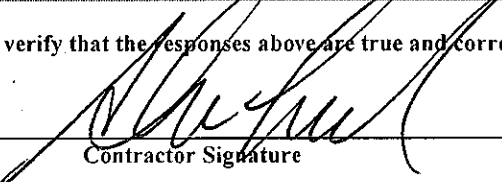
corporation - See attached - **Yes** **No**

1. Prior to this contract, have you performed services for the City? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the work (for which your services are contemplated) to be done? If yes, please describe what you are expecting (or have received) in the way of training or direction.		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		
6. Please provide the date on which you expect to complete your services under the contract.		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
8. If the response to No. 7 is 'Yes', has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than supplies and equipment, do you anticipate incurring any <u>non-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. <u>Within the past two years</u> have you performed the same type of services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed.		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		
13. Within the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
14. Do your employees help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate #)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County-issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with 'Yes', are the services represented in your answers the same type of services you will be performing for the City?		

Yes No

19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes.		
21. Please indicate whether you object if the City decides to treat you as a short-term contract employee rather than an independent contractor and the reason for your objection.		

I verify that the responses above are true and correct.

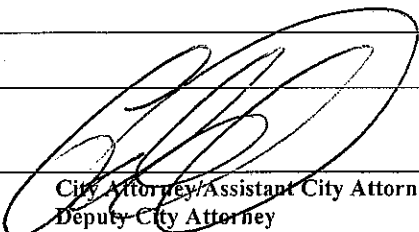

Contractor Signature

7/19/19
Date

FOR CITY USE ONLY

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

see attached


City Attorney/Assistant City Attorney/
Deputy City Attorney

7/31/13
Date



Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, July 12, 2013. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CIVICORPS SCHOOLS
Entity Number:	C1180362
Date Filed:	04/11/1984
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	101 MYRTLE STREET
Entity City, State, Zip:	OAKLAND CA 94607
Agent for Service of Process:	ALAN LESSIK
Agent Address:	101 MYRTLE STREET
Agent City, State, Zip:	OAKLAND CA 94607

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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SCHEDULE M

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT

Contracting Dept. or Agency: Public Works Agency
Dept. or Agency Liaison: Mark Gagliardi (Ext: 6262)
Name of Contractor: Civicorps
Contractor EIN or SSN: 94-2941068

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney before submission of contract.

1. Briefly describe the work to be performed by the Contractor. Provide Recycling Hotline Interns; Support Grant-funded Oil Recycling Activities; Support grant-funded Oil Recycling program; Provide multi-family recycling support services; Provide bicycle locker cleaning services; Provide Recycling Collection Service to City Facilities
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? Contractor is a non-profit corporation. All work will be performed by Contractor's employees &/or job training program participants.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? As needed, in addition to performance standards described in the contract Scope of Work
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. Daily supervision of job training program participant interns. Minimum monthly performance monitoring of other deliverables.
5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? Work is ongoing, and will continue through the end of the contract term.
6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). Job training program participant internship placement is in City offices. Oil recycling support activities occur at retail establishments in Oakland. Multi-family recycling support services occur at residences in Oakland; Bicycle locker cleaning occurs at public locations in downtown Oakland; Recycling collection is from City facility locations.
7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) N/A
9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. Payment to Contractor for job training program participant interns is \$20.71 per hour. All other activities are paid upon completion of deliverables detailed in the Scope of Work.
10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. See #9 above

Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance ("Ordinance"), codified in the Oakland Municipal Code, requires that employers under contract with the City to furnish services equal to or greater than \$25,000 and recipients of City financial assistance equal to or greater than \$100,000 shall pay their employees a prescribed minimum level of compensation for the time their employees work on City of Oakland contracts. The employer or recipient of City financial assistance agrees:

1. To pay their employees a Living Wage no less than \$11.96 per hour with health benefits, or \$13.75 per hour without benefits, and to provide annual increases effective July 1 each year, pursuant to Section 3-A "Wages" of the Ordinance and 3-C "Health Benefits" of the Ordinance.
2. To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
3. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and to 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, <http://www.irs.gov> for guidelines as prescribed by the Internal Revenue Service and the Earned Income Tax Outreach Kit at <http://eitcoutreach.org>.
4. To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
5. Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire:	Response	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	37	
(2) How many permanent employees are paid above the Living Wage rate?	37	
(3) How many permanent employees are paid below the Living Wage rate?	0	
(4) Number of compensated days off per employee?	15-25	Depending on length of employment
(5) Number of trainees in your company?	85	corps member / Interns
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days?	0	

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

Civicschools
Company Name

101 Myrtle St, Oakland, 94607
Address

(510) 992-7800 7/17/13
Phone Date

Alan Lessik
Signature of Authorized Representative

Alan Lessik
Type or Print Name

Executive Director
Type or Print Title



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative Mark Gagliardi Phone 238-6262 Project Spec No. na

Department PWA ESD Contract/Proposal Name Recycling and Related Services

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 Civicorps Schools Phone (510) 992-7800

Street Address 101 Myrtle Street City Oakland, State CA Zip 94607

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

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

Individual or Business Name _____ Phone _____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

Signature

Alan Lessik

Print Name of Signer

Date

7/17/13
Executive Director

Position

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

Date Received by City: / / By

Date Entered on Contractor Database: / / By