



Finance Department
General Services Division

**REQUEST FOR PROPOSALS (RFP)
Specification No. 18-11240-C
FOR
SANITARY SEWER MASTER PLAN
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to prepare a comprehensive Sanitary Sewer Master Plan. 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, December 13, 2018. All responses must be in a sealed envelope and have “SANITARY SEWER MASTER PLAN” and **Specification No. 18-11240-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and three (3) 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 Tiffany Pham, Associate Civil Engineer**, via email at Tpham@CityofBerkeley.info **no later than 5:00 PM, November 27, 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

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us Website: <http://www.ci.berkeley.ca.us/finance>

I. BACKGROUND

The City of Berkeley encompasses approximately 18 square miles on the shores of San Francisco Bay. The City is bounded on the north by the City of Albany and Kensington, south by the Cities of Oakland and Emeryville, and the eastern city limit coincides with the Contra Costa County border which follows the ridgeline of the Berkeley Hills. Incorporated on April 4, 1878, the City has a population of 112,580 as at the 2010 census. The City is the site of the University of California, Berkeley, the Lawrence Berkeley National Laboratory, Alta Bates Hospital and Bayer.

The City owns and operates a wastewater collection system that services over 31,000 residential and commercial customers within the City's boundaries. The wastewater is treated by East Bay Municipal Utility District (EBMUD). The City's collection system collects and conveys wastewater generated within the City to the EBMUD wastewater system and consequently to the EBMUD treatment facility. Also, the City's collection system conveys wastewater from small areas of Albany, Oakland, and a few parcels in the Stege Sanitary District (Kensington) to the EBMUD system.

The collection system serving the University of California at Berkeley (UCB) campus, located within the City, is owned and maintained by the University. UCB contributes flow to the City's sanitary sewer system. Also, the Lawrence Berkeley National Laboratory (LBNL), located on UCB property, contributes flow to the City's sewer system.

The wastewater collection system includes approximately 254 miles of City-owned gravity sanitary sewers, 7,200 manholes and other sewer structures, 7 lift stations, less than 1 mile of pressure force mains, and about 130 miles of lower laterals. The City is responsible for the maintenance and repair of lower laterals. Approximately 220 miles of sanitary sewer mains and associated laterals have been replaced since the current program started in 1987. Another 8 miles of sanitary sewer mains are currently in construction or in design. The remaining 26 miles of sanitary sewer mains range in age from 30 to 100 years and are in need of rehabilitation or repair.

On September 22, 2014, the City of Berkeley, EBMUD and EBMUD's satellite agencies entered into a Consent Decree (CD) with the United States Environmental Protection Agency (EPA), Regional Water Board, and State Water Board to reduce excess wet weather flows and consequently eliminate EBMUD facilities discharges into the San Francisco Bay. As a result, the City developed plans and programs to reduce inflow and infiltration (I&I), reduce sanitary sewer overflows, and repair and replace aging sanitary sewer pipelines. Under the CD, City of Berkeley agreed to replace an average annual rate no less than 4.2 miles of sanitary sewer mains on a three-fiscal-year rolling average, replace noncompliant manholes, perform regular condition assessment, perform spot repairs, and increase required maintenance activities.

A Sewer Rate Study (SRS) was completed in 2015 to review the financial health of the City's Sanitary Sewer Fund. Based on the report's findings, the City adopted sewer service rate increases for the first time since 2006. The gradual, phased increases began in FY 2016 and will continue through FY 2020 to fund CD compliance work. However, construction costs since 2017 have exceeded the forecasted costs of the SRS leading to unsustainable spending and a drawdown of the sewer fund.

The following background/reference documents including:

2014 Sewer System Management Plan (SSMP)
2014 Asset Management Implementation Plan (AMIP)
2012 Sewer System Hydraulic and Capacity Assessment Report

They are available for review on the City's website as follows:

[https://www.cityofberkeley.info/Public_Works/Sewers - Storm/Sanitary Sewer Program.aspx](https://www.cityofberkeley.info/Public_Works/Sewers_-_Storm/Sanitary_Sewer_Program.aspx)

The 2015 Sanitary Sewer Rate Study is also available for review in the May 12, 2015 Council Action Item Report on the City's website:

http://www.ci.berkeley.ca.us/Clerk/City_Council/2015/05_May/Documents/2015-05-12_Item_30_Sanitary_Sewer.aspx

The 2014 EBMUD Consent Decree is available for review on the EPA website:

<https://www.epa.gov/sites/production/files/2017-10/documents/ebmud-cd14.pdf>

II. SCOPE OF SERVICES

The Consultant shall furnish all services as required in order to prepare a comprehensive Sanitary Sewer Master Plan (SMP). The Consultant shall research and collect all relevant City of Berkeley's data necessary to complete the SMP. The Consultant is encouraged to propose modifications to the individual tasks listed below or the entire scope of services if the Consultant can demonstrate innovative, advanced and well thought-out methodologies that the City may not have specifically identified in the task. These proposed additional modifications shall be identified as optional items and priced out separately.

The SMP, at a minimum, will include flow monitoring, update the existing hydraulic model, identify sewer main capacity constraints and system deficiencies, review and analyze City-provided Close Caption Television (CCTV) documents and provide a condition assessment report, prioritize sanitary sewer capital improvement rehabilitation needs, develop a 5-year and 15-year capital improvement program to address these needs, and provide a financial analysis plan. This financial analysis may be used to update the City's sewer rates and impact fees.

The consultant shall carefully control costs and resources, and complete assigned work on schedule. The consultant shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the consultant's work and sub-consultant work, if applicable. To ensure the project remains on track, the consultant shall provide a monthly progress report which shall include a brief status of completed work, work anticipated to be completed in the next reporting period, problems/obstacles identified during the reporting period and any issues.

The scope of services shall generally include the following:

a. Document Review and Data Collection

1. Review scope of services with City staff and review relevant documents, including but not limited to, the Consent Decree (CD), Sanitary Sewer Management Plan (SSMP), Asset Management Implementation Plan (AMIP), Sewer System Hydraulic and Capacity Assessment, and Sanitary Sewer Rate Study.
2. Review City's sanitary sewer records to identify recent improvements constructed.
3. Coordinate with EBMUD to obtain water consumption and flow data.
4. Coordinate with City's Planning Department to obtain future development plans.
5. Review City's closed-circuit television (CCTV) inspection videos, maintenance records, and meet with City staff to identify areas of concern regarding sewer mains (both gravity and force) and pump stations. Included in the data are CCTV inspection records for approximately 150 miles (60%) of the City's sanitary sewer system. An additional 26 miles of the system will be inspected by the City's Operations and will be available for review by the end of year of 2018. This information is available in POSM software format.

6. Review City's sanitary sewer hydraulic model. The model was prepared in 2012 using InfoWorks ICM computerized program.
7. Review GIS database for the sanitary sewer system. Note that approximate locations (x, y, and z) of sanitary sewer manhole and pipe are included in the GIS database. Consultant shall be responsible to verify City's as-built drawings and ensure the database is accurate.
8. Meet with City staff to review development plans and all relevant documents.
9. Prepare a description and general inventory of the sanitary sewer system based on review of plans, reports, studies, and field inspections.

b. Field Investigations

1. Set flow meters as appropriate to determine average flow rates and patterns throughout the City including in/out of all pump stations. Meters should be strategically located to assist in the review/identification of average flow rates for residential (single and multi-family), commercial, hotel/motel, and apartment land uses. Meter locations and methodology must be reviewed and approved by the City.
2. Inspect all pump stations, review inventory capabilities of each facility, collect relevant as-built plans, maintenance records, pump curves, and run logs.

c. Sewer Model Update and Calibration

- a. Update the City's InfoWorks ICM hydraulic model. The model was originally developed and calibrated as part of the City's previous Sewer System Hydraulic Modeling and Capacity Assessment project completed in 2012. The original model was based on EBMUD water consumption data from 2004/05 and 2005/06 and flow monitoring data collected during the 2008/09, 2009/10, and 2010/11 wet weather seasons.
- b. Using flow data collected in Field Investigations, the consultant shall update model simulations for design storm dry and wet weather flows for existing and future development scenarios.
- c. Identify locations in the wastewater system that have capacity constraints under peak wet weather flow based on the criteria developed for the 2012 report.
 1. Identify areas in the City with high rates of Infiltration and Inflow (I&I).
 2. The consultant shall provide the City the updated InfoWorks ICM hydraulic model that includes, but is not limited to, all of the following:
 - a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention, manhole invert elevation for all pipes and rim elevation.
 - b. Pipe size and material
 - c. Pipe flow estimates for peak dry and wet weather flows, resulting D/d ratios, and available capacity based on City specified D/d ratios
 - d. Links to any available meter data collected as part of Field Investigations

d. Sanitary Sewer Capital Improvement Program (CIP)

Using data collected during Field Investigations, the consultant shall develop a Sanitary Sewer Capital Improvement Program recommending a short-term (5-year) and a long-term (15-year) improvements necessary to meet all requirements as described in the Consent Decree and maintain a desired level of service for the City's sanitary sewer assets such as mainlines, manholes, and pump stations. The CIP should include the following:

1. Condition Assessment

- a. Review CCTV inspections and provide a summary table for conditions of the City's sanitary sewer assets using NASSCO rating system.
- b. Identify the useful life and value of the existing sanitary sewer collection system assets. Pipe materials of existing sanitary sewer mains include high-density polyethylene (HDPE), Acrylonitrile-Butadiene-Styrene (ABS), vitrified clay (VCP), cured-in-placed liner, polyvinyl chloride (PVC), cast iron, and reinforced concrete (RCP).
- c. Establish the asset values and recommended year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the Consultant using projected-useful-life tables, decay curves, or recent condition assessment studies.

2. Recommendation of Improvements

- a. Identify improvements (or improvement programs such as regularly scheduled condition monitoring programs) necessary to meet the Consent Decree's requirements and the City's desired level of service.
- b. Develop prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:
 - i. Probability of failure based on condition of facility.
 - ii. How critical the facility is to system operations (i.e., ramifications of failure).
 - iii. Potential I/I reduction.
 - iv. Cost of facility failure (including social and environmental costs in addition to hard costs of repairs).
- c. Recommend a replacement and rehabilitation methodology for all recommended improvements. The methodology should take into account the material, condition, age of facility, and sensitive environmental areas (such as creeks and industrial areas).
- d. Prepare construction cost estimates associated with all recommended improvements or improvement programs.
- e. Create a prioritized list of recommended improvements and improvement programs through 2035 with a detailed focus on near term critical projects through 2025.

e. Financial Analysis (Optional Task)

The consultant shall assist the City to determine revenue needs by providing specific tasks necessary to support the adoption of a new sanitary sewer rate structure, including the following:

1. Refine Cash Flow Analysis - The City has prepared a draft cash flow analysis that identifies historical and projected revenues and expenses in the sewer operations and impact fee funds. The consultant should analyze and modify this cash flow as necessary.
2. Revise Costs, As Necessary - Work with City staff to integrate appropriate capital and operations costs into the cash flow analysis based on the sanitary sewer master plan.
3. Assess Current Rate Structure and Connection Fees - Analyze the current rate structure and connection fees to identify any issues that need to be addressed. Evaluate the allocation of cost between land uses to determine whether it is appropriate.
4. Compare Rates and Fees - Survey other cities and agencies in the San Francisco Bay Area to determine how the current and proposed rate structure and fee in Berkeley compares. The comparison should include a comprehensive summary of monthly utility costs (sewer, water, refuse, electric, and gas) including rates administered by East Bay Municipal District and PG&E.
5. Assess Feasibility of New Rates and Fees - Determine whether the revised rate and fees structure is feasible in the current market.
6. Develop Alternate Rates and Fees or Phase Approach (if necessary) - If the revised rate structure is infeasible, recommend an alternative structure and/or recommend a mechanism to phase in the modified rate structure.
7. Adoption of New Rates and Fees Structure - Assist the City in preparing the necessary documentation, notices, in order to comply with the requirements of Proposition 218 and public hearing process to adopt a new fee structure.

All materials submitted to the City will become the exclusive property of the City of Berkeley.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

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

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

3. Cost Proposal and Fee Schedule:

The City is interested in different cost-effective approaches to complete the final Sanitary Sewer Master Plan. The final scope of services will be subject to negotiation. The proposal should include a detailed scope of services and all costs for which the consultant expects to be compensated for, including all materials furnished and services provided. The quoted price shall constitute full and complete compensation for the services and

materials provide as outlined above. Consultant staff fee schedule should clearly indicate effective dates, applicable escalation clauses, and miscellaneous billable costs, in addition to hourly rates.

As the City is committed to making the most efficient use of public fund available, the comparative cost factors associated with each proposal will also be considered. The City reserves the right to select the best combination of qualifications and cost effectiveness for the scope of work identified in this RFP.

4. Contract Terminations:

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

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

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

5. Qualifications and Key Personnel

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

6. Project Specific Requirements

a. Project Team:

In response to this RFP, the prime consultant should have at least a minimum of five years' experience of developing of the sanitary sewer master plan and collection system hydraulic modeling. The prime consultant must have an excellent knowledge of the Sewer System Management Plan (SSMP) requirements and their application to the sanitary sewer collection system. The team shall have all necessary state, and federal certification applicable to the project. List prime and sub-consultants with individual addresses, telephone numbers and areas of expertise. Briefly describe the project responsibility of each team member.

a. Description of Organization, Management and Team Members:

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

b. Scope of Work:

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposer must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

d. Proposed Project Schedule:

Time is of the essence for this agreement. The proposal shall include a schedule to undertake the work program.

IV. SELECTION CRITERIA AND PROCESS

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

1. Consultant's understanding of the project (Refer to Sections III.3 and III.6) – 20 points
2. Approach to work tasks (Refer to Sections III.3 and III.6) – 30 points
3. Qualifications and related experience – 30 points
4. Schedule – 10 points
5. References – 10 points

The selection process will consist of a panel of City staff and possibly other experts reviewing the proposals according to the criteria discussed above, and the possibility of inviting one or more proposers for potential interviews, which may take place on or about three weeks after proposal is submitted. The selection committee will determine if it is necessary to develop a "short list" and continue the selection process with formal presentations.

The City of Berkeley reserves the right to reject any and all proposals and to resubmit its request for proposals.

The City Manager will make recommendation to the Berkeley City Council based on the outcome of the selection process. The preferred consultant is expected to be selected and authorized by the Berkeley City Council in March 2019.

V. PAYMENT

1. Invoices are to be submitted once a month.
2. All invoices must be fully itemized indicating number of hours expended, hourly costs for employees, subcontractors, and related charges; provide sufficient information for approving payment and for audit purposes.
3. Invoices must be accompanied by receipt for services in order for payment to be processed. Payment in advance of work performed shall not be made.
4. Invoices shall reference contract number and project title, and shall be mailed to:

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Tiffany Pham, Public Works Department

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

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution 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. As of June 30, 2018 the living wage rate will be increased from \$14.97 to \$15.45 (if medical benefits are provided with a minimum value of

\$2.56 an hour) or \$17.45 to \$18.01 (if medical benefits equivalent to \$2.56 an hour 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.

Insurance not Necessary: If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City. This determination must be made by the Risk Manager in writing before the RFP is issued.

Insurance Waiver: A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

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

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)

- | | |
|--|-------------------|
| <input type="checkbox"/> Issue RFP to potential bidders: | November 14, 2018 |
| <input type="checkbox"/> Questions Due | November 27, 2018 |
| <input type="checkbox"/> Proposals due from potential bidders | December 13, 2018 |
| <input type="checkbox"/> Complete Selection Process | January 9, 2019 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | March 26, 2019 |
| <input type="checkbox"/> Award of Contract | March 27, 2019 |
| <input type="checkbox"/> Sign and Process Contract | April 24, 2019 |
| <input type="checkbox"/> Notice to proceed | May 1, 2019 |

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) unbound original and three (3) 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. #: _____

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.

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: **Sanitary Sewer Master Plan/ 18-11240-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 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.: **Sanitary Sewer Master Plan/ 18-11240-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
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.

Attachment E

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: **Sanitary Sewer Master Plan/ 18-11240-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 _____, _____
(State) (City)

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: **Sanitary Sewer Master Plan/ 18-11240-C**

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

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, 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: **Sanitary Sewer Master Plan/18-11240-C**