

**DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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.

The Contractor certifies that it 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.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title



**SCHEDULE D**  
**OWNERSHIP, ETHNICITY and GENDER**  
**QUESTIONNAIRE**

**Part I: OWNERSHIP & ETHNICITY of PRIME:**

Firm or Individual Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ federal ID # \_\_\_\_\_  
 City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different from above \_\_\_\_\_.

(Please check one and explain below)

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation \_\_\_\_\_
- 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							
% Of Total Ownership							
Women							
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 # \_\_\_\_\_ 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														
Professional														
Technical														
Clerical														
Trades														

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 \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

**PROJECT CONSULTANT TEAM**

Name and Address of All Firms Participating (Prime and Sub consultants)	Check if LBE	Check if SLBE	Check if MBE**	Check if WBE**	Check if DBE	Nature of Participation	% of Project Work	Dollar Value of Participation*
<b>PRIME CONSULTANT</b>								
Name								
Address								
City/State/Zip								
<b>SUB CONSULTANTS</b>								
Name								
Address								
City/State/Zip								
Name								
Address								
City/State/Zip								
Name								
Address								
City/State/Zip								
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City/State/Zip								
Name								
Address								
City/State/Zip								
<b>TOTALS</b>								

Name - Authorized Officer of Prime Consultant Firm (Print or Type)

Signature - Authorized Officer of Prime Consultant Firm

Date

**\*This information is subject to change during final negotiations. If reported information changes after negotiations Project Manager to submit an updated Schedule E to Contract Compliance for review. \*\*Please denote ethnicity. This information will be used for tracking purposes only.**



**Schedule M, Part A**

**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.*

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
 City Attorney/Assistant City Attorney/  
 Deputy City Attorney

**PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR**

Name of Contractor \_\_\_\_\_  
 SSN or Corporate Taxpayer ID No. of Contractor \_\_\_\_\_

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

**NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.**

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? 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 job (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. _____		

**Schedule M, Part A**

	Yes	No
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 your 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 the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</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 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. In 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 you have your own <u>employees</u> to 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 <u>past two years</u> have you been the <u>employee</u> 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:		

**Schedule M, Part A**

	Yes	No
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?		
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. _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Schedule M, Part B

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

Contracting Dept. or Agency \_\_\_\_\_  
Dept. or Agency Liaison \_\_\_\_\_ (Ext. \_\_\_\_\_)  
Name of Contractor \_\_\_\_\_  
Contractor EIN or SSN \_\_\_\_\_

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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  
\_\_\_\_\_

3. Do you intend to give the Contractor instructions on how to do the work under the contract?  
\_\_\_\_\_

4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  
\_\_\_\_\_

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). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  
\_\_\_\_\_

8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) \_\_\_\_\_  
\_\_\_\_\_

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.  
\_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_

**Schedule M, Part B**

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)**

11. Over how long a period of time will services under this contract be performed?  
\_\_\_\_\_

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. \_\_\_\_\_  
\_\_\_\_\_

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?  
\_\_\_\_\_

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?  
\_\_\_\_\_

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?  
\_\_\_\_\_

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. \_\_\_\_\_  
\_\_\_\_\_

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:  
\_\_\_\_\_

**I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department or Agency Liaison



**DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE**

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.45 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$10.87 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2005 the new rates will be \$9.90 per hour with health and \$11.39 per hour without)**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) 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; and
- (d) 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.

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

Company Name		Signature of Authorized Representative	
Address		Type or Print Name	
Area Code	Phone	Date	Type or Print Title

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

## Employment Questionnaire

Please provide responses to the following questions:

Item  
No.

	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)		
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)		
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

Revision Date:7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002



# Equal Benefits - Declaration of Nondiscrimination

## Equal Access




### Section A. Vendor / Contractor / Consultant / \*CFAR Information

- 1 Name of Company \_\_\_\_\_
- 2 Name of Company Contact \_\_\_\_\_
- 3 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 4 Vendor Number (If Known) \_\_\_\_\_ Federal ID or Social Security # \_\_\_\_\_
- 5 Approximate Number of Employees in the U.S. \_\_\_\_\_
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes  No
- 7 Union Name(s) \_\_\_\_\_

### Section B. Compliance Questions

- 1 Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees.  
Yes  or No  (please check one)
- 2 Does your company provide or offer access to any benefits to employees with \*\*domestic partners?  
Yes  or No  (please check one)
- 3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

 Benefit	Yes, this benefit is offered to Employees only	Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No, this benefit is not offered at all	Yes, documents were submitted for this benefit.
a Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Retirement (Pension, 401(k), etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* CFAR - City Financial Assistance Recipient \*\* "Domestic Partner" - same or opposite sex couples registered with at domestic partnership registry.

**Section D. Submitting Documents to Support Compliance Determinations**

Please remember: Copies of documents must be submitted to justify each benefit marked under Section B-3 above. Your company can not be certified as complying with the City's Equal benefits Ordinance without proper documentation. For example, to document medical insurance, submit a statement from your insurance provider or a copy of the eligibility section from your plan document. To document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information please call the designated agency contract administrator or project manager.

**Section E. Winning Compliance Through Reasonable Measures**

Business owner, please note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments, and have your application approved by the City. For more information, the contract administrator or project manager holds the appropriate Reasonable Measures Application Form. \*Effective January 1, 2002, Assembly Bill 25, Domestic Partner Coverage requires carriers to offer domestic partner (DP) coverage to employer groups under the same terms and conditions as coverage provided to dependents of the employee.

**Section F. Substantial Compliance**

A temporary compliance status is available for contractors that have indicated a willingness to comply but have requested additional time within which to fulfill all compliance requirements. Under this scenario, the contractor may enter into contracts with the City before the compliance process is completed. Substantial compliance status may be awarded to a contractor at the discretion of the City staff, within certain parameters.

**Section G. Declaration of Non-Discrimination**

① **Declaration:**

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

② **Date & Address**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month                      Date                      Year

\_\_\_\_\_  
(City)                                      (State)

③ **Signature**

\_\_\_\_\_

④ **Name of Signatory (please print)**

\_\_\_\_\_



Did you submit supporting documentation for each benefit offered?    Yes     No     (please check one)

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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

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

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

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF OAKLAND

NUCLEAR FREE ZONE DISCLOSURE  
FORM – S

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. 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.
- II. 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.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Name)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

## INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE FORM –S

On November 8, 1988, the citizens of Oakland adopted Measure T, which declared the City of Oakland to be a Nuclear Free Zone. On December 6, 1988, the City Council approved Ordinance No. 11062 CMS, designated as the Nuclear Free Zone Act. This ordinance mandates a policy for the City of Oakland concerning its relations with companies that knowingly engages in nuclear weapons work.

Under this ordinance, the City is restricted from doing business with professional and consulting service providers, which would be considered nuclear weapons makers. In order to implement this provision, the City is using Nuclear Free Zone Disclosure Form-S to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance No. 11062. Once the Form is on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following definitions to determine whether you or your firm and/or any of its agents, subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

A “nuclear weapons maker” is any entity knowingly engaged in nuclear weapons work and any of its agents, subsidiaries or affiliates which are engaged in nuclear weapons work. If an entity is a nuclear weapons maker, then its controlling owner(s) would also be classified as a nuclear weapons maker(s). However, if an entity is owned by a nuclear weapons maker but is not itself engaged in nuclear weapons work, the entity would not be considered a nuclear weapons maker.

“Nuclear weapons work” is any work that has as its purpose the development, testing, production, possession, maintenance or storage of nuclear weapons, the components of nuclear weapons, or any secret or classified research or evaluation of nuclear weapons.

“Nuclear weapon” is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. Nuclear weapon includes the means of transporting, guiding, propelling, triggering or detonating the weapon. Nuclear weapon also includes any component of a nuclear weapon, i.e., any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon or be a part of a nuclear weapon.

In the event a firm or individual is unable or unwilling to submit Nuclear Free Zone Disclosure Form –S, said firm or individual would be considered a nuclear weapon maker and therefore restricted from entering into a contract with the City of Oakland. Such firm or individual has the right to have this restriction reviewed. The review process will be initiated once the Office of Finance has been requested to do so by the restricted firm or individual.

The restriction against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.

Revision 7/30/01

Original form should be retained in the project file and a copy to be included with the contract documents submitted to the City Clerks office.

Schedule Q

**INSURANCE REQUIREMENTS  
PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS**

a. General Liability, Automobile, Worker's Compensation and Professional Liability

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

- i. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Contractor Protective Liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.
  - A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).
  - B. Limits of liability shall include the following:  
  
Bodily Injury - \$1,000,000  
Property Damage - \$1,000,000  
Or, Combined Single Limit (C.S.L) for Bodily Injury and Property Damage - \$2,000,000
  - C. If the policy is a "claim made" type policy, the following should be included as endorsements:
    - 1) The retroactive date shall be the effective date of this Agreement or a prior date.
    - 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.
- ii. Automobile Liability insurance, including all owned, non-owned and hired automobiles used by the Contractor or its agents in the performance of this Agreement shall have the following minimum limits for Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit.

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

b. Terms Conditions and Endorsements

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

- i. Additional Insured: Contractor shall name the City of Oakland, its Councilmembers, directors, officers, agents and employees as additional insureds 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 (or equivalent) and/or CA 20 48 - Designated Insured Form (for business auto insurance). A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT; and
- ii. Cancellation Notice: 30-day prior written notice of cancellation, termination or material change in coverage; and
- iii. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- iv. Insurer shall carry a Best Rating of B+ or greater.

***EXEMPTION NOTE: Until further notice, the City will accept the State Compensation Insurance Fund (SCIF) as an acceptable insurer for the purposes of Workers' Compensation coverage.***

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement,

and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

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