



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 22-11505-C
FOR
STORM WATER MASTER PLAN
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals *to prepare a comprehensive Storm Water Master Plan (SWMP)*. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Thursday, March 30, 2023**. Proposals are to be sent via email with the “**Specification No. 22-11505-C** and “**STORM WATER MASTER PLAN**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, “**Proposal - Vendor Name – 22-11505-C STORM WATER MASTER PLAN.**” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing - Vendor Name – 22-11505-C STORM WATER MASTER PLAN.**”

Email Proposals to:
City of Berkeley
Finance Department/General Services Division
purchasing@cityofberkeley.info

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Mary Skramstad, Environmental Compliance Specialist**, via email at MSkramstad@cityofberkeley.info no later than March 21, 2023. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](http://Bid & Proposal Opportunities | City of Berkeley (berkeleyca.gov)). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Darryl Sweet
General Services Manager

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903
E-mail: purchasing@cityofberkeley.info Website: cityofberkeley.info/finance/

I. BACKGROUND /SUMMARY/or INTRODUCTION

The City of Berkeley (City), approximately 10.5 square miles of land and 7 square miles of water, is located in northern Alameda County on the eastern shoreline of the San Francisco Bay and extends east to the ridgelines of the East Bay Hills. The City is bounded on the north by the City of Albany and the community of Kensington in Contra Costa County, south by the Cities of Oakland and Emeryville, and on the east by the Contra Costa County border and the City of Oakland. Incorporated on April 4, 1878, the City has a population of 124,321 as of the 2020 census. The City is a densely built-out city, comprised of ten (10) watersheds wholly or partially within City limits (not including the Marina). Stormwater in Berkeley eventually drains into the San Francisco Bay, which is an important element of the region's world-class economic engine and an internationally recognized natural resource. The SWMP is a proactive approach to determining needs, costs, and priorities associated with storm drain improvements for staff to program future Capital Improvement Projects (CIP). The SWMP will assist in coordinating storm drain improvements to avoid cutting into newly paved streets, updated condition assessment, development of drainage models, CIP planning, and financial & asset planning.

The City has approximately 93 miles of storm drain pipelines in the public right-of-way, much of which is nearing or past its design life expectancy, 1,100 maintenance holes, 1,900 catch basins, and 4,000 cross drains (corner inlets and outlets). In general, the physiography of the Berkeley watersheds reflects their general position or alignment in relation to the primary geologic structures in the East Bay. The watersheds in Berkeley typically drain to the west out of the steeper headwaters (Berkeley Hills, with a maximum elevation of approximately 1,770 ft at Chaparral Peak), across a transitional alluvial fan zone, and then across the more gently sloping Bay plain before discharging into the San Francisco Bay (approximately at sea level), with the exception of the Wildcat watershed, which runs along the eastern side of the ridgelines of the Berkeley Hills and drains into Wildcat Creek. The City is predominantly urban. However, drainage from approximately two (2) square miles of a non-urban area outside the City boundary flows into the City from Strawberry Canyon and Claremont Canyon, which are east of the City.

In 1991, the City was required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board (RWQCB) San Francisco Bay Region to discharge urban runoff. The current NPDES permit is the third permit that reflects the RWQCB's desire to have a uniform permit covering the Phase I dischargers and is now referred to as the Municipal Regional Stormwater Permit 3 (MRP 3). Also, in 1991, the City adopted and implemented a Clean Stormwater Fee to help cover the cost of storm drain maintenance and repairs, Capital improvements, and regulatory requirements.

In 1994, a stormwater drainage study was conducted but not accepted by the City. This study did create the basis of the City's GIS (Geographical Information System) for storm drainage facilities in the City.

After working cooperatively since 1999, in 2004, the City, Regents of the University of California, and the City of Albany entered into an agreement for restoring portions of Codornices Creek called a Memorandum of Understanding (MOU). These portions of Codornices Creek are between the Union Pacific Railroad tracks and San Pablo Avenue. Restoration efforts have included the removal of invasive species, trail maintenance, graffiti removal, large-scale trash removal, and creek bed repairs.

In 2011, a Watershed Management Plan (WMP) was developed, adopted by the City in 2012, and presents an integrated and sustainable strategy for managing urban water resources. The scope of the 2011 effort was limited to two (2) of the City's ten (10) watersheds – the Potter Watershed and the Codornices Watershed. The remaining eight (8) watersheds were to be addressed in later updates to the WMP.

In 2018, the City proposed, and property owners in Berkeley voted in favor of a second Clean Stormwater Fee. The 1991 Fee had not been increased since its initial implementation, and as a result, the revenue generated by the 1991 Clean Stormwater Fee to operate and maintain the City's storm drain infrastructure was no longer sufficient due to inflation and increases in maintenance and regulatory demands.

In 2019, a Green Infrastructure Plan (GI Plan) was developed and adopted by the City. The GI Plan guides the identification, implementation, tracking, and reporting of green infrastructure (GI) projects within the City.

Background/reference documents include, but may not be limited to:

- 2011 Watershed Management Plan
<https://berkeleyca.gov/your-government/our-work/adopted-plans/watershed-management-plan>
- 2019 Green Infrastructure Plan
<https://berkeleyca.gov/your-government/our-work/adopted-plans/green-infrastructure-plan>
- 2018 Clean Stormwater Fee Initiative – Council Agenda Packet*
- Alameda County FY 21-22 NPDES Annual Report*
- City of Berkeley FY 21-22 NPDES Annual Report*
- Aquatic Park Improvement Plan*
- Lower Codornices Creek Restoration Agreement and Memorandum of Understanding between (UC Regents, City of Albany, and City of Berkeley)
<https://www.albanyca.org/departments/recreation-community-services/creeks-open-space/albany-s-creeks/codornices-creek>
- NPDES Permit Number CAS612008, Order R2-2022-0018 (MRP 3)
https://www.waterboards.ca.gov/rwqcb2/board_decisions/adopted_orders/2022/R2-2022-0018.pdf
- GIS integration with documents and asset management
- Berkeley Municipal Code (BMC) Chapter 7.76 – Clean Stormwater Fund
<https://berkeley.municipal.codes/BMC/7.76>
- BMC Chapter 17.08 – Preservation and Restoration of Natural Watercourses
<https://berkeley.municipal.codes/BMC/17.08>
- BMC Chapter 17.12 – Flood Zone Development
<https://berkeley.municipal.codes/BMC/17.12>
- BMC Chapter 17.20 – Discharge of Non-Stormwater into the City's Storm Drain System – Reduction of Stormwater Pollution
<https://berkeley.municipal.codes/BMC/17.20>
- City of Berkeley General Plan
<https://berkeleyca.gov/your-government/our-work/adopted-plans/general-plan>

*Copies of these documents are included with this RFP and can be downloaded from the “Additional Files” section of the RFP website.

II. SCOPE OF SERVICES

The Consultant shall furnish all services as required in order to prepare a comprehensive Storm Water Master Plan (SWMP). The City will be adopting the SWMP and use it as the guide to establish policies, funding levels, identify capital improvement projects, and allocate resources to operations and maintenance, including staffing levels. The SWMP needs to explore, identify, and provide recommendations on issues related to water rights in using urban runoff as a resource and issues with NPDES Permit compliance. The Consultant shall research and collect all data necessary to complete the SWMP. The Consultant is encouraged to propose modifications to the individual tasks listed below or the entire scope of services if the Consultant can demonstrate innovative, advanced, and well-thought-out methodologies to produce a cost-efficient SWMP that the City may not have specifically identified in the scope of services. These proposed additions shall be identified as optional items and priced out separately.

The SWMP, at a minimum, will include flow monitoring, condition assessment, hydrologic and hydraulic modeling, model calibration, GI considerations, watershed storage, peak flow attenuation, sea-level rise and other climate change considerations, evaluate options for pure gravity flow operations, pumping options, and development of a 15-year CIP to address these needs. A financial analysis plan is also required in order to determine and justify funding

strategies, operation & maintenance needs, and projected staffing. All elevations in this project shall be based on the City of Berkeley's vertical datum.

The Consultant shall carefully control costs and resources and complete assigned work on schedule. The Consultant shall assign a project manager who will be the City's primary contact, will be entirely responsible for the Consultant's work and sub-Consultant work, if applicable, and have authority to direct the Consultant's staff and sub-contractors to meet the City's needs. To ensure the project remains on track, the Consultant shall provide a monthly progress report, which shall include a brief status of completed work, work anticipated to be completed in the next reporting period, problems or obstacles identified during the reporting period, and any issues. The Consultant shall meet with City staff on a bi-weekly basis.

Development of the SWMP is expected to begin in July 2023. Project closeout is tentatively expected the spring of 2025.

The scope of services shall generally include the following:

- Develop and refine the City's inventory of drainage facilities
- Assess the condition of the system
- Define the system's capacity
- Identify specific necessary improvements to mitigate deficiencies and meet water quality objectives
- Create best management practices that support the sustainability of system components and maximize cost efficiencies and reduce long-term liabilities

The City intends to use this study to establish and prioritize storm drainage capital improvement projects, identify permitting requirements, and develop improved maintenance and management practices and standards that address water quality issues consistent with the City's NPDES stormwater discharge permit and other associated stormwater management guidelines and regulations. The final deliverable will be a comprehensive report that describes the efforts and outcomes of the tasks below.

- A. Project Management: The selected Consultant will establish a strategy, budget, and schedule to meet the City's goals for the SWMP and manage the work to deliver the project in a manner acceptable to the City. Project management activities may include, but are not limited to:
 - a. Document review and data collection.
 - b. The Consultant shall prepare a detailed work plan that outlines the proposed schedule of activities to complete the task, the order in which tasks are to be done, the responsibility for the completion of each task, and the time to complete each task. Consultant shall prepare and regularly update the schedule using Microsoft Project. The schedule should clearly show project goals, objectives, and delivery timeline.
 - c. Regular communication and coordination with City staff, including the City Parks, Recreation, and Waterfront Department and Planning Department, as well as the UC Berkeley Planning Department. Consultant shall schedule, attend, and conduct meetings with City staff and others to discuss issues relevant to the project. Consultant shall record meeting minutes, including issues discussed and agreements made.
 - d. Coordinate the project team, including staff and sub-consultant firms, and manage all work to satisfy the City's goals.
 - e. Monitor all project activities and implement quality assurance and quality control protocols and standards to ensure that the City's quality goals are met.
 - f. Assemble and maintain project files that include all documentation and data resulting from or related to the Consultant's services for the projects, including, but not limited to, survey files, engineering

computations, documented assumptions, working drawings, meeting minutes, all correspondence, digital image, and video libraries, etc.

Deliverables: The Consultant shall prepare weekly or bi-weekly meetings with minutes and monthly progress reports with sufficient detail for City staff to determine whether the Consultant is performing to expectation and within the allotted time and budget. The monthly progress reports shall also communicate interim findings and provide information about any challenges or outstanding issues that need to be addressed.

- B. Drainage Design Standards: The Consultant shall comprehensively review the existing drainage standards, and the Consultant shall propose to recommend improvements and additions as needed. Specifically, the Consultant shall review the criteria used to design drainage improvements (e.g., design storm interval, method of runoff computation, minimum pipe size, pipeline materials, etc.). The recommended changes shall be consistent with the most recent version of Alameda County Flood Control and Water Conservation District's Hydrology & Hydraulics Manual. After review and approval by the City, the updated document shall be accepted by the City as a standard for future projects.

Deliverable: The Consultant shall develop a complete and comprehensive City of Berkeley Storm Drainage Design Standards. The document shall provide "user-friendly" guidance for City of Berkeley drainage designers and clearly present drainage standards.

- C. Field Verification and Inventory of Drainage System: While City estimates that most of the drainage components are already included in the City's existing geodatabase, the Consultant shall review available information related to the City's drainage facilities and identify any data gaps and inconsistencies in the City's geodatabase. The Consultant shall identify gaps in current City operations, maintenance, management practices compared to industry standards. The Consultant shall propose a strategy to update and obtain additional necessary data for approval by the City. Once approved, the Consultant shall be responsible for implementing and managing the data collection effort. All new information generated from this task will be incorporated into the City's geodatabase. The Consultant will be responsible for the accuracy of new data entered into the geodatabase and for verifying the accuracy of existing data based on the Consultant's professional judgment.

Deliverables: The Consultant shall develop a technical memorandum documenting the methods and findings of this effort and compile it into a comprehensive report to be included in the final SWMP. Additionally, the Consultant shall provide verification and data collection information and files.

- D. Condition Assessment: The City has not completed a comprehensive evaluation of its storm drainage system assets, including green infrastructure. The known condition of the individual, as well as overall assets, remains largely incomplete. The Consultant shall review existing condition assessment reports and replacement/rehabilitation work completed to date. Using available information, the Consultant shall develop an approach and set of criteria to evaluate the condition of the City's storm drainage system facilities and features and develop a list of facilities recommended for inspection. Once approved by the City, the Consultant shall be responsible for implementing and managing the condition assessment effort. A report on the system's condition will inform other project tasks and shall be included in the final deliverable.

Deliverables: The Consultant shall develop a technical memorandum documenting the methods and findings of this effort and compile it into a comprehensive report to be included in the final SWMP. Development of a plan of rehabilitation projects for existing storm drain infrastructure, facilities, and components is to include in CIP.

- E. Hydraulic/Hydrologic Modeling and Assessment: The Consultant shall build a hydraulic/hydrologic urban water model coupled with a geodatabase (ArcGIS) of the City's drainage facilities. The Consultant may propose alternate software for approval by the City. City, County, and other applicable drainage guidance

shall serve as a basis for the performance evaluation. After an initial review of the City's records and existing conditions, the Consultant shall propose an appropriate level of detail to be included in the model for approval. The Consultant shall be responsible for obtaining all input data, including precipitation, flow, and level data from credible sources. The Consultant shall identify and review the existing and proposed land use patterns within the City along with the surrounding tributary areas. Population and development patterns shall be investigated for the present day and future growth. The model output shall be calibrated and verified against appropriate historical storm events.

Additionally, the Consultant shall review maintenance records and resident complaints to "ground truth" model outputs. The Consultant shall use the model to evaluate the performance of the drainage system, identify locations of capacity deficiency, and shall determine future storm drain system capacity requirements for a 30-year planning period. For future planning, modeled scenarios should include projected climate change conditions related to the City's drainage, traditional conduit upsizing, and Green Infrastructure (GI) options. Dry and wet weather flow monitoring should be considered as part of this assessment.

Deliverable: The Consultant shall develop a technical memorandum documenting all modeling efforts and inputs, including utilized data sets and their sources, model outputs, calibration, and validation methods, and provide classroom training to City staff over multiple training sessions at City facilities.

- F. Development of Stormwater Projects for the City's Capital Improvement Plan: Utilizing criteria established in cooperation with City staff, the Consultant shall create a prioritized list of projects that include capacity improvement projects, rehabilitation projects, watershed improvement projects (to include projects that improve water quality, recreation, and stormwater runoff reduction). Once improvement projects have been identified, the Consultant shall work with City staff to develop a method of prioritizing and funding & financing those projects which will satisfy the established objectives of the Master Plan. The prioritization method shall be based upon the likelihood and consequence of asset failure, the severity of the capacity deficiency, the importance of the component in stormwater and draining facilities, cost-effectiveness, equity, and other applicable criteria. Once the City approves SWMP, the Consultant shall present a recommended set of prioritized capital projects to be included in the final deliverable. The Consultant develops preliminary engineering alternatives for identified projects that have pipe sizes, materials, methods, and cost estimates (planning-level) for improvements to the City's storm drainage. The Consultant is encouraged to propose innovative projects and techniques that achieve multiple benefits, such as capacity improvement, climate change resiliency, water quality improvements, stormwater runoff reduction, recreational improvements, and opportunities for restoring creeks and removing closed or hardscaped open channels. Review and consideration of regulatory requirements are essential.

Deliverable: The Consultant shall develop a prioritized list of capital improvement projects. The information from this effort shall be compiled into a comprehensive report and incorporated into the final SWMP.

- G. Development of Maintenance and Inspection Plan: The Consultant will meet with appropriate City staff to document and review existing maintenance operations, including fieldwork and asset management systems. After reviewing existing practices, the Consultant shall prepare documentation describing recommended maintenance practices. The plan shall provide programmatic recommendations to the City to inspect and manage its storm drainage infrastructure and plan for future system maintenance. The document shall also guide adequate staffing, equipment, and vehicles. Recommendations for maintenance shall include all drainage assets maintained by the City (closed conduits, inlets, manholes, open channels, pumps, bio-retention devices, trash capture devices, etc.). The recommendations shall include a schedule for future inlet inspections, video inspection of pipelines, and appropriate annual funding levels for a storm drain system replacement/rehabilitation program for repairs that fall within the City's capabilities. Development of an annual work plan, or similar, is desired. Further, the recommendations shall consider the City's existing asset management systems and policies and suggest any modifications to those systems necessary to accommodate any changes in practices.

Deliverable: The Consultant shall prepare a technical memorandum describing best practices for the operation, maintenance, and inspection of the City's drainage assets. The document shall include recommendations for the frequency at which practices and procedures should be reviewed and updated.

- H. Training and Documentation on Hydraulic/Hydrologic Modeling and Database Software: The Consultant shall provide training and documentation to selected City staff on the functions and use of the selected modeling and database software. The training shall include the entry and retrieval of data and the generation of standard reports and plots. Hands-on use of the program will be incorporated into a formal training session. The Consultant shall prepare thorough documentation of the developed data systems and a user's manual written in a "user-friendly" style.

Deliverable: The Consultant shall prepare a technical memorandum documenting use of applicable software with step-by-step procedures to access information and generate relevant reports and plots. Additionally, the Consultant shall conduct up to three (3) trainings for selected City staff.

- I. Report Drafting and Delivery:
- a. Prepare and facilitate four (4) meetings at City Offices to present prioritized CIP, financial analysis, and operations and maintenance recommendations to solicit staff preferences to develop final SWMP deliverables.
 - b. Development of draft SWMP report.
 - c. Three (3) presentations to City commissions including two (2) presentations to the Public Works Commission, and one (1) presentation to the Parks and Waterfront Commission.
 - d. Presentation of the SWMP report to the Facilities, Infrastructure, Transportation, Environment and Sustainability (FITES) Subcommittee.
 - e. Presentation of SWMP report to City Council.
 - f. Delivery of complete GIS, hydraulic models, and hydrology models.
 - g. Training of City staff.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.

2. Client References: (3-5 References is usual)

Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate document. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.)

4. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

5. Qualifications and Key Personnel

The Proposal shall include a description of the qualifications of the firm and the key personnel to be assigned.

6. Project Specific Requirements

a. Project Team

In response to this Request for Proposal (RFP), the prime Consultant should have at least five (5) years of experience developing Storm Drain Master Plans, including hydraulic models, hydrologic models, condition assessments, financial analyses, and the other scope items identified in this request. The prime Consultant must have an excellent knowledge of the SWMP requirements and their application to the storm drainage program. The team shall have all necessary State and Federal certifications applicable to the project and list prime and sub-consultants with individual addresses, telephone numbers, and areas of expertise. Briefly describe the project responsibility of each team member.

b. Description of Organization, Management, and Team Members

A description of the team/consultant organization and a work plan identifies the personnel to be assigned to each task. The organization description should identify who will be the project manager and the day-to-day contact person for the job. Contract terms will not permit substitution of lead personnel without prior approval by the City. A description of the qualifications of the professional personnel to be employed with a summary of similar work performed and a resume for each professional.

c. Scope of Work

The Proposal should contain a description of each work task and explain how the proposer plans to approach the tasks and the steps that will be taken to complete the task, including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each task. Tasks should be organized into phases constituting measurable deliveries.

d. Proposed Project Schedule

The City would like to begin this project ASAP. The Proposal shall include a schedule to undertake the work program.

7. Disclosure

Proposers must disclose any previous, current, pending, or future contracts with the University of California as part of their application package.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

- | | |
|--|-----------|
| 1. Consultant's understanding of the project | 25 points |
| 2. Approach to work tasks Expertise & References | 25 points |
| 3. Qualifications and related experience | 20 points |
| 4. Proposed project schedule | 10 points |
| 5. References | 10 points |
| 6. <i>Costs</i> | 10 points |

** Effective 1/1/2022. Local Vendor Preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.*

A selection panel will be convened of staff to evaluate and score submittals.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' mskramstad@cityofberkeley.info**; (List on invoice, Attn: Mary Skramstad, Public Works Engineering) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@cityofberkeley.info
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants.

Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”).

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

E. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

H. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insured.

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:
http://www.dir.ca.gov/OPRL/statistics_and_databases.html

F. Local Vendor Preference

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as “a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address.”

VIII. SCHEDULE (Dates are subject to change)

- | | |
|--|------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | 02/24/2023 |
| <input type="checkbox"/> Questions Due | 03/21/2023 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | 03/30/2023 |
| <input type="checkbox"/> Complete Selection Process | 04/28/2023 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | 06/27/2023 |
| <input type="checkbox"/> Award of Contract | 07/03/2023 |
| <input type="checkbox"/> Sign and Process Contract | 07/21/2023 |
| <input type="checkbox"/> Notice to Proceed | 07/24/2023 |

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • Consulting Services Agreement | Attachment J |

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form (*may be optional*) Attachment F
 - Equal Benefits Certification (EBO-1) (*may be optional*) Attachment G

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License (Current Year Certificate)

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____

Address: _____

Business Lic. #: _____

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: _____ Date: _____

Verified by: _____ Date: _____
City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Attachment B (page 1)

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Attachment B (page 2)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"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. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is 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).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES _____ **NO** _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ **NO** _____

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **2(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Section III

- ***** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY *****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Attachment G (page 1)

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? * Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I 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. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name (*Sign and Print*): _____ Date: _____

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Attachment G (page 2)

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Storm Water Master Plan/22-11505-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment H

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Mary Skramstad, Department of Public Works - Engineering, 1947 Center Street, 4th Floor, Berkeley, CA 94704.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____

Signature of Underwriter's
Authorized Representative