



PARKS RECREATION & WATERFRONT

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
Specification No. 22-11497-C  
ARCHITECTURAL SERVICES FOR THE  
AFRICAN AMERICAN HOLOSTIC RESOURCE CENTER (AAHRC)  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for architectural services for the renovation of **1890 Alcatraz Ave, Berkeley, CA 94703** for the development of the African American Holistic Resource Center. As a Request for Proposal (RFQ), 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 RFQ (attached). **Proposals must be received no later than 2:00 pm, on Friday, May 13<sup>th</sup>, 2022**. Proposals are to be sent via email with the “**RFQ Architectural Services for the AAHRC**” and **Specification No.22-11497-C** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding pricing proposal shall be submitted as a separate document.

**Email Proposals to:**

City of Berkeley  
Finance Department/General Services Division  
[purchasing@cityofberkeley.info](mailto: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 RFQ 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 RFQ and understands all the requirements and conditions.

**For questions** concerning the anticipated work or scope of the project, or to schedule a site visit, please **contact Isaac Carnegie, Associate Civil Engineer and Teri Mathers, Senior Design Manager** via email at [icarnegie@cityofberkeley.info](mailto:icarnegie@cityofberkeley.info) and [tmathers@cumming-group.com](mailto:tmathers@cumming-group.com) no later than **Wednesday, May 4, 2022**. 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 <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. 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

## **I. BACKGROUND**

The City of Berkeley (the “City”) invites Statement of Qualifications/Proposals from qualified individuals or firms interested in providing architectural services for the development of the African American Holistic Resource Center (AAHRC) at 1890 Alcatraz Avenue, Berkeley. As a result of this RFQ process, the City will be contracting with an individual or firm to assist the City with architectural services of the existing building.

The City is seeking to renovate and/or rebuild the existing City-owned building/property at 1890 Alcatraz Avenue in Berkeley as the new AAHRC with the goal of providing a welcoming, culturally responsive, stand-alone, holistic resource center focused on improving the social determinants of health and well-being for African Americans in Berkeley. This facility will offer participants a wide array of services, treatment and activities that will also embed a cultural connection in this spirit.

The individual or firm selected will assist the City in Architectural Design of the AAHRC. . If needed, the City may extend the contracted services if more information is needed to apply for potential grants or funding sources for programs or operations and maintenance activities (not yet identified), as an on-going funding plan for the facility is developed.

The City has a long history of providing public and mental health, recreation, and community services for its residents. The City currently operates eleven (11) facilities that offer such services including:

Adult Mental Health Facilities (2)

Public Health Clinic (1)

Family, Youth and Children Clinic (1)

High School Health Clinic (1)

Community Centers (4)

Senior Centers (2)

The AAHRC will focus on serving African American Berkeley residents, particularly people from the historic South and West Berkeley neighborhoods, and those displaced from Berkeley who have been disproportionately impacted by racism and gentrification, and would benefit from treatment and services provided in a culturally responsive and supportive way. The AAHRC will be open to all, however the focus of the AAHRC will be to enhance, strengthen, and validate African American identity, cultural values, and traditions. The AAHRC will support African American/Black participants by using community-defined and culturally appropriate approaches and practices in order to decrease inequities and disparities in all aspects of life for the African American population in Berkeley.

The AAHRC will provide support, community bonding, and services for Berkeley's African American/Black residents, and those that were displaced from the city due to the impacts of racism, gentrification, and racial inequity. Services will be provided in a state of the art, green facility will include, but not be limited to, Health Education and Screening, Mental Wellness, Educational Supports and Tutoring, Social Service Referrals, Cultural/Ethnic Events and Activities, Recreational Programming, and a Community Meeting Space.

The concept for the AAHRC was cited in the African American/Black Professional & Community Network (AABPCN) report titled A Community Approach for African American/Black Culturally Congruent Services. The AABPCN report identified challenges that the African American community faces in areas of education, employment, health, and mental health, housing, and community relationships. The report also provided recommendations that included the use of culturally congruent practices embedded in an integrated service delivery system, which would help to decrease inequities and disparities in the African American community in Berkeley.

The AABPCN, Berkeley NAACP and African American Holistic Resource Center Steering and Community Leadership Committees have been advocating and leading the efforts with this grassroots movement in the city for more than 10-years for the creation of the AAHRC. Members of the AABPCN shared the vision of the AAHRC and began gathering information from the community via focus groups, town hall meetings, small group discussions, and formal presentations to several Berkeley Commissions, the Berkeley City Council, and other city and county stakeholder groups.

Additionally, the 2016 City of Berkeley Community Health Commission report strongly recommended that the City of Berkeley “take immediate action steps towards the development and support of the African American Holistic Resource Center in South Berkeley”. The Peace and Justice Commission also submitted a letter of support to the City Council. Following the commission reports and community advocacy, City Council responded with overwhelming support for the development of the AAHRC as they approved \$75,000 for pre-planning, the use of a city owned building located at 1890 Alcatraz Avenue in South Berkeley to house the African American Holistic Resource Center and \$250,000 for planning. March 23, 2022, the City Council approved funding of \$7.0MM from the Infrastructure Bond Measure (T1) funding to support the project. Congresswoman Lee secured one million dollars for the AAHRC in the federal FY-22 Omnibus Appropriations Bill. Additional funding sources are being explored including Federal and State opportunities.

## **II. SCOPE OF SERVICES**

The tasks listed below are intended to meet the project goals. This list is not definitive and is intended as a guide to illustrate the minimum project requirements. All proposers are encouraged to present additional or alternative tasks that may serve to most efficiently achieve the project goals. The proposal shall include a detailed project approach, based on experience with similar projects, tailored to the AAHRC project and its surrounding community. The City is interested in a project approach that provides the most value for the City.

This project includes seismic and other building upgrades to reach an Immediate Occupancy rating. The City has goals to achieve a minimum LEED “Silver” rating, to be a Zero Net Energy building, and to incorporate Universal Design and Deep Green initiatives, including total electrification, wherever practicable.

The work shall include a robust, inclusive, and transparent community process to engage with all stakeholders, including the AAHRC Steering Committee, staff, the public, various commissions, and any interested parties. The community process shall be sensitive to the City’s existing neighborhood residents, changing demographics, diversity and equity concerns.

The project team shall facilitate stakeholder discussions, including the AAHRC Steering Committee, to develop conceptual building designs that provide the necessary cultural and ethnic essence of the African American/Black community and facilitate consensus to an accepted preferred concept to develop through construction documents.

Dependent on future funding, the project may include construction cost estimates, building permit applications, bid and construction services, and as-built drawings. The exact work plan, approach, required submittal, and assumptions shall be laid out in your project approach.

### **Task 1 – Data Collection and Analysis**

The scope is at a preliminary level and needs to comply with the ASCE 41-13 Tier 1 and 2 Seismic Evaluation Report. A Facility Condition report has not been completed, therefore a site visit to inspect the current conditions is necessary. Currently, the Seismic Evaluation Report is being completed. The intent of the seismic upgrade is to reach an Immediate Occupancy rating and to analyze the feasibility of adding a second story to the structure. Record drawings of the site are available upon request. This project may be partially funded by federal, state, and local funds. All work associated with federal and state funds may need to be tracked separately in the same project. Provide a Facility Condition Report that includes recommendation for the facility upgrade.

*Deliverables: Facility Condition Report*

### **Task 2 – Geotechnical Work Plan, Investigation and Report.**

Geotechnical data is currently being collected by consultants for the Seismic Evaluation Report at the project site. The City will request additional supplemental investigation and recommendations based on the needs for this project. The Design Consultant shall develop a Geotechnical Investigation Scope to request all additional information needed to complete detailed design. The scope shall include a detailed description of the work to be conducted. The City will obtain all permits and environmental clearances required for the work. The geotechnical/soils data utilized in the Seismic Evaluation Report will be provided to the Design Consultant to be incorporated into detailed design.

*Deliverables: Scope of Work for additional Geotechnical Work*

### **Task 3 – Base Map**

An existing topographic map is not available. Design Consultant shall conduct field survey work as necessary to verify and existing topographical data for the entire area of work including project staging areas. Survey work shall be adequate for preparation of base mapping data that will be used for final design. Supplemental field survey shall include mapping and/or potholing existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

The Base Map should include site features that are onsite which will require demolition or removal to complete project construction, including adjacent trees and driplines, furnishings, site improvements and utility lines and appurtenances.

*Deliverables: Topographical Base Map*

### **Task 4 – Environmental / Permitting Support**

Work with applicable State of California Offices to determine what type of environmental assessment is necessary for the renovation and/or possible reconstruction or expansion of 1890 Alcatraz. The consultant shall then prepare and file the appropriate environmental documents.

*Deliverables: Permitting Support*

## **Task 5 – Planning and Conceptual Design, and Cost Estimates**

### A. Space Needs Assessment and Programming

Assess the functional and spatial requirements of the AAHRC and prepare a preliminary architectural program by defining the Design Parameters (areas, adjacencies, spatial qualities, major equipment requirements) of all possible program elements and to identify feasible alternatives for the location of the elements based on the AAHRC Feasibility Study dated 03/06/2019 (Exhibit A), the AAHRC Preliminary Scope of Work dated 04/13/2022 (Exhibit K) and the AAHRC Programmatic Model & Deliverables dated 04/13/22 (Exhibit L).

- a. Perform a site walk-through to evaluate the interior and exterior of the facility
- b. Review Geotechnical Report, Seismic Evaluation for the site supplied by the City of Berkeley
- c. Identify regulatory constraints and issues, including easements, adjacent uses, City of Berkeley Planning and Development guidelines, life safety and accessibility
- d. Interview selected individuals, including staff and AAHRC Steering Committee to identify facility needs and anticipated facility requirements for the AAHRC
  - i. Overall Project: City of Berkeley Project Team
  - ii. Programming: City of Berkeley Project Team, AAHRC Steering Committee and potentially various City staff who may use the facility
  - iii. Deep Green / Zero Net Energy Initiative: City of Berkeley Project Team and the City of Berkeley Office of Energy & Sustainable Development
- e. Develop a program of all functional areas that defines area needs, spatial qualities, adjacencies, security requirements and any special utility or equipment requirements
- f. Meet with Consultants (Mechanical & Electrical, Structural, Civil, Landscape, etc.) to review Deep Green/ZNE goals.

*Deliverables:* Program Diagram and Requirements and Space Usage Summary

### B. Preliminary Concept Plans

Based on information gathered from Task 5A, prepare at a minimum three alternatives. Information from staff and comments gathered from community stakeholder meetings should be integrated into these plans. Alternatives may include demolition and rebuild, renovation, or renovation and expansion of existing facility.

- a. Development of Alternative Plans: Provide a minimum of three conceptual plans.
- b. Preliminary cost estimate for each alternative: Include estimated costs for construction and construction contingencies.

*Deliverables:* Three preliminary conceptual plans with cost estimate for each plan.

### C. Community Outreach

Hold a minimum of three meetings with the AAHRC Steering Committee to gather community input regarding the project.

- One meeting should be held before conceptual design to gather comments from the community to incorporate into the conceptual plan alternatives.
- One meeting should be held to present three alternative conceptual plans and gather feedback on the preferred alternative.
- One meeting should be held after the completion of conceptual designs to present these plans to the community.

Hold a minimum of three community outreach meetings with the City of Berkeley regarding the project.

Meetings are to be held after each AAHRC Steering Committee meeting and will incorporate discussed community feedback and ideas.

- One meeting should be held before conceptual design to gather comments from the community to incorporate into the conceptual plan alternatives.
- One meeting should be held to present the preferred alternative conceptual plans and gather feedback on the preferred alternative.
- One meeting should be held after the completion of conceptual designs to present these plans to the community.

*Deliverables:* Presentation Boards, Agendas, and Minutes for each AAHRC Steering Committee meeting.

### **Task 6 – Detailed Design Plans, Specifications, and Cost Estimates**

#### A. Schematic Design

Based on the City's preferred alternative,

- a. Meet with all consultants to review project parameters
- b. Architectural:
  - i. Identify code requirements include occupancy classification, occupancy loading and type of construction.
  - ii. Development of Site Plan
  - iii. Development of Floor Plans: Plans shall show overall dimensions, identifying major areas. Identify proposed roof system, deck insulation and drainage technique. Identify minimum finish requirements, including ceiling, floors, walls, doors, and windows.
  - iv. Development of Exterior Elevations: Elevations shall show sufficient detail to demonstrate design concept.
- c. Structural:
  - i. Layout structural systems with dimensions and floor elevations. Identify type of structural system with preliminary sizing identified.
  - ii. Identify any new or renovated foundation system with preliminary sizing identified.
- d. Mechanical:
  - i. Calculate preliminary heating, ventilation and cooling loads including skin versus internal loading.
  - ii. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions. Provide life cycle costing for each system.
  - iii. Provide design criteria to include in the Intent Basis of Design.
- e. Electrical:
  - i. Calculate overall approximate electrical loads.
  - ii. Identify proposed electrical system for service, power, lighting, low voltage, and communications loads.
  - iii. Location and preliminary sizing of all major electrical systems and components including load centers and main panels
  - iv. Provide design criteria to include the Intent Basis of Design
  - v. Identify the requirements to accommodate the increase in loads
- f. Civil:
  - i. Develop on and off-site utility systems
  - ii. Identify surface improvements including roadways, walkways, parking, preliminary finish grades and drainage.
  - iii. Identify improvements of the civil infrastructure, sidewalk, curb ramps, etc. required to meet accessibility compliance, include areas outside of project site as required.
  - iv. Coordinate finish floor elevations

- g. Specifications:
  - i. Prepare outline specifications of proposed architectural, structural, mechanical, and electrical materials, systems and equipment including the criteria and quality standards
- h. Cost Estimate:
  - i. Include estimated costs for construction and construction contingencies.
  - ii. Shall be priced at current market conditions
  - iii. Incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index
  - iv. Include design contingency no more than ten percent (10%)
- i. Change Statement
  - i. Statement indicating changes made to the architectural program
  - ii. Include costs associated with change
  - iii. Include schedule modifications associated with change
- j. Presentation
  - i. Present and review with the City of Berkeley the detailed Schematic Design
  - ii. Present and review with the AAHRC Steering Committee the detailed Schematic Design
  - iii. Revise Schematic Design within the accepted program parameter and construction cost budget
- k. Meetings
  - i. Attend, take part in meetings, site visits and workshops.

*Deliverables:* Electronic copies of the following: Meeting Minutes & Reports, Statement of Change, Schematic Design Package, Cost Estimate

## B. Design Development

Upon acceptance of Architect's work in previous Phase, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within the Scope of Services

- a. Architectural:
  - i. Scaled, dimensioned floor plans with final room locations
  - ii. Building sections showing dimensional relationships, materials, and component relationships
  - iii. Exterior elevations and all architectural elements of the Project
  - iv. Identification of all fixed equipment to be installed
  - v. Identification of all interior finishes and locations within rooms
  - vi. Preliminary development of details and large-scale blow-ups.
  - vii. Refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape
  - viii. Typical reflected ceiling development including ceiling grid and heights showing light fixtures, registers/diffusers, and access panels.
- b. Structural:
  - i. Structural drawings with all major members located and sized
  - ii. Establish final building and floor elevations
  - iii. Preliminary calculations for the structural systems including lateral force resistive systems, foundation, and all structural system components
  - iv. Identify foundation requirement (including fill requirement and piles, if necessary) with associated soil pressure, water table and seismic center.
- c. Mechanical:
  - i. Heating and cooling load calculations as required. Major duct or pipe runs sized to interface with structural.
  - ii. Major mechanical equipment should be scheduled indicating size and capacity.
  - iii. Ductwork and piping should be substantially located and sized.

- iv. Plumbing plans shall indicated numbers and locations of fixtures and be in conformance with the code mandated and programmatic required fixture counts
- v. Locate devices in ceiling coordinated with structural and architectural
- vi. Identify control systems
- d. Electrical:
  - i. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space
  - ii. All major electrical equipment should be scheduling indicating size and capacity.
  - iii. Complete electrical distribution indicating final location of switchboards, communications, controls (high and low voltage), panels, and other major equipment including low voltage systems such as fire alarm and security systems.
- e. Civil:
  - i. Refinement of Schematic Design Phase
  - ii. Development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes without limitation, pipe sizes, materials, invert elevation location and installation details
  - iii. Refinement of roadways, walkways, parking, and storm drainage improvements. Including details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking, and roadway sections.
- f. Landscape
  - i. Refinement of Schematic Design concept
  - ii. Coordination of hardscape, landscape planting, ground cover, lighting, and irrigation
- g. Cost Estimate/ Analysis: Include estimated costs for construction, construction contingencies, escalation, and construction management.
- h. Change Statement
  - i. Statement indicating changes made to the architectural program
  - ii. Include costs associated with change
  - iii. Include schedule modifications associated with change
- i. Presentation
  - i. Present and review with the City of Berkeley the detailed Design Development
  - ii. Present and review with the AAHRC Steering Committee the detailed Design Development
  - iii. Revise Design Development within the accepted program parameter and construction cost budget
- j. Meetings
  - i. Attend, take part in meetings, site visits and workshops

*Deliverables:* Electronic copies of the following: Meeting Minutes & Reports, Statement of Change, Design Development Package, Cost Estimate

### C. Construction Documents

Upon acceptance of Architect's work in previous Phase, Architect shall prepare from the accepted deliverables from the Design Development Phase Documents Construction Documents consisting of the following for each proposed system within the Scope of Services with the purpose of obtaining a building permit and bidding the project.

- a. Architectural:
  - i. Completed site plan
  - ii. Completed floor plans, elevations, and sections
  - iii. Completed architectural details and large blow-ups
  - iv. Completed finish, door and hardware schedules and details.
  - v. Completed site utility plans
  - vi. Completed fixed equipment schedules and details including coordination with MEP



- vii. Completed Reflected Ceiling plans
- b. Structural:
  - i. Completed structural floor plans, sections, and detailing
  - ii. Completed calculations for the structural systems
- c. Mechanical:
  - i. Completed large scale mechanical details
  - ii. Completed mechanical schedules for equipment including electrical and plumbing requirements
  - iii. Completed electrical for equipment
  - iv. Complete T-24 calculations and report
- d. Electrical:
  - i. Completed lighting and power plan including all switching and controls
  - ii. Completed fixture schedule and lighting details including structural calculation as required.
  - iii. Complete electrical distribution and branch wiring indicating final location of switchboards, communications, controls (high and low voltage), panels, other major equipment, lighting, and power including low voltage systems such as communication, fire alarm and security systems.
  - iv. Complete all electrical equipment schedules
  - v. Complete special system component plans
  - vi. Complete electrical load calculations
- e. Civil:
  - i. Site plan showing building location, all topographical elements including existing/proposed contour lines.
  - ii. Complete site plans including all roadways, walkways, parking, and storm drainage improvements. Including details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking, and roadway sections.
- f. Landscape
  - i. Complete Landscape design including planting plan and irrigation.
  - ii. Coordination of hardscape, landscape planting, ground cover, lighting, and irrigation
- g. Specifications
  - i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project.
  - ii. No part of the specifications shall call for a designated material, production, thing or service by specific brand or brand name unless:
    - 1. The specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service.
    - 2. The designation is allowable by specific allowable exemptions pursuant to Public Contract Code.
    - 3. Coordination of the specifications with specifications developed by other disciplines.
- h. Constructability Review
  - i. Participate in constructability review at 50% CD’s and make necessary changes.
- i. Cost Estimate/ Analysis: Include estimated costs for construction, construction contingencies, escalation, and construction management. Provide at 50% and 100% CD’s.
- j. General
  - i. Verify lead times and availability of all project equipment, materials and supplies to ensure that all items will be available to the contractor in a timely fashion so as to not delay the Project.
  - ii. Provide a recommendation for expediting of long lead items.

- iii. Provide testing and inspection Scope of Work for compliance with construction documents and applicable codes.
- k. Change Statement
  - i. Statement indicating changes made to the architectural program
  - ii. Include costs associated with change
  - iii. Include schedule modifications associated with change
- l. Review
  - i. Present and review with the City of Berkeley at 50% CD's
  - ii. Present and review with the City of Berkeley at 100% CD's
- m. Meetings
  - i. Attend, take part in meetings, site visits and workshops

*Deliverables:* Electronic copies of the following: Meeting Minutes & Reports, Statement of Change at 50% CD's, Construction Document Package at 50% and 100%, Cost Estimate at 50% and 100% CD's, Statement of Requirements for Testing and Inspection Services.

At its discretion, the City of Berkeley may amend the scope of work to include the following services. However due to uncertainty of the scope of the effort, these tasks will not be included in the initial contract award. Proposers are encouraged to provide qualifications regarding these future services within their proposal package.

#### **Task 7 – Building Permit Submittal, and Bidding Support**

Completed construction documents shall be submitted to the City's Building and Planning Department for review and approval. The 100% Submittal will be revised as necessary to incorporate any permit conditions or remaining comments from the reviewing agencies to form the Bid Set of documents, which will be used for Contractor bidding. A complete specification set, including relevant standard provisions, special provisions, technical provisions, appendices, notice to bidders and bid documents will be included.

The Design team will support the City's bidding process by responding to bidders' questions pertaining to the final plans and specifications, attending the pre-bid conference and site visit, and preparing bid document addenda if clarifications or changes to the Final Contract Documents including plans and specifications are needed. Changes to drawings will be made digitally and/or shown on 8.5 x 11 sheets to the extent possible, and will be signed and stamped upon written request of the City. If changes are required, the designer shall prepare a conformed set of stamped construction Contract Documents after construction bids are received for use during construction.

*Deliverables:* Building Permit Set, Building Permit, Conformed Set

#### **Task 8 – Construction, Construction Administration, Close-out Support**

This task is expected to include submittal reviews, responses to requests for information, change order assistance, review of payment applications and construction record drawings.

*Deliverables:* Record Drawings

### **III. REQUIREMENTS**

Individuals or firm providing the Architectural services must have experience with similar projects and the following:

- a. California Licensed Architect
- b. Experience working with public municipal processes, including presentations and/or facilitation at

- Community and/or Commission Meetings with constituents, community groups, and stakeholders, and City Council meetings
- c. Experience working with diverse community groups or organizations representative of the targeted project user group and providing culturally congruent public process and creative outreach to facilitate end user input.

Additionally, the following are preferred:

- d. Active member, and/or affiliation with African American professional associations & organizations, and/or
- e. Certified by the African American Board Leadership Institute, and/or
- f. A minor or coursework in African American Studies from an accredited university

#### **IV. SUBMISSION REQUIREMENTS**

1. **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:**  
Provide a minimum *of five (5)* client references. References should be California cities, other large public sector entities, nonprofit organizations, or clients with projects relating to the African Diaspora. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.
3. **Proposed Approach and Scope of Work:**  
Based on the City's outline of services in this RFQ, the proposer shall prepare a complete description of the proposed scope of services that the proposer intends to perform in order to achieve the Project goals. The proposer may identify services that differ from the outline of services included in the RFQ if the proposer believes the changes will assist the City to more efficiently and effectively achieve the project goals. The proposer's scope of services shall include, at a minimum, a description of the major components of services or phases or service, and a description of work products ("deliverables") to be provided by the proposer to the City.
4. **Proposed Schedule:**  
Include a schedule reflecting the proposed completion date of each major task identified in the Scope of Work. Any assumptions used to generate the schedule should be clearly stated. Assume a notice to proceed date of July 1, 2022.
5. **Price Proposal (submitted as a separate file):**  
The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. A detailed price proposal which identifies the employee, employee classifications, hourly rate, and estimated hours to complete each task shall be included in the proposal. The employees shown in the price proposal should be the specific individuals that you propose and commit to accomplish the work. Note that mark up of direct or sub-consultant costs by a fixed percent is not allowed. Appropriate time for actual tasks related to sub-consultant management and direct costs should be included and identified in the cost proposal, if applicable. The price proposal should be broken down by tasks and subtasks consistent with the proposed scope of services provided by the proposer.

6. 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.

**V. SELECTION CRITERIA AND BASIS OF AWARD**

Each Submission will be reviewed to ensure that the firm submitted all the elements defined in SUBMISSION REQUIREMENTS above. Failure to meet these requirements may be cause for rejection of a Submission. An evaluation committee of approximately three (3) staff and two (2) AAHRC Steering Committee members will review all proposals received and determine a ranking. A concise, focused response is preferred to a lengthy Proposal. The evaluation committee will evaluate Proposals on various qualifications, including but not limited to the criteria below:

- A. Technical expertise, and experience in the planning, design, permitting, and construction of new and renovated facilities of a similar nature – 30%
- B. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel) – 25%
- C. Experience developing realistic cost estimates for various stages of project development – 15%
- D. Client References – 15%
- E. Overall quality of the response and conformance with RFQ requirements for content – 10%
- F. Experience working with culturally diverse businesses and communities – 5%

Based on the ranking of the Proposals the City will short list proposals and invite those parties to participate in interviews to answer any questions the City may have and to clarify their proposal. At the conclusion of all presentations the selection committee will convene to rank submissions based on interviews, and the cost and fee structure envelopes will be opened.

Interviews will consist of a zoom presentation along with a question and answer session. At its sole option, the City may elect to choose to negotiate contracts. The City will then proceed with negotiating contracts. If the City is unable to reach agreement with the selected respondents, the City will repeat the negotiation process with the next highest ranked respondent, and so on, if necessary.

After execution of the contract, the city may issue task orders for individual tasks as the need arises. This RFQ process is intended to streamline the contracting process and expedite project implementation.

The City reserves the right to reject any and all submissions.

**VI. SCHEDULE (dates are subject to change)**

- |   |                              |
|---|------------------------------|
| <input type="checkbox"/> Issue RFQ to potential bidders       | April 14, 2022               |
| <input type="checkbox"/> Questions Due                        | May 4, 2022                  |
| <input type="checkbox"/> Proposals due from potential bidders | May 13, 2022                 |
| <input type="checkbox"/> Interviews with Candidates           | May 30, 2022 to June 3, 2022 |
| <input type="checkbox"/> Complete Selection Process           | June 8, 2022                 |
| <input type="checkbox"/> Council Approval of Contract         | July 12, 2022                |
| <input type="checkbox"/> Award of Contract                    | July 13, 2022                |
| <input type="checkbox"/> Sign and Process Contract            | July 20, 2022                |
| <input type="checkbox"/> Notice to proceed (NTP)              | July 21, 2022                |
| <input type="checkbox"/> Schematic Design Completed           | February 2023                |
| <input type="checkbox"/> Design Development Completed         | June 2023                    |
| <input type="checkbox"/> Construction Drawings Completed      | April 2024                   |

**VII. 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;** (List on invoice, Attn: Isaac Carnegie and Evelyn Chan) and reference the contract number.

City of Berkeley  
Accounts Payable  
P.O. Box 700  
Berkeley, CA 94710-700  
Email: [AccountsPayable@cityofberkeley.info](mailto:AccountsPayable@cityofberkeley.info),  
[ICarnegie@cityofberkeley.info](mailto:ICarnegie@cityofberkeley.info), [EChan@cityofberkeley.info](mailto:EChan@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.

**VIII. 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 No. 59,853-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: [https://www.cityofberkeley.info/Finance/Home/Vendors\\_Living\\_Wage\\_Ordinance.aspx](https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> 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](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.”

Pricing is not considered while reviewing competitive responses for professional services. When evaluating a technical response for professional services, local Berkeley business can earn up to five (5) points by meeting the following years as a local Berkeley-based business:

Years as a Local Business	
Years in Berkeley	Additional Points
0-5	1
6-10	2
11-15	3
16-20	4
20+	5

As an example, if a firm is evaluated and their score is 100/100, and they have been a (verifiable) Berkeley business for 25 years, five (5) points would be added to their score under the heading of “local vendor preference”, and their adjusted score would be 105/100. Proposers must submit written documentation with their proposal as proof in order to earn Local Vendor Preference point(s).

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
- AAHRC Feasibility Study dated 03/06/2019 Attachment J
- AAHRC Scope of Work dated 04/13/2022 Attachment K
- AAHRC Programmatic Model & Deliverables  
dated 04/13/2022 Attachment L

## ATTACHMENT A

### CHECKLIST

- ❑ Proposal describing proposed Approach and Scope of Work (one (1) PDF of proposal)
- ❑ Consultant Identification and Company Information
- ❑ Client References
- ❑ Costs proposal by task, type of service & personnel (as a **separate document** from the proposal)
- ❑ Proposed Schedule
- ❑ 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

**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

## **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.

**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: **RFQ for Architectural Services for the AAHRC/22-11497-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 No. 59,853-N.S. (hereafter "Resolution"). 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 Abo, Kham and U-Tsang**

"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: **RFQ for Architectural Services for the AAHRC/22-11497-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: \_\_\_\_\_

Contract Description/Specification No: **RFQ for Architectural Services for the AAHRC/22-11497-C**

**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: \_\_\_\_\_

Contract Description/Specification No:  
**RFQ for Architectural Services for the AAHRC/22-11497-C**

**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).

**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: \_\_\_\_\_

**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:  
**RFQ for Architectural Services for the AAHRC/22-11497-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:

- The named insured is \_\_\_\_\_.
- 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.

- The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
- Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
- 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


Contract Description/Specification No:  
**RFQ for Architectural Services for the AAHRC/22-11497-C**  
**Attachment I**

AAHRC Scope of Work - DRAFT

African American Holostic Resource Center		CUMMING Building Value Through Expertise	
1890 Alcatraz Ave Berkeley, CA 94702		13-Apr-22	
Description	Quantity	Estimated Cost	Replacement Timeframe
State of the art Green Building- Ecologically responsible building with plenty of natural light			
Facility completely ADA compliant			
5000-6000 SQFT	5000-6000 SQFT		
Reception/ waiting area			
Office with Reception / Greeting area with max. capacity of 25, plus Staff Work Station	25 Capacity		
Multipurpose Room with dividing wall (seating for 250)			
Computer Lab			
Library (will have space for the South Berkeley Legacy with skylight with max capacity of 100, plus shelves for books and displays Project and a children's section)	100 Capacity		
Built-in projectors and AV equipment in classrooms, multipurpose room and library			
One Medical Screening Room with max. capacity of 4, plus examination table, medical cabinet, small desk and two chairs	4 Capacity		
Two private therapy rooms with max. capacity of 10 and 6, plus chairs and one large desk	10 Capacity		
Dance Studio with max. capacity of 50, plus dance bar	50 Capacity		
Kitchen			
Commercial/ Learning Kitchen with max. capacity of 13	13 Capacity		
Classroom Kitchen			
50 Lockers in hallway	50 Lockers		
Four/ Six ADA bathrooms (one with a shower)	4 to 6 bathrooms		
Three Storage Rooms	3 Storage Rooms		
One Utility Room with sink	1 Utility Room		
A Garden Patio with max. capacity of 100	100 Capacity		

Attachment K

AAHRC Programmatic Model & Deliverables - DRAFT



4/13/2022

AAHRC PROGRAMMATIC MODEL & DELIVERABLES				
	Issue/Hurdle	Goal	Physical space	Benefit/End result
1	Challenges in access to employment	provide advocacy, support and referral services.	Library, Classroom, Office	Research, Access employment portals, Networking events
2	Challenges in access to healthcare	advocacy, support and referral services for an array of educational issues, legal matters and programming and services for cultural, social and recreation	medical screening room	Decrease inequities and disparities in the African American community in Berkeley. Healthier, Thriving communities of BIPOC.
3	Challenges in access to mental health treatment	provide advocacy, support and referral services.	Therapy offices	Healthier, Thriving communities of BIPOC.
4	Fair, affordable, safe housing	Drop-in access to free/discounted legal aid. provide advocacy, support and referral services.	Classroom or Office (w/reception area)	A safely and adequately housed BIPOC community.
5	Frequency of Displacement from housing	Schedule Workshops, provide advocacy, support and referral services.	Classroom or Office (w/reception area)	Reduction in poverty rates, increase in generational wealth building
6	Community Relationships: social & recreational activities	promoting self-awareness and strengthening connections by fostering unity in the African American community	Multipurpose Room	Socially engaged community that assists one another and reduces number of people (youth & elderly) who could potentially otherwise be lost
7	Increase in Poverty/ decrease in Wealth (incl children under 18 living in poverty) and addressing Generational wealth (Poverty = poor health outcomes & shorter life expectancy)	Schedule Workshops, provide advocacy, support and referral services.	Classroom or Office (w/reception area)	Reduction in poverty rates, increase in generational wealth building
8	Challenges in access to education	Access to continuing education beyond k-12. Access to mentorship and scholarship opportunities	Library, Classroom,	Enrollment in Trades, College, path to careers, wealth and stability building
9	Lack of Fair treatment within the criminal justice system	Drop-in access to free/discounted legal aid.	Classroom or Office (w/reception area)	Managed & monitored interaction with the justice system.
Available spaces: Multipurpose Room, Library, Medical Screening Room, Two Therapy Offices, Two Classrooms, Dance Studio, Gameroom, Kitchen, Office with Reception area				

Attachment L