REQUEST FOR PROPOSALS (RFP)
Specification No. 18-11195-C
FOR
Cyber Resilience Plan (CRP)
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals on development and delivery of its Cyber Resilience Plan (CRP) for FY2019-FY21. 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, April 26, 2018.** All responses must be in a sealed envelope and have “Cyber Resilience Plan (CRP)” and Specification No. 18-11195-C clearly marked on the outermost mailing envelope. Please submit one (1) digital copy (CD-ROM or USB/flashdrive), one (1) unbound original and four (4) unbound copies of the proposal as follows:

**Mail or Hand Deliver To:**
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

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 Savita Chaudhary, Director of Information Technology, via email at SChaudhary@cityofberkeley.info no later than April 11, 2018. Answers to questions will not be provided by telephone or email. Rather, 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,

Shari Hamilton
General Services Manager
I. INTRODUCTION

The City of Berkeley is a Charter City with a Council-Manager form of government. The primary facility is Civic Center, plus approximately 36 remote sites. In general, technology plays an important role in delivering services, managing the business needs of the municipality, and maintaining an open relationship with residents, businesses and visitors to City of Berkeley. The Department of Information Technology (DoIT) provides services such as technology planning and procurement, project management, network infrastructure and support services, helpdesk, data, telephone, GIS, cyber-security, administration to 1500+ employees including public safety, public works and recreation, health services, and a 311 Customer Service Center serving the community. The City of Berkeley is one of only a select few cities in California that has its own health services department. We are a hybrid entity that includes metal health, public health, and EMS services. DoIT is staffed by 43 FTE City employees currently organized within five teams: (a) 311, (b) business and (c) enterprise applications, (d) department administration, and (e) IT operations and security.

The City of Berkeley is one of the 100 cities worldwide, designated by the Rockefeller Foundation as a Resilient City and as such has produced a plan to be more resilient to physical, social, and economic shocks and stresses. The City has also adopted a Strategic Plan and a five (5) year Digital Strategic Plan (DSP). With the latter setting priorities, identifying the budget expectations, and scheduling projects and milestones that contribute to transforming its technology. Finally, the City has also adopted DoIT’s GIS Master Plan and is looking into Smart city and Internet of Things (IoT) initiatives, including microgrid and a solar powered garage.

The Cyber Resilience Plan (CRP) is an important part of establishing the strategy, methodical approach and evolving cyber-security for the City of Berkeley. This CRP plan aligns with the City’s vision of reducing cyber-risk exposure, maturing cyber-security capabilities, technologies and systems, and effecting efficient regulatory compliance.

The City’s cyber resilience program is to be built, implementing your deliverable, around five (5) core focal points: (1) the unique balance of data privacy, transparency and security that defines a California municipality and Berkeley in particular; (2) a program that is designed to include, create new and/or evolve existing functions that are key across each focal area; (3) that set of policies and rationale that facilitate a thriving and resilient cyber program; (4) the foresight, monitoring, response and mitigation that are essential in cyber incidents up through events impacting technology’s role in enabling continuity of government as well as the delivery of a smart-city services; and (5) training that builds, matures and nurtures a culture of cyber reliance across all departments and levels of the municipality.

More Specifically:

1. **Data Transparency, Data Privacy and Data Security** – Creation of a program driven by a data classification and controls framework that enables uncontentious and judicious availability, access, management and monitoring of data relating to contractual, local, State and other relevant code/definitions of “private” (or “confidential”) data, including but not limited to criminal, EHD and HIPAA, PII, PCI, and City of Berkeley ordinances and vehicles (e.g., Memorandums, boilerplate contracts, NDAs, business license form), and align to the California Public Records Act.
   - Will drive capability, and security, and application requirements.
   - Will address the public’s right to know, data exchange (e.g., interagency) and situations where data privacy is compromised, data is stolen, held hostage, illicitly altered.
(2) **Program Functional Design** – Creation of a foundational program that contains the leading cyber security programmatic elements to meet today’s cyber resilience needs. This focus will include strategy and objectives, the business of the cybersecurity program, its organizational structure, budgeting, process, communications plan, governance, and more. This focus area will also be designed for the evolution of the program aligned with City of Berkeley’s transformation into an increasingly Smart city.

(3) **Policy and Rationale** – Creation of a Charter for the cyber resilience organization and the set of policies, methodologies, processes which it will provide, as well as the vehicles it will execute (e.g., contract *pro forma*, enterprise security architecture, test plans, etc.). Will include a cyber risk assessment function which will provide the rationale for when risk assessments need to occur and the selection of controls. This focus area will plan for the establishment of the cyber resilience policy, governance surrounding the policy, cyber resilience participation and gateways in City business work efforts and projects, and cyber resilience compliance and testing, security optimization and effectiveness metrics – e.g., Key Performance Indicators (KPI’s).

(4) **Monitoring, Response & Mitigation** – This focus area seeks to mature and integrate the City of Berkeley’s cybersecurity incident response and management capabilities (IR), and support for City and Departmental emergency management plans and organizations, including but not limited to DoIT’s Business Continuity and Disaster Recovery, DoIT’s participation in City Continuity of Government (CoG)/Continuity of Operations (COOP) and Community-centric Emergency Response (DOC / EOC / OES). It will address Business Impact Analysis (BIA), Business Recovery, Resumption and Contingency, the maintenance, execution and coordination of local and regional Plans, table top and other exercises, and communications plans.

(5) **Training and Culture** – Creation of a security awareness program that changes the culture within and across the City of Berkeley through both basic end-user awareness training for all staff at all levels as well as IT staff. The CRP should identify the strategic benefits as well as the reasons and value factors and propositions for each department and staff member of the City of Berkeley (including “what’s-in-it-for-me”). This focus area may include computer-based training (CBT) within its mix of awareness days/open-house days, Video trainings, communications schedules and campaigns, reinforcement tools/vehicles, and topical/functional sessions and workshops. And, the efforts will be designed to reduce the risk of known attacks targeting people and processes (e.g., anti-phishing training, “CEO-fraud,” secure use of the Internet, etc.) as well as to provide individual and cultural-change effectiveness and optimization measuring and reporting.

II. **SCOPE OF SERVICES**

The CRP also sets forth the roadmap to accomplish the milestones effecting all of the above. As such, the City of Berkeley anticipates a project scope that includes activities outlined below. However, respondents should develop a plan of work they believe will most effectively meet the City’s objectives of assessing current gaps and developing a roadmap for improved business systems.
Milestone #1 “As Is” Assessment

- Evaluate the City’s current cyber resilience posture, capabilities and technology environment, including services provided, cybersecurity and application portfolio, infrastructure tools, organizational readiness, funding, product lifecycles, and service methodology;

- Prioritize and rank existing staffing, resources, services and programs – business, DoIT and cyber resilience – based on their ability to achieve the City’s vision in conjunction with and in support of the City’s adopted plans – GIS Master Plan, DSP, Strategic Plan, etc.;

- Evaluate the City’s current operations and governance, as well as organizational structures, budget, policies and vehicles to ensure that these best meet the City’s cyber resilience needs through the most appropriate organizational units, processes, contract provisions, service agreements, resource allocations, employee staffing and development, and reporting relationships; and

- Meet with individual City’s Department Directors and their key staff members including IT staff members to determine cyber resilience gaps, potential milestones, timing gates and dependencies, cultural dimensions/needs, and other desired needs;

Deliverable #1: “As Is” Assessment
This includes results from the desired “end state” interviews and data gathering. A cyber resilience needs assessment that considers the culture, business expectations and business needs of the organization, including the operations in the field. The Assessment will discuss cyber resilience objectives and requirements of each Department as well as opportunities for incorporation of existing activities, staff, systems, resources, plans, vehicles, and of supporting emergency and disaster response capabilities into the cyber resilience strategic plan and roadmap.

Milestone #2: “To Be” Planning

- Prioritize cyber resilience objectives, requirements and milestones across the five (5) focus areas of the five (5) years of the CRP based on the City’s current and proposed business needs, goals and plans, and evaluate alternative approaches and means for meeting those needs;

- Identify and rank known cyber resilience concerns, objectives, requirements and milestones that cannot be addressed within the scope of the initial CRP for inclusion in follow-on CRPs;

- Identify and estimate the initial implementation as well as ongoing lifecycle requirements in level-of-effort, skills, personnel and budget over the first five-years, as well as the value propositions and What’s In It For Me (WIIFM) factors for each recommended cyber resilience need. Assess the viability of the existing budget, personnel and organizations to accomplish the intended posture and maturity of the program by the end of the first five (5) years. Additionally, identify and estimate any increases over a baseline business-as-usual (BAU) threshold in operational costs for personnel and budget requirements of each recommended cyber resilience need for out-years (years six (6) through ten(10)); and

- Document and present findings and recommendations in a comprehensive five (5) year strategic plan with a swim lane diagram for each focus area and roadmaps with milestones, dependencies, resources and actions both within each focus area and across the whole strategic plan. Additionally, document known concerns, objectives, requirements and milestones that the City of Berkeley should anticipate needing to address within
any succeeding cyber resilience plan (e.g., for years six (6) through ten (10)) or one that extends and expands upon this plan and roadmap.

✓ **Deliverable #2 – Cyber Resilience Plan (CRP) and Implementation Roadmap**
A successful CRP is one that the City Manager, the Director of IT and the Information Security Manager, Department Directors and their key staff members are proud to put forward to the Council for approval and to the City’s members and community for buy-in and fulfillment. And, which the City Manager, the Director of IT and the Information Security Manager, Department Directors and their key staff members readily execute over the life of the roadmap.

1. This strategic plan will address the most critical cyber resilience needs of the organization across the five (5) focus areas (as mentioned in the section I – Introduction) over the next five (5) years.
2. It will provide a holistic roadmap for implementing the recommended solutions that will provide and facilitate the greatest positive impact on the cyber resilience posture of the organization.
3. It will also provide a swim lane diagram for each focus area.
4. This deliverable will document known and anticipated concerns, objectives, requirements, and milestones that will need to be addressed within future, succeeding cyber resilience plans/roadmaps.
5. The draft will propose potential organization changes, level-of-effort estimates, needed capabilities (software, systems, and/or services), resources needed (skills, processes, hardware, software, implementation, training and staff), value propositions and “what’s-in-it-for-me” factors, and corresponding estimated costs for implementation and ongoing support for each cyber resilience recommendation.

✓ **Deliverable #3 – Executive Summary**
A preparatory organizer for the target audience that, above all else, clearly and concisely states the case for this strategy and roadmap. And, that entices the target audience to read and evaluate the full CRP.

✓ **Deliverable #4 – Final Documents**
- Presentation of Final Cyber Resilience Plan – see above.
- Presentation of Final Implementation Roadmap – see above.
- Presentation of Executive Summary

To that end, the full set of deliverables will be:

✓ **Deliverable #1 – “As Is” Assessment** – see above.
✓ **Deliverable #2 – Draft Cyber Resilience Plan (CRP) and Implementation Roadmap** – see above.
✓ **Deliverable #3 – Executive Summary** – A preparatory organizer for the target audience that, above all else, clearly and concisely states the case for this strategy and roadmap. And, that entices the target audience to read and evaluate the full CRP.
✓ **Deliverable #4 – Final Documents**
- Presentation of Final Cyber Resilience Plan – see above.
- Presentation of Final Implementation Roadmap – see above.
- Presentation of Executive Summary
Provide the City with (i) thirty (30) bound, (ii) one unbound copy of the final Plan-Implementation Roadmap, as well as (iii) an electronic copy of the final version (both in Microsoft Word and pdf formats), including related schedules and documentation in Excel and/or Microsoft Project format so it can be updated and/or edited by City staff.

We place a priority on timely performance of these services. Once the contract is awarded for this project, we expect the project to begin within two weeks. Work must be complete, including delivery of the approved final Plan not later than October 01, 2018. This is a firm deadline due to the timing of the City’s 2020 - 2021 budget process.

The tentative schedule is defined in Section VIII that is subject to change based on Council meeting schedule changes or unforeseen circumstances.

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.

A. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

B. Contractor Qualifications and Capabilities:

Provide a narrative summarizing firm’s qualifications, and operational and financial capability/capacity to perform the work described herein. Respondents are encouraged to include past performance history and verifiable accomplishments of both the firm and staff identified to perform work under the resulting contract. Inclusion of information that speaks to firm’s competitive differentiators and market reputation in the practice of cybersecurity and in selling the final deliverables is strongly encouraged.

C. Client References:

Provide a minimum of three (3) client references. References should be California cities or other similarly situated public sector entities where possible. References from private sector engagements may be provided where contractor demonstrates similarity and value. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

D. Project Plan/Approach to Work/Proposed Methodology:

Provide a narrative describing the proposed approach and methodologies to be used to ensure the City’s objectives for this project are met. Include a pro forma project plan complete with key tasks, milestones and deliverable, as well a resource requirements. Include a sample of a similar plan prepared for another organization. For the purpose of preparing the pro forma project plan assume a notice to proceed date of July 2, 2018.

E. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. 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.
The City anticipates a fixed fee for this service. All proposals shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for the City to consider each proposal and make an award.

F. 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.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm(s) is recommended for contract award.

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>WEIGHTING/POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and Capabilities</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Project Plan/Approach and Methodology</td>
<td>40</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>30</td>
</tr>
</tbody>
</table>

A selection panel will be convened to evaluate each proposal in accordance with the above criteria. The City reserves the rights to consider information that is independently derived, to award part or all of the required services to one or more respondent, and to reject all responses and make no award pursuant to this RFP as in its sole determination is deemed most advantageous to the City.

V. PAYMENT

The Payment schedule and terms will be as follows:

- 15 % Upon contract execution
- 30 % Upon Completion of Deliverable #1
  - “As Is” Assessment
  - Completion and initial results from the Desired “To Be” State interviews and data gathering
- 20 % Upon Completion of Deliverable #2
  - Presentation of Draft Cyber Resilience Plan and Roadmap
- 20 % Upon Acceptance of Deliverable #3
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 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. 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.

E. 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 Living Wage rate is currently $14.97 (if medical benefits are provided) or $17.45 (if medical benefits are not provided). 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.

F. 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.

G. 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 insureds, and shall be primary and non-contributory on the part of the City.

B. Worker’s Compensation Insurance:
A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Worker’s compensation policy must be endorse to provide for a waiver of subrogation in favor of the City of Berkeley. 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

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies 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

VIII. SCHEDULE (dates are subject to change)

- Issue RFP to potential bidders: 02 March 2018
- Questions Due: 11 April 2018
- Answers to Questions Published on Website: 19 April 2018
- Proposals due from potential bidders: 26 April 2018
- Complete Selection Process: 10 May 2018
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
- Living Wage Form
  Attachment E
- Equal Benefits Certification of Compliance
  Attachment F
- Right to Audit Form
  Attachment G
- Insurance Endorsement
  Attachment H
ATTACHMENT A

CHECKLIST

☐ Proposal describing service (one (1) digital copy (CD-ROM or USB/flashdrive), one (1) unbound original and four (4) unbound copies)

☐ Contractor Identification and Company Information

☐ Client References

☐ Costs proposal by task, type of service & personnel

☐ 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
  - Living Wage Form (may be optional) Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

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 G

☐ Commercial General & Automobile Liability Endorsement Form Attachment H

☐ 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. #: ___________

<table>
<thead>
<tr>
<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
<td>Female Male</td>
</tr>
<tr>
<td>Official/Administrators</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Para-Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Craft Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service/Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Attachment B
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, hearing 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.
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: Cyber Resilience Plan (CRP)/ 18-11195-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 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 Ado, 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.: Cyber Resilience Plan (CRP)/ 18-11195-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: ________________________________

Attachment D
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 change (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: Cyber Resilience Plan (CRP)/ 18-11195-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 ___________________________
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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail Address:</th>
<th>Fax No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: __________  ______________

Attachment F
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: Cyber Resilience Plan (CRP)/ 18-11195-C

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

Attachment G
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:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 _________________________________, Department of _________________________________, Berkeley, CA.

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

Contract Description/Specification No: Cyber Resilience Plan (CRP)/ 18-11195-C