

**REQUEST FOR QUALIFICATIONS (RFQ)
OAKLAND MUNICIPAL IDENTIFICATION/STORED VALUE CARD**

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I. INTRODUCTION

The City of Oakland (the “City”) is soliciting Request for qualifications (RFQ) from qualified vendors and service providers who are able to provide or utilize their own systems to produce and distribute customized and secured Oakland Municipal Identification Cards with the capacity to facilitate certain payment functions and possibly interface with some of the existing City of Oakland systems.

Vendors or service providers must submit a total price quote with required operating system components and/or a request for qualifications that provides details and quotes on one or more of the following service requests:

1. A detailed quote for an in-house system to be purchased and/or leased by the City of Oakland to perform intake, processing, identity verification and distribution of a secured municipal identification card with defined system components and service capacity as specified in the Scope of Services section (*In House System RFQ*);
2. A detailed service RFQ to perform intake, processing, verification and distribution of a secured municipal identification card with defined service capacity as specified in the Scope of Services section with or without a financial services (stored value card) component (*offsite Production & Financial Service RFQ*);
3. A detailed RFQ from financial services institutions and/or financial services providers for a stored value card component that provides additional functionality to the Municipal ID card as specified in the Scope of Services section (*Financial Services Component RFQ*)

Services, including legal documentation, customer disclosures and customer support, must be made available in at least the following five languages: English, Spanish, Cantonese, Mandarin, and Tagalog. In addition, to these five languages, respondents should address any other language capabilities they may be able to offer.

The City encourages respondents to submit the most comprehensive possible (for one or more of the three proposed service components described above), offering the highest quality of service and card and system security to initiate the City Council approved Oakland Municipal ID Card program. While the intention is to be a cost covered program, it is the City’s desire to maximize the Municipal ID card security features to discourage forgery, counterfeiting and other fraud related to the misuse of the Oakland Municipal ID card; of equal consideration is a service-oriented and responsive relationship with the selected contractor(s) and/or financial institution(s).

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of this RFQ, if you believe that alternative solutions would be beneficial to the City, we invite you to offer them.

The City reserves the right to reject any and all RFQ, cancel all or part of this RFQ, waive any minor irregularities and request additional information from proposing contractor(s) and or financial institution(s). By requesting RFQ, the City is in no way obligated to award a contract or pay expenses of the proposing contractor(s) and or financial institution(s) in connection with the preparation or submission of a RFQ.

The City's decision to award a contract(s) will be based on many factors, including but not limited to, service, cost, security, financial strength and innovation. No single factor, such as cost, will determine the final decision to award. The City may award a single or multiple contracts to one or more parties. The City may determine to contract for the proposed services to be performed on a completely outsourced basis, or offer or perform all or part of the services itself with the service providers' help. The City reserves the right to modify the City's objectives and requirements at any point, including, but not limited to, during the period prior to submittal deadlines (by RFQ Addendum) and during the period of negotiation, without liability, obligation, or commitment to any party, firm or organization for costs incurred in responding to this RFQ, RFQ Addendums or subsequent modifications of the City's objectives and requirements prior to execution of a contract.

II. PROJECT DESCRIPTION

The City seeks a range of bids and RFQ in order to secure the best system and desired financial services for the City of Oakland Municipal Identification program and Muni ID card holders.

III. SCOPE OF SERVICES

The Oakland Municipal ID card must be unique to the City of Oakland and be produced with the highest integrated security measures to protect against counterfeit reproduction.

The contractor(s) and/or financial institution(s) team's scope of services must include, but is not limited to the following:

A. In House System RFQ

1. Required System Components:

- a. A closed-loop applicant intake system (software) which meets The City of Oakland's Network security requirement which include and is not limited to functionality within the confines of our secure network behind perimeter firewalls, meets our encryption policies, and, maintained wholly by the City of Oakland and is autonomous, with a secure non-proprietary customized database structure for limited data preservation in accordance with Municipal ID ordinance requirements as defined by City of Oakland
- b. Foreign document authentication system component in compliance with Department Of Justice identity verification standards

- c. Biometric (facial) identification capture and verification system;
- d. Laser engraving printer with direct data print capacity
- e. Stock of 5,000 laser engraved cards in accordance with the Municipal ID card specifications
- f. System design must be able to accommodate and integrate with the City of Oakland's current POS system.

2. Card System Capacity/Operating Requirements:

- a. Biometric photo must be linked to applicant identifier information
- b. Authentication module must be linked to applicant identifier information
- c. Oakland Municipal ID card must preserve all of the above information *except* the applicant's residential address

3. Card Validation/Verification Requirements:

- a. Service must include processes and technologies for verifying the validity of the issued cards on a 24/7 basis under secure conditions; service provider must be able to work with City departments and authorized personnel to establish a workable validation process, which may require access to a secure database for card verification purposes and/or the development of interfaces between the service provider and City systems; respondents should describe how their proposed validation/verification services would work and support City needs
- b. Oakland Municipal ID card database must be available on a 24/7 basis to Oakland Police Department Dispatch Facilities for identity verification

B. Both In House System and Offsite Service Provider RFQ

1. Municipal ID card Specifications:

- a. Security Specifications – Per Department of Justice standard, security features shall include, but may not be limited to the following:
 - Card stock inventory serialized by laser engraving
 - Embedded watermark
 - Fine line pattern
 - Invisible Ink
 - Microtext
 - Foil City seal
 - Holographic lamination at point of issuance

- Rainbow printing
- Optical character Reader-Type B
- Changeable Laser imaging
- Laser Etching
- Ability to view image through Ultra Violet lighting
- biometrics features
- CLI image changes

b. Identification Card Specifications - card must be issued by a laser engraving printer bearing the following information:

- Full legal name
- Date of birth
- Eye Color
- Hair Color
- Weight
- Height
- Residential address
- Registration Number
- Issuance date
- Expiration date
- Application signature
- Photo (Biometric for In-House system RFQ)
- Optional information, i.e., allergies, emergency contact

c. The Operational specifications:

- Oakland Municipal ID card must possess a recordable and readable magnetic stripe and/or embedded chips that can facilitate select financial transactions for card holder
- Please explain your system's capacity to interface with POS (Point of Sales) systems. Please explain your system's interface capacity and specify any development work required for the POS interfaces including specific quotes for such development work.
- Oakland Municipal ID card may include capacity to interface with some of the existing Oakland systems listed on *Attachment A-1*. Please explain your system's interface capacity and specify any development work required for such interfaces including specific quotes for such development work.
- Oakland Municipal ID card may include capacity to interface with some of the existing public agencies within the City of Oakland listed on *Attachment A-2*. Please explain your system's interface capacity and specify any development work required for such interfaces including specific quotes for such development work.

C. Financial Services RFQ / Stored Value Card Services

1. Reloadable / Account-based Stored Value Card Services:

- a. Describe your institution's experience and capabilities in providing reloadable / account-based stored value card services. Can your company or institution integrate reloadable/account-based stored value card features onto the Municipal ID Card? What technology and system processes would need to be deployed? What type of stored value or pre-paid cards does your company or institution currently offer?
- b. Please explain your system's capacity to interface with POS (Point of Sales) systems. Please explain your system's interface capacity and specify any development work required for the POS interfaces including specific quotes for such development work.
- c. Oakland Municipal ID card may include capacity to interface with some of the existing Oakland systems listed on *Attachment A-1*. Please explain your system's interface capacity and specify any development work required for such interfaces including specific quotes for such development work.
- d. Oakland Municipal ID card may include capacity to interface with some of the existing public agencies within the City of Oakland listed on *Attachment A-2*. Please explain your system's interface capacity and specify any development work required for such interfaces including specific quotes for such development work.
- e. What are the key features and terms associated with your reloadable / account-based stored value card (i.e., card acceptance, limitations, and restrictions, customer support, liability for card use, PayPass, etc.)?
- f. Describe any rewards, rebate or incentive programs for the cardholder (i.e., ThankYou points, mileage rewards, etc.)?
- g. Please provide the costs to the cardholders including, but not limited to, the following features and services:
 - Enrollment / activation
 - Monthly account maintenance and/or other service charges
 - Monthly inactivity fee
 - Transaction fees
 - Minimum balance
 - Redemption rights
 - Additional cards/replacement of cards
 - PIN purchase

- Processes and payment mechanisms for reloading card online, at ATMs, kiosks and merchant sites; ability to reload with cash, check, or Direct Deposit
- Availability of printable electronic statement and receipts
- Balance inquires (online, email, phone, etc.)
- Internet account access: how established and accessed

2. Reloadable / Account-based Stored Value Card Components:

- a. Describe in detail the technology and systems components of your stored value cards; what requirements and/or limitations or restrictions would be associated with integrating stored value card features onto the Municipal ID Card?
- b. If the Municipal Identification component was provided by a different service provider, describe the extent to which your company or institution would be able to work with the other service provider to provide the stored value components.
- c. What options are available to the cardholder to load funds onto their card? Describe the online and offline reloadability options; provide a list of all offsite locations where a cardholder can reload and any plans for expanding the available sites; identify the payment mechanisms accepted for reloading value.
- d. Identify your company's or institution's management and their qualifications and experience with respect to stored value products. Describe your company's institution's management oversight and risk management process. Provide information about the internal compliance function at your company or institution; identify responsible personnel and the reporting structure.
- e. Describe the privacy protections and security measures for a reloadable/account-based stored value card program. Enclose a copy of your proposed Privacy Policy for the stored value accounts. Provide a copy of your information security plan. Include copies of information security and operational audits (independent or internal?) of your existing stored value card operations for the last three years.
- f. Describe the roles of any intended sub-contractors, where they are located and where their services would be performed. Describe the due diligence and review process used to select sub-contractors.
- g. Provide a copy of your disaster recovery and business continuity plan.
- h. What anti-fraud and red flags for identity theft measures are deployed?

- i. Describe how Office of Foreign Assets Control (“OFAC”) checks are conducted on cardholders and cardholder activity.
- j. Describe measures taken to comply with applicable anti-money laundering laws and/or anti-money laundering concerns.
- k. Describe all licenses required for provision of the stored value card products. Are you chartered as a bank, state licensed to provide money service businesses, registered with FinCEN, etc.? If no licenses are required, please explain why.
- l. Describe how your company or institution complies with applicable state escheat requirements.
- m. Describe cardholder services and benefits.
- n. Describe customer support services; describe the distribution channels for customer support (what mechanisms – toll-free phone, website and local in-person services); describe when customer support will be available (hours each day of the week per distribution channel).
- o. The City may require that its service providers maintain a local office (in Oakland and/or the greater San Francisco Bay area) to provide customer support. Describe your company’s or institution’s ability to establish or maintain a local office.
- p. The City may determine that customers need initial training on the use of the stored value card; describe your company’s or institution’s ability to offer on-site training for new card customers and/or work with local community groups in providing such training.
- q. Describe customer complaint and dispute mechanisms; provide specifics about the customer complaint investigation and resolution process.
- r. What is the liability protection for a cardholder, please describe in detail. How does your company or institution comply with Regulation E of the Federal Reserve Board?
- s. Provide copies of proposed consumer disclosures (online, at point of sale, and provided with and on the card itself.)
- t. What languages can you offer the services in, including for all legal terms and disclosures and customer support services?

- u. Describe any government investigation and enforcement actions taken with respect to your card services operations and any cited regulatory violations in the last five years. Summarize any material litigation pending or threatened; estimate the related financial exposure.
- v. In what ways do you expect the current technology and systems to change? Describe anticipated maintenance and upgrade requirements. How often do you anticipate that you will need to replace the cards, upgrade the card technology, and upgrade related systems? The City requires that the cards issued must have card lives of at least two years before needing to be replaced.
- w. In what ways may the current functionality offered through your stored value card products be expanded in the future? Would you anticipate offering an initial level of functionality and service which could be expanded or enhanced in future years and if so, under what conditions?
- x. In addition to stored value card capabilities, the City is interested in obtaining other financial services and financial products for Municipal ID Card holders. What other financial services and financial products can you offer? Please describe in detail these products and services, related terms and restrictions and proposed pricing.
- y. Can you assist the City in achieving a self-supporting Municipal ID Card program through revenue-sharing and other means? Please provide a proposed fee structure to cover all operating costs of the City's Municipal ID Card program (i.e., proposed revenue sharing/revenue split with City). Provide one or more fee structure alternatives; describe the benefits and drawbacks of the different fee and revenue arrangements.
- z. The City is concerned that cardholders not pay high service costs. How could direct costs to the cardholders for the stored value card services be avoided or mitigated (e.g., through network fees on participating merchants, etc.)?

IV. THE RFQ

A. GENERAL INFORMATION

1. To facilitate clear communication and to achieve equitable dissemination of information, a pre-submittal conference will be held on Monday, February 8, 2010, at the following time and location:

Time: 10:00 am – 12 Noon
 Location: City Of Oakland, City Hall
 One Frank H. Ogawa Plaza
 Hearing Room 2
 Oakland, CA 94612

2. The pre-Submittal conference will cover the following agenda items:
 - a. Project information.
 - b. Local and Small Local Business Enterprise (L/SLBE) Program
 - c. The Living Wage Ordinance.
 - d. The Equal Benefits Ordinance
 - e. Prevailing Wage requirement, if applicable
 - f. Prompt Payment Ordinance and Forms
 - g. RFQ submittal requirements.
 - h. Questions by attendees.
3. The successful proposer selected for this project shall provide proof of a current City of Oakland Business License.
4. The City Council reserves the right to reject any and all bids.
5. The City's Local and Small Local Business Enterprise Program

The City of Oakland's Local and Small Local Business Enterprise Program (L/SLBE) is waived on this project. The City's database of certified firms does not contain at least three firms listing Foreign document authentication system, Biometric (facial) identification capture and verification system, and reloadable stored value card services. Therefore, the L/SLBE program is hereby waived. However, successful proposers may be asked to become certified under the City's L/SLBE program within a specified time period after contracts are executed.

For tracking purposes, the proposers are asked to show the percentage and dollar amount of Minority Business Enterprise (MBE) /Women's Business Enterprise (WBE) participation on all sub-contractor listings. Proposers are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-contractors and sub Contractors and be prepared to provide documentation that demonstrates the methodology used to select all sub-contractors.

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

6. The City's Living Wage Ordinance - Attachment B

Any agreement awarded hereunder for the provision of services directly to the City of Oakland that are in excess of \$25,000.00, including but not limited to equipment or

software support/maintenance agreements, are subject to the Oakland Living Wage Ordinance, Oakland Municipal Code, Title 2, Chapter 2.28. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$10.83 with health benefits or \$12.45 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>. for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the

City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require sub Contractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

7. Professional Service Agreement - Attachment C

This Agreement is subject to the attached Professional Service Agreement. Please note that the City will not consider changes to its standard agreement.

8. Insurance Requirements - "Attachment D"

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

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

Unless a written waiver is obtained from the City's Risk manager, Contractors must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached and incorporated herein by reference as Attachment D. Liability insurance shall be required in accordance with Schedule Q.

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

When providing the insurance, the Certificate Holder should be listed as: City of Oakland, DCP-Contract Administration, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

9. City Contractor Performance Evaluation – **Attachment E**:

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

10. Equal Benefits Ordinance "**Attachment F**"

This Agreement may be 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 Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

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

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

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

11. Prompt Payment Ordinance “Attachment G”

Any agreement awarded hereunder for the provision of goods and/or services directly to the City of Oakland, of any amount, are subject to the Prompt Payment Ordinance, Oakland Municipal Code, Title 2, Chapter 2.06. Contractors and their subcontractors are required to pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices, unless the Contractor / subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor / subcontractor and claimant, in which case the Contractor / subcontractor may withhold the disputed amount but is required to pay the undisputed amount.

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

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

Contractors and their subcontractors are required to include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a

City of Oakland purchase contract.

Contractors will be required to prepare and submit the following documents (attached) during the course of the contract:

- Prompt Payment Invoice Transmittal
- Affidavit Reporting Subcontractor Payments and

Contractors will be required to contest payments on the following form (attached):

- Prompt Payment Complaint & Investigation Form.

For more information regarding the Prompt Payment policy please contact the Prompt Payment Liaison, Vivian Inman at 510-238-6261.

12. Non-Discrimination/Equal Employment Practices

The City of Oakland prohibits contractors from discriminating or permitting discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractors will be required to agree as follows:

- a. Contractor and Contractor's sub Contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers'

representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing **Schedule D** ("Ownership, Ethnicity and Gender Questionnaire"), **Schedule E** ("Project Contractor Team) attached and incorporated herein and made a part of this Agreement, and **Schedule F, Exit Report and Affidavit**, attached and incorporated herein and made a part of this Agreement.
- f. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- g. In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability
- h. In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

At the request of City Council, the Contract Compliance and Employment Services Division of the City Administrator's Office will monitor contracting activity for unlawful discrimination based on race, ethnicity or gender, and make periodic reports to the City Council. Furthermore, the City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.

(510) 238-7370

LBE/SLBE Vivian Inman, Contract Compliance Officer
Department of Contracting and Purchasing
(510) 238-6261

License, insurance, etc.: Gwen McCormick, Contract Administration
Department of Contracting and Purchasing
(510) 238-6185

17. All responses to the RFQ become the property of the City.
18. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the RFQ.
19. The City reserves the sole right to evaluate each RFQ and to accept or reject any or all RFQ received as a result of the RFQ process.
20. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all proposers and to waive any defects as to form or content of the RFQ or any responses by any proposer.
21. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
22. Once a final award is made, all RFQ responses and all attachments, exhibits and addendums, etc., except confidential financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
23. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Seven (7) copies of the RFQ are due at the Office of the City Clerk **no later than Wednesday, March 17, 2010 at 2:00pm**. Your RFQ may be sent via overnight mail or hand delivered to:

Ms. LaTonda Simmons, City Clerk
City of Oakland, City Hall
One Frank H. Ogawa Plaza
2nd Floor, Suite 201
Oakland, CA 94612,

All RFQ submitted via US Mail or Common Carrier must be delivered in a sealed package and the package must reference the project name, submittal date, time and location of the RFQ on the outside of the package or the documents **may not be** accepted.

C. REQUIRED RFQ ELEMENTS AND FORMAT

1. Transmittal Letter

- a. Addressed to **Ms. LaTonda Simmons**, Signed by an officer of the proposer. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Proposer

- a. In response to this RFQ, the proposer shall be a(n):
 - ID cards technology and system provider
 - Stored value or prepaid card system provider
 - Bank/ Financial institution
- b. Sub Contractors: list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

3. Project Personnel

- a. Prime(s): Provide a detailed resume of the proposed principal-in-charge, lead Artist, and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience. The Proposer

shall be a professional currently licensed in the State of California. DO NOT SUBMIT OTHER RESUMES.

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

4. Relevant Experience

Please address the items below with examples if applicable. If the proposer has worked together collaboratively, please include a description of this work.

- a. Describe experience in providing the necessary services and project management of at least three (3) projects similar in size and scope to this project.
- b. Describe experience and qualifications for proposed services include, but are not limited to the following:
 - Providing an in-house system to be used by City of Oakland to perform intake, processing, verification, and distribution of a secured municipal identification card with required identified system components and service capacity as listed in the Scope of Services section
 - Providing a service for perform intake processing, verification, and distribution of a secured municipal identification card with required service capacity as listed in the Scope of Services section with or without the stored value/prepaid card component
 - Providing the stored value/prepaid card component to the Municipal ID card holders as listed in the Scope of Services section
- c. Describe experience and ability to work effectively with City staff, community groups, and other stakeholders, and addressing the various interests in developing a successful project.

5. Project Approach and Organization

- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements, and what special approaches your team will feature to control these elements.
- b. Describe how you intend to interface with City staff and the community.

6. References

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

7. Hourly Billing Rates

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

8. Required Exhibits - Please see listing of required documents under Section VIII of the Table of Contents. Submit all of the required documents with your RFQ.

- A. Declaration of Compliance with ADA (Schedule C-1)
- B. Ownership, Ethnicity, Gender Questionnaire (Schedule D): To be completed by prime contractor and all sub-consultants.
- C. Project Consultant Team (Schedule E): To be completed by prime consultant only.
- D. Independent Consultant Questionnaire – Part A (Schedule M)
- E. Declaration of Compliance/Living Wage Ordinance. (Schedule N)
- F. Equal Benefits – Declaration of Nondiscrimination (Schedule N-1)
- G. Campaign Contribution Limitations and Reporting (Schedule O)
- H. Nuclear Free Zone Disclosure (Schedule P)
- I. Insurance Requirements - Professional and Specialized Services (Schedule Q)
- J. Compliance Commitment Agreement (Schedule U)
- K. Affidavit of Non-Disciplinary or Investigatory Action (Schedule V)

D. REJECTION OF RFQ ELEMENTS

The City reserves the right to reject any or all RFQ, whether or not minimum qualifications are met, and to at any point modify RFQ and project requirements, and to postpone, or cancel the RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a RFQ. **Furthermore, there is a RISK OF RFQ BEING REJECTED for any of the following reasons:**

- 1. RFQ received after designated time and date.
- 2. RFQ not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- 3. RFQ not containing the required elements, exhibits, nor organized in the required format.

4. RFQ considered not fully responsive to this RFQ.
5. RFQ contains excess or extraneous material not called for in the RFQ.

V. EVALUATION PROCESS (Suggested format only)

A. EVALUATION OF RFQ

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

1. RELEVANT EXPERIENCE (25 points)
 - a. Past, recently completed, or on-going projects that will substantiate experience.
 - b. Experience on at least three (3) projects providing services similar to those described in this RFQ.
 - c. Prior experience and ability to work with City staff, community groups, and other stakeholders, and addressing the various interests in developing a successful project.
 - d. Respondents must provide sufficient information for City to conduct due diligence/background checks on the proposed provider.
2. QUALIFICATIONS (5 points)
 - a. Professional background and qualifications of team members and firms comprising the team.
3. ORGANIZATION (20 points)
 - a. Current workload.
 - b. Available staff.
 - c. Resources.
 - d. Capacity and flexibility to meet schedules, including any unexpected work.
 - e. Ability to perform on short notice and under time constraints.

- f. Cost control procedures in design and construction.
 - g. Ability to perform numerous projects at the same time.
4. APPROACH (20 points)
- a. Understanding of the nature and extent of the services required.
 - b. A specific outline of how the work will be performed.
 - c. Awareness of potential problems and providing possible solutions.
 - d. Special resources the team offers that are relevant to the successful completion of the project.
5. Local and Small Local Certified Business Participation (2-5 Points)
6. OTHER FACTORS (10 points)
- a. Presentation, completeness, clarity, organization, and responsiveness of RFQ.

B. INTERVIEW OF SHORT-LISTED PROPOSER

1. It is anticipated that approximately three proposers will be invited to interview. The selected proposer will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
2. The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The proposer should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFQ, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
3. Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:

- a. Presentation: 40 points

Scoring criteria is similar to that of the RFQ criteria.

- Relevant Experience
- Qualifications.
- Organization.

- Approach.
- Other Factors

b. Request for RFQ Submittal: 25 points

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

c. Interview / Questions: 35 points

VI. SELECTION PROCESS

A. CONTRACT NEGOTIATIONS

1. The completion of the interview process will result in the proposers being numerically ranked. The team ranked first will be invited to participate in contract negotiations. Should the City and the first ranked team not be able to reach an agreement as to contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the team that is next in line, and proceed down the list as necessary until an agreement is reached or the list is exhausted.
2. The contract amount (including reimbursables) shall be a not-to-exceed amount, to be established based upon a mutually agreeable Scope of Services and fee Schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.

B. CONTRACT AWARD

1. Upon successful completion of the negotiations, a request by City staff to the City Council will be made to authorize the award of the contract to the selected team.
2. A City of Oakland professional services agreement is included in this RFQ as **Attachment "C"**. The selected team will be required to enter into a contract with the same terms and conditions. The City will not make any modifications to its standard agreement terms and provisions.
3. Upon authorization to award the contract by the City Council and execution of the contract and completion and submission of required schedules and other documents, the City will issue a Notice to Proceed.
4. The selected team and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the team and its other members may be required to undergo an evaluation to demonstrate that the team uses recognized accounting and financial procedures. **END OF RFQ**