

Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)  
Specification No. 19-11253-C  
FOR  
Capital Improvement Program Software  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a new Capital Improvement Program software solution. 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, November 1, 2018. All responses must be in a sealed envelope and have “Capital Improvement Program Software” and Specification No. 19-11253-C clearly marked on the outer most mailing envelope. Please submit one (1) unbound original, six (6) unbound and one (1) electronic 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.

The City will host a **mandatory** pre-proposal conference at **9:00 am PST, Friday, October 19, 2018**, in the Redwood Room on the 6<sup>th</sup> floor in the Civic Center Building at 2180 Milvia Street in downtown Berkeley. **IMPORTANT:** Vendors must be present in person or by telephone at the pre-proposal conference in order to submit responses to this bid solicitation. Vendors intending to participate in the pre-proposal conference by telephone **must** pre-arrange their intent to call in no later than **2:00 pm PST, Thursday, October 18, 2018** by contacting **Debra Montgomery, Senior Systems Analyst** via email at **[demontgomery@cityofberkeley.info](mailto:demontgomery@cityofberkeley.info)** or by telephone at **(510) 981-6515** and request meeting access information.

**For questions** concerning the anticipated work, or scope of the project, please **contact Debra Montgomery, Senior Systems Analyst**, via email at **[demontgomery@cityofberkeley.info](mailto:demontgomery@cityofberkeley.info)** no later than **Thursday, October 18, 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>** by **Wednesday, October 24, 2018** at **5:00 PM**. 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 seeks a Capital Improvement Program (CIP) software solution to help manage its extensive portfolio of capital assets and infrastructure managed by Public Works (PW) and Parks, Recreation, and Waterfront (PRW) departments. Currently, the City uses many disparate technologies and diverse processes to budget, manage, and execute CIP projects. The City would like to unify and streamline the CIP process to improve coordination, communication, and transparency.

### **1.1. About the City**

The City of Berkeley is located in Alameda County on the east side of the San Francisco Bay. At the geographic midpoint of the greater San Francisco Bay Area, the City is 20 minutes (or 10 miles away) from San Francisco and within easy proximity to population centers in Contra Costa County and Silicon Valley. Encompassing 17.7 square miles and with a population of 118,853 residents, Berkeley has the highest population density of any city in the East Bay region. The City is defined to a large degree, both culturally and economically, by the presence of the University of California campus located on the eastern side of the City.

The City operates under its own charter with a Council/Manager form of government. The City Council consists of eight Councilmembers, elected by City's for four-year terms, and one Mayor, elected "at large" for a four-year term. The City provides a comprehensive set of community services common to similar-sized California cities such as public safety (police and fire); sanitation and sewer; public maintenance and infrastructure; leisure (parks, recreation and marina); animal control; planning and zoning; general and administrative services, and housing advocacy and support services. In addition, the City offers support services for public health and human services; and operates a city-owned public library system.

The Mayor and Council select and confirm the City Manager, who acts as a Chief Executive Officer for the rest of the City government. The City Manager is responsible for the administration of City services and programs, enforcement of the City's Municipal Code and ordinances, and preparation of the annual budget. Department directors are selected by the City Manager and confirmed by the City Council.

The City employs a two-year budget process. In year one of the biennial budget cycle, the City Council formally adopts authorized appropriations for the first year of the two-year budget and approves "planned" appropriations for the second fiscal year. In year two of the budget cycle, the City Council considers revisions and formally adopts authorized appropriations for the second fiscal year. Although the budget cycle covers a two-year period, the City Charter requires that the City Council adopt an annual appropriations ordinance for each budget year.

The City's fiscal year 2018 budget extending from July 1, 2018 through to June 30, 2019 is \$474 million, of which \$171 million is allocated from the General Fund. The City has a workforce of 1,530 full-time equivalent employees.

*More information is available in the City located at the link below: <https://www.cityofberkeley.info/Home.aspx>.*

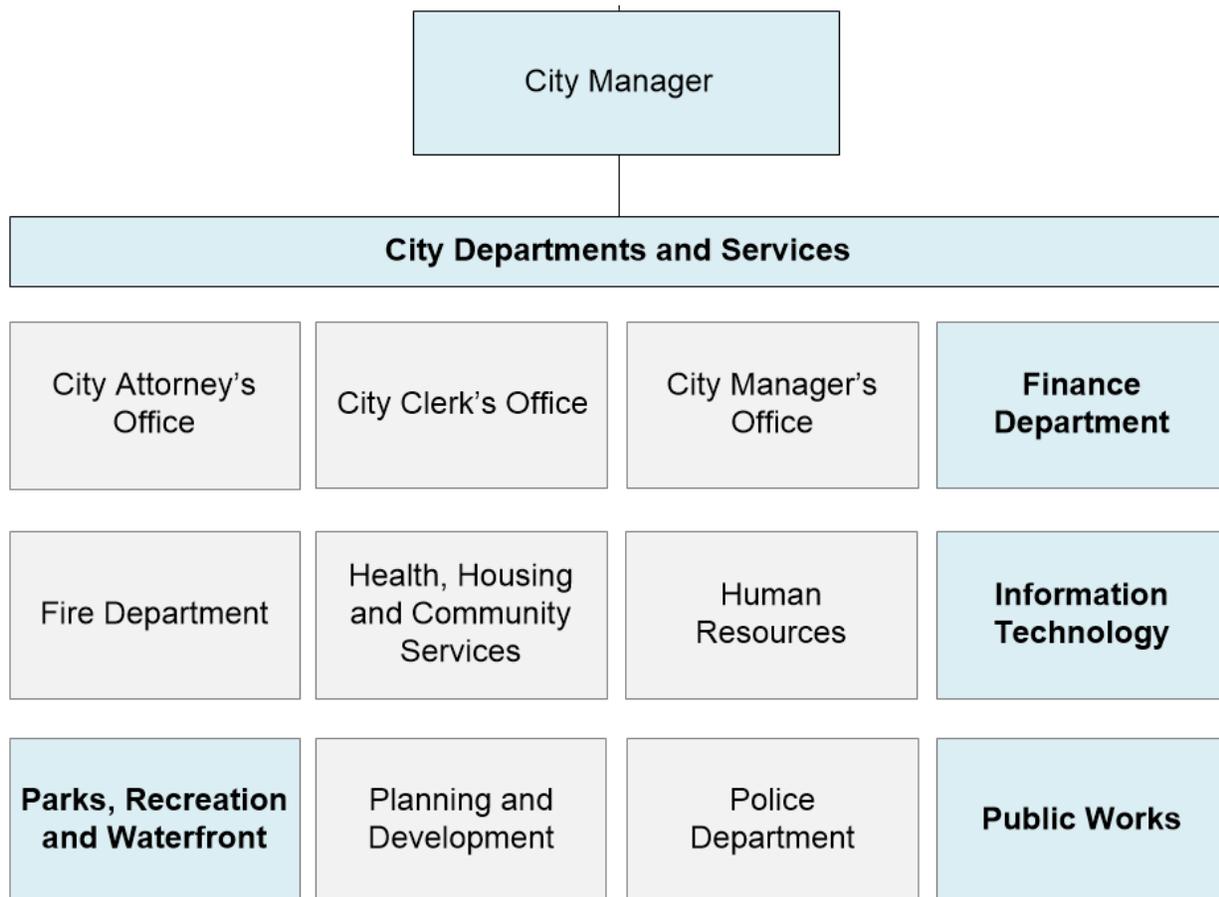
## 1.2. Project Background

Historically, the City has not had the proper funding to keep pace with necessary maintenance, repairs, and upgrades required to keep City assets and infrastructure in good working order. However, recent actions by Berkeley voters have significantly improved the strength and fiscal position of some of the City’s major special funds that can be used to address long-time deferred CIP work. With help from these new funding sources, Berkeley’s City Council passed a CIP budget for FY2018 and FY2019 of \$81.6 million and \$39.9 million respectively.

The City has identified a number of [projects](#) (click this link for details) that will address key problem areas of the City’s infrastructure. To help manage these projects and others, the City seeks a software solution to facilitate effective project planning and scheduling along with financial forecasting and management of Capital Improvement Program projects.

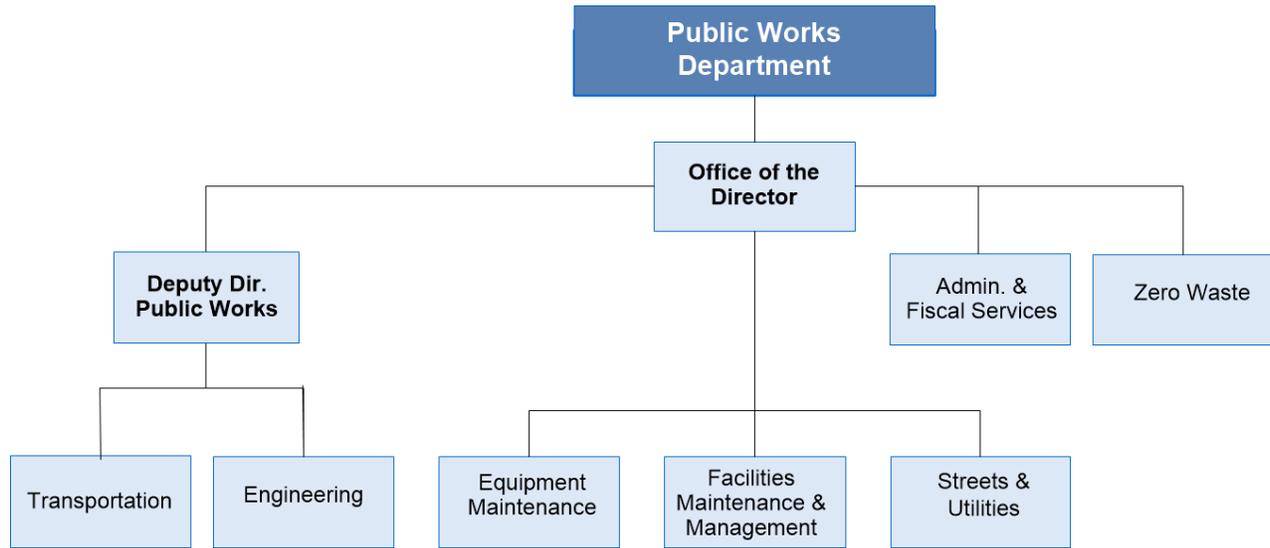
While this project will focus on the Public Works and Parks, Recreation, and Waterfront departments, other departments will play a role. Here is an organization chart of the City:

Figure 1.2.1: City Government Department and Services Chart



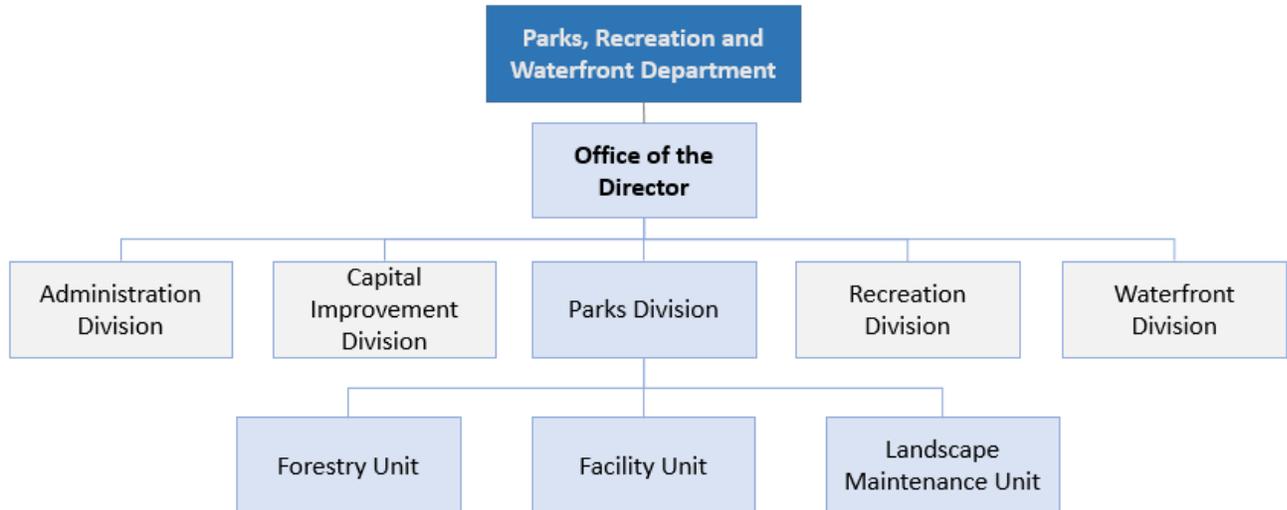
Here is an organization chart of the Public Works department:

Figure 1.2.2: Public Works Organization Chart



Here is an organization chart for the Parks, Recreation and Waterfront department:

Figure 1.2.3: Parks, Recreation and Waterfront Organization Chart



### 1.3. Project Goals

The limited installed functionality and lack of integration between existing systems requires that staff utilize many shadow systems to support key business processes. With this Project, the City aims to improve business processes, gain efficiencies, simplify and standardize use of systems, and implement best practices for capital project tracking environment.

The Project's key goals and success indicators include the following:

- Improvement to business processes
- Implementation of business processes based on best practices
- Improvements to and updating of outdated technology
- Improved Project Administration and management
- Improvements of system and data integration with appropriate systems, where required
- Elimination of duplicate data entry
- Provide access to source data and user-friendly reporting tools
- Improved Productivity and transparency
- Reduce paper use
- Increase transparency of CIP projects

## **II. SCOPE OF SERVICES**

The City desires a Capital Improvement Program software that has the flexibility and capability to meet current and future business functions and anticipates project commencement in the fall of 2018 to be completed no later than spring 2019. Vendors should prepare their proposals based on functions that are listed in the RFP. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

The City will sign an initial three year contract to be amended as needed. The selected vendor must bring the range of necessary capabilities and experience to implement and maintain the Capital Improvement Program software.

The City will consider proposals submitted by a contractor that proposes to work in conjunction with subcontractors. However, the bidding vendor must assume responsibility for all work and services performed under the executed contract.

It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed Capital Improvement Program (CIP) software.

Vendor selected as a result of this RFP must be prepared to begin work immediately upon contract execution.

### **2.1. Implementation Services**

The City is aware of the level of effort required for a CIP software implementation. The City also understands the importance of a disciplined implementation that includes services for project management, system design configurations, deployment, documentation, testing, and training. The City also desires a project where implementation consultants will participate in configuring a fully functional solution and provide in depth consultation regarding process efficiencies and best practices.

The vendor will provide complete project management services that oversee the project initiation, planning, execution, monitoring, and closure phases. A dedicated project manager must be assigned to this project. The vendor will create and maintain project artifacts such as a detailed project plan, work breakdown structure, resource allocation, project communication, etc. The vendor will lead a kickoff meeting with executive stakeholders and hold weekly status meetings during the course of this project.

See **Exhibit L**, Berkeley As-Is & To-Be Business Process Maps, for information related to the desired business process automation. The City has made process decisions that are expected to be implemented in the new system.

## **2.2. Implementation Deliverables**

To ensure quality throughout the implementation, the Project will include, at minimum, the following deliverables. Each deliverable will be the responsibility of the Vendor and will be formally presented to the City for review and sign off. For milestones with multiple phases, each phase is expected to contain each deliverable (unless noted otherwise).

### **2.2.1. Comprehensive Project Plan**

- Project Implementation Plan: Detailed listing of phases, tasks and subtasks for the entire Project that include: start and completion dates, responsibility, and predecessors. Tasks to include all implementation activity, deadlines, milestones, draft deliverables, review periods, final deliverables and sign-offs.
- Communication Plan
- Risk Management Plan
- Change Management Plan
- Ongoing Communication, Coordination, and Project Status Reports

### **2.2.2. Technical Infrastructure Design and Implementation Plan**

- Design for each of the production and non-production environments proposed by the Vendor, containing at a minimum detailed information on:
  - (a) Methodology, tools, procedures, activities, and services for infrastructure installation, configuration and change
  - (b) Recommendations of physical upgrades to City's current systems
  - (c) Hardware specifications, server and storage, sizing and capacity planning
  - (d) Software bill of materials including system software, application software, middleware and databases
  - (f) Security infrastructure and services (identify, protective, monitoring/detective, and responsive/recovery)
  - (g) Network and connectivity
  - (h) Performance characteristics
  - (i) Data warehouse and reporting requirements
  - (j) Availability, flexibility, and growth requirements.

### **2.2.3. System Design Documents**

- Requirements Validation Document: Work product that validates the desired future state business processes and required functionality. This will include detailed business analysis and requirements gathering with appropriate business units.
- System Design Document: Work product that identifies both business process decisions as well as system configuration decisions for each in scoped business process and system feature.

### **2.2.4. System Configuration, Migration and Integration**

- System Installation and Configuration
- Legacy Data Migration (as required)
- Report Implementation and Development (as required) Exhibit J
- Application Integration with software as identified in the Interfaces list (Exhibit K)

### **2.2.5. Testing**

- Test Plans
- Test Scripts: based on the functional requirements and system design document that require successful completion of each item in scope (functional requirements) and the set-up of the system (system configuration).
- User Acceptance Plan

- Pre-production security testing

#### **2.2.6. Training**

- System Administration documentation and training: complete system manual for how to use the configured system and carryout disaster recovery
- Role-based End User documentation and training
- Type of trainings provided – Hands On, Onsite, Virtual
- Training manuals, videos for future use

#### **2.2.7. Cutover Plan**

- Complete set of activities required for Go-Live including Go-Live and Post Go-Live support
- Operational runbook – (i) daily application and infrastructure operations (activities, SLAs); (ii) application and infrastructure troubleshooting and escalation procedures, contacts and SLAs; and (iii) security operations.

#### **2.2.8. Software maintenance**

### **III. BUSINESS, FUNCTIONAL AND TECHNICAL REQUIREMENTS**

The following provides a list of features and function identified by the departments. Proposers will fill out and submit the following with Proposals: **Exhibit I** Features and Functionality Requirements, **Exhibit J** Report Requirements, and **Exhibit K** Interface Requirements.

#### **3.1 Description of Capital Improvement Program Software Features and Functionality**

The City has compiled a list of features and functions required for the Capital Improvement Program software.

**Please note that the City requires all submissions include answers to the Features & Functionality Matrix (Exhibit I). Please answer all of the questions with:**

- **“Yes”** – which means your proposed solution currently has the required functionality, report, or feature;
- **“No”** – which means your proposed solution does not currently have the required functionality, report or feature; **or**
- **“Can be done, but requires customization”** – which means your proposed solution can be customized to include the required functionality, report or feature. If this answer is chosen, then please elaborate in the column to the right by providing details regarding the level of effort required and an itemized listing of proposed implementation costs. Please indicate if these costs are included in the proposal or optional.

**Here is a list of required general features and functions of the Capital Improvement Program Software:**

- Web based system
- Hosted system
- Centralized web based administrative console
- System allows for administrators to control different levels of user access
- End users can delegate authority to different portions of the system
- Internet Explorer, Chrome, Firefox, etc. can be used as a client to connect to the system
- Public facing web portal for general contractor interaction
- System provides a method to create customized electronic forms
- Product has smart forms that dynamically update based off previously chosen selections/dropdowns

- Software provides a calculated method to rank projects
- System provides a robust search feature
  - Search by project status
  - Search by project phase
  - Search by departments, programs, divisions, or locations
  - Search by funding source
  - Search by project manager
  - Search by deadlines/times
  - Search by keywords
- Has a robust workflow feature
- Workflows can be easily altered as business processes change
- System has a routing function that allows workflow tasks to be sent to one or multiple users
- Multiple workflow tasks can be active at the same time
- Has a method to track workflow tasks including time tracking
- Can send automatic notifications (e.g. when a user is has completed a workflow task)
- Can allow a subset (e.g. management team) to review, approve, and reject a particular project and / or task
- Can provide e-signatures natively
- Can allow a workflow task to be escalated

**Here is a list of required financial administration / budgeting features and functions of the Capital Improvement Program Software:**

- Includes an advanced finance / multi-year budgeting module
- Allows for detailed, dynamic multi-year fund forecasting
- Can take project budgets to automatically feed fund forecasting
- Includes CIP budget calendar function detailing milestones and dates for the CIP process
- Dynamically breaks down funds in visual format
- Breaks down funds by projects by fiscal year
- Breaks down projects that are unfunded
- Funds can be easily moved around / manipulated as necessary by staff
- Can show encumbered and un-encumbered funds from one fiscal year to the next
- Can show the current revenue and expense status of a particular project and multiple projects
- Includes a feature or method to reconcile funds
- Can display labor costs
- Can display a history of invoices
- Can display a history of payments
- Can make revisions in fund transfers
- Includes a feature to assist with auto-balancing funding allocation
- Includes a Grant Tracking module/function

**Here is a list of required project management features and functions of the Capital Improvement Program Software:**

- Includes a robust project management module
- Allows for multiple projects to be displayed and manipulated
- Project management module clearly identifies schedule conflicts, resource conflicts, and funding overages
- Project management module has a work breakdown structure
- Resource pool can be created within the project management module
- Resources within the resource pool can be requested and approved by a management / oversight

- committee
- Allows for resource scheduling and identifies resource conflicts
- Project management module has a cost management feature and can highlight cost overages to the Project Manager
- Project management module can display a breakdown of project management costs such as operational and maintenance costs
- Allows for import / export to MS Project
- Displays schedules on a calendar
- Allows for timeline manipulation and dynamic update to related components
- System has a GANTT chart or timeline equivalent
- System provides high level pie charts, bar graphing, etc. for both executive management and project managers
- System provides reporting and performance dashboards to display project progress, financials, etc.
- Includes a feature for Certified Payroll submission and monitoring systems to monitor compliance with prevailing wage and local hiring requirements
- Labor compliance feature(s) can push and pull data from external web-based labor compliance dashboards

**Here is a list of required document management features and functions of the Capital Improvement Program Software:**

- Includes a document management tool
- Can integrate with other document management systems
- Provides a method to “check out” documents for review and editing
- Has no limitations of the amount of documents or size of individual documents
- Can provide redlining, annotation, updates, etc.
- Can manage the history of document revisions and clearly show who made what changes when
- Updates to documents are available to other users in real time
- Documents can be easily shared to allow for maximum collaboration

Preferably, the system will integrate with the City’s Onbase Enterprise Document Management System. Please refer to Exhibit K: Capital Improvement Program Interfaces and fill out costs associated with the Onbase Document Management System interface requirement. If your system has a native document management system, please describe in your proposal. The City will consider this in lieu of an integration with Onbase. If your system cannot integrate with Onbase, please note that in your proposal along with alternatives.

**Here is a list of required general reporting features and functions of the Capital Improvement Program Software:**

- The system can produce detailed, interactive reporting
- Reporting module provides a way for end users to easily create their own reports
- Reporting tools have access to all data fields within the system
- System comes with a robust set of canned reports
- Report module includes pre-built templates
- Reports can be hyperlinked to projects, budget figures, etc.
- Reports can be created and shared globally and/or to specific users
- All reports are web based

**Here is a list of required general integration features and functions of the Capital Improvement Program Software:**

- The system provides an open API
- The system can push and pull data from external system in real time
- The system is integrated with Active Directory and allows for user single sign on
- The system can integrate with the City’s Microsoft Exchange server email environment

**3.2 Interface Requirements**

The Vendors will refer to **refer to Exhibit K: Capital Improvement Program Interfaces and fill out costs associated with each interface requirement.**

**3.3 Reporting Requirements**

The Vendors will refer to **Exhibit J: Capital Improvement Program Reporting** and fill out whether the required reports come out of the box, are configurable, or require programming. Please include any costs associated with each report.

**Program or configure reports as identified in Exhibit J: Capital Improvement Program Reporting.**

Functional Requirements	
Code	Response
O	Out of the Box: Requirement Met and Proposed out of the box, a standard feature in the generally available product.
C	Configurable: Requirement Met and Proposed. Feature is not offered in the generally available product but can be provided via configuration.
P	Programmable: Requirement not met or proposed, this is a feature not included in the proposal but can be provided via Custom Programming
T	Requirement Met and Proposed, provided by 3rd Party
N	Requirement Not Met with Proposal

**3.4 Process Maps**

**The City has mapped its current “As-Is” process and provided a future “To-Be” CIP process (Exhibit L). It is the responsibility of each respondent to become familiar with the “As-Is” and “To-Be” processes and to ensure proposed solutions will facilitate the “To-Be” process.**

**IV. SYSTEM REQUIREMENTS**

The Vendors will implement the Capital Improvement Program software based upon proven best practices. This includes implementation of a user-configurable Commercial Off-the-shelf Software (COTS) solution based on a Services Oriented Architecture (SOA) framework and a range of industry-standard database, operating system, and programming platforms. The Capital Improvement Program software should provide a modular architecture

such that additional modules, including third party custom applications, can be incorporated through well-defined APIs or Web Services.

#### 4.1 Data Migration Requirements

The City seeks to migrate existing data from **existing Microsoft Project plans and Microsoft Excel spreadsheets** into the new software. The data migration information below is intended to establish a baseline cost structure; a final data migration plan will be developed and agreed to during contract negotiation.

Data Conversion Requirements		
Code		Response
Interface Delivered	Y / N	Data conversion will be met, the interface will be provided.
Included in Price	Y / N	Indicate Yes or No whether or not each conversion, and the work effort to complete the conversion, is included in the pricing schedule.
Est. Vendor Hours	Hrs.	Number of estimated consulting work hours to complete the conversion.
Est. City Hours	Hrs.	Number of estimated client work hours to complete the conversion.
Comments	Text	Comments or assumptions relevant to the answers above.

#### 4.2 Graphical User Interface

The proposed Capital Improvement Program software will provide a contemporary and consistent Graphical User Interface (GUI) across the entire solutions. This shall include logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers, i.e., Internet Explorer, Edge, Firefox, Chrome, and Safari. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup / search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

#### 4.3 Hosting (Web Portal) and Mobile Responsive

4.3.1 The proposed Capital Improvement Program software will provide the option of implementing a Hosted Solution that incorporates a single point of personalized, unified access to applications, content, processes, and people, that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce), security, search, and workflow. The Portal when accessed on Mobile devices needs to be Mobile responsive to iPhone, iPad and Android devices

4.3.2 The Hosting platform will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

#### 4.4 Data Storage and Archiving

##### 4.4.1 Data Storage

The proposed systems should be readily expandable or field upgradeable. The proposed systems should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth.

#### **4.4.2 Data Archiving**

- The implemented system shall provide on-line access to the current year plus seven (7) previous years of data retained in the system and shall provide archive capabilities thereafter.
- The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk (DVD)) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.
- The implemented system shall provide a process to purge archived documents/data.

#### **4.5 Middleware / Enterprise Service Bus (ESB)**

The proposed Capital Improvement Program software will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, Web services, APIs, RPCs (Remote Procedure Call, a computer program causing a procedure (subroutine) to execute in a different address space (on another computer on a shared network), which is coded as if it were a normal (local) procedure call, without the programmer explicitly coding the details for the remote interaction), BPEL (Business Process Execution Language, an XML-based language that allows Web services in a service-oriented architecture (SOA) to interconnect and share data., etc.).

#### **4.6 Reporting and Business Intelligence (BI)**

- 4.6.1 The implemented system will provide a reporting and business intelligence (BI) capabilities that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.
- 4.6.2 The implemented BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of financial reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

#### **4.7 Security**

Security functionality must map to and address each function, category, and subcategory of the current NIST Cybersecurity Framework. Core (NIST CSF). Security must apply to the hosts, infrastructure, database, screen, processes and secured data elements. Security must be enforced across all transactions, workflows, modules and queries, even those coming from an external source (i.e. reporting tool). Security identity and access includes user / job role-based access, authentication (account management, password management and other account related activities) and single-sign on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services. The implemented system shall provide identity and access security by groups and individual users/services. Security must include minimum inquiry, add, update, and delete levels.

##### **4.7.1 Security Documentation**

Provide security documentation for your proposed solution. This should include security diagrams and other documentation such as architecture, policies, procedures, and compliance with laws, NIST CSF, SSAE-16, HIPAA, SOX, FedRAMP, etc. Security patches and software upgrades should be current, and backup procedures for remote files and databases should be put in place. Third party software

integration should be verified.

i) **Please attach the Data Center Security Guide**, including but not limited to:

- 1) Physical, Admin and Technical Security Controls;
- 2) Data Breach Notification Procedures;
- 3) Security Program; and
- 4) System Upgrade Policy

ii) **Disaster Availability**

In the event the Hosted Service or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, Provider will communicate immediately with the City, and make all commercially reasonable efforts to facilitate the expeditious restoration of the services. Where Provider is unable to restore Services in a reasonable timeframe, City may exercise its right to terminate the agreement.

iii) **Return of City Data**

Within thirty (30) days of notification of termination of this Agreement, Provider shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software such as MS-SQL. The dedicated data files will be comprised of City's data contained in provider's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Provider's database.

## 4.8 Redundancy, Backup and Disaster Recovery

### 4.8.1 Software Redundancy

1. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
2. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
3. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
4. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.

### 4.8.2 Hardware Redundancy

1. The Vendor shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
2. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary hosted site to a secondary offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

## 4.9 Service Levels: Performance, Scalability, Availability

### 4.9.1 The proposed solution will meet or exceed the following system / service levels:

- Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
- The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
- Maintain 99.99% availability — including planned maintenance.
- Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.

- Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
- Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
- Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).

## 4.10 System Architecture

4.10.1 The proposal will meet or exceed the following system architecture requirements:

- Employ multi-tier system architecture.
- Provide all screens, reports and transactions through a Web browser.
- Provide a graphical user interface (GUI).
- Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
- Provide user-defined: Exits; Tables; Fields; Screens; Reports; Forms; Shortcut keys; Menus; Business Rules and Workflows
- Provide application and system configuration tables accessible within all modules.
- Provide customizable user interfaces, including ability to customize menus and forms, and by user.
- Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
- Accommodate background (batch) jobs concurrently with online updates.
- Provide data and transaction logic validation through the use of centralized or distributed business rules.
- Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; Cut and paste capability from data fields and screens to other applications.
- Provide the ability to attach imaged documents.
- Provide the ability to attach scanned documents to database objects.
- Support mass changes to definable groupings of transactions.
- Support effective dating for transactions and table updates, including both future and retroactive changes.
- Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
- Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
- The Proposal shall describe the overall application development tools to be used in the systems integration services for Helix's selected Software Solution.

## 4.11 Database Architecture

4.11.1 The proposal will meet or exceed the following system architecture requirements:

- Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
- Lock database records, e.g., row level, field level, or at the application level.
- Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
- Accommodate separate instances of databases.
- Support online modifications to database structures with minimal user downtime.

- Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e. Storage Area Network (SAN)).
- Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
- Provide the ability for the administrator to track user behavior as well as database utilization.
- Provide standard data extraction API to allow import and export of data.
- Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.

**All Exhibits and RFP responses will be made part of the contract.**

**V. 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. Proposal Describing Service:

Provide a description of the proposed solution, how it will meet the City's need as described in scope of service, and a proposed project plan outlining the timeline requirements of the City. Please provide complete responses that specifically address section 2.1. Section 2.2 will be addressed by Exhibits I, J, and K.

**The proposal should be organized into the following major sections:**

Figure 5.2.1: Proposal Format & Content

**Section Title**

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	Proposal Cover Page
	Letter of Transmittal
	Table of Contents
	Attachment 1: Submittal Checklist
	Attachment 2: Vendor Statement
<b>Section 1</b>	<b>Executive Summary</b>
<b>Section 2</b>	<b>Company Background &amp; Qualifications</b>
	2.1 Company Background
	2.2 Qualifications / Experience
	2.3 Project Team
	2.4 Customer References
	2.5 Financial Information
<b>Section 3</b>	<b>Technical Proposal</b>
	3.1 Proposed System Architecture
	3.2 Hardware and System Software
	3.3 Application Software
	3.4 Third Party Software
	3.5 Cloud Computing Hosting / Help Desk Options

<b>Section 4</b>	<b>Scope of Work</b>
4.1	Project Approach & Methodology
4.2	Project Management Methodology
4.3	Work Plan, Assumptions & Deliverables
4.4	Hosting
4.5	On-Going Support and Maintenance
4.6	Warranty and Maintenance
4.7	Project Schedule
<b>Section 5</b>	<b>Project Organization, Staffing &amp; Key Personnel</b>
5.1	Project Team & Sub-consultants
5.2	Project Manager & Staffing
5.3	Staff Matrix
5.4	Resumes
5.5	Vendor Assumptions of City Project Staffing Support
<b>Section 6</b>	<b>Responses to Technical Requirements</b>
6.1	Technical Features & Functions and Reporting Requirements
6.2	Reporting Requirements
6.3	Interface Requirements
6.4	Data Conversion Requirements
<b>Section 7</b>	<b>Cost Proposal</b>
7.1	Cost Summary
7.2	Detailed Cost Proposal / Payment Schedule Attachment M Cost Proposal Form Spreadsheet
7.3	Optional Costs Not Identified in the RFP
7.4	Hourly Rates
<b>Section 8</b>	<b>Exceptions to the RFP</b>
<b>Section 9:</b>	<b>Sample Documents</b>
<b>Section 10</b>	<b>Contract Terminations</b>
<b>Section 11</b>	<b>Contract</b>
11.1	Vendor Comments to City Agreements
11.2	Vendor Agreements

3. Completed Response to Exhibit I: Features and Functionality Matrix:

Responses to the matrix should indicate whether the proposed solution can perform or has the indicated feature, functionality, and or capability. If it requires customization, please indicate whether it will be free of charge or involve professional services. Be sure to itemize the customization costs (if applicable) in your proposal.

4. Completed Response to Exhibit J: Capital Improvement Program Reporting:

Responses to the matrix must clearly indicate if the report comes out of the box, is configurable with system tools, or requires programming. If additional configuration or programming is required, please detail all costs.

5. Completed Response to Exhibit K: Capital Improvement Program Interfaces:

Please review the City of Berkeley's interface requirements as outlined in Exhibit K: Capital Improvement Program Interfaces and provide a detailed cost breakdown for each interface.

6. Experience:

Describe proposer's prior relevant experience delivering Capital Improvement Program solutions, particularly to public sector entities within the last two years.

The Vendors will provide the following:

**6.1 Project Team & Sub-consultants**

Provide a project organization chart showing City and Vendor staff. Illustrate the Vendor's team structure and project titles, including key Prime and Subconsultant project staff. The project org chart will illustrate the proposed level of City staff participation and their related classifications.

**6.2 Project Manager & Staffing**

Provide a brief overview on the proposed Project Manager background highlighting the Project Management experience, strengths, and accomplishments in the successful execution of similar government enterprise Capital Improvement Program software deployments in the government space or comparable environments. The City seeks a project Manager with at least 10 years' experience or at least three successful similar implementations – or both.

Provide a brief description of the Prime and Subconsultant(s) project team members and resumes of the implementation team Project Manager and key team members. Because the experience and expertise of the implementation team will play an important role in the success of the implementation, proposals that do not provide this information will be deemed unresponsive.

**6.3 Staff Matrix**

Include a matrix showing the name / title, education / professional experience and the specific role each member will play on the project and the defined scope of work/tasks.

**6.4 Resumes**

Provide resumes of the Project Manager and key staff who will be assigned to this project.

7. Client References:

Provide a minimum of five (5) 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.

8. 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.

**8.1 Detailed Systems Costs & Payment Schedule**

Vendors will provide a detailed cost and payment schedule for your proposed products and services in this section. The payment schedule should be based on, and list, project deliverables and associated payments. (The payment schedule should be aligned and reflect the same numbering as the Scope of Work and the MS Project Schedule.)

1. Software Costs
2. Software Hosting Cost (if separate from software costs)
3. Maintenance Cost
4. System Software
5. Other Costs (not identified in the City's RFP document)

Vendors will fill out Attachment M, Cost Proposal Form spreadsheet, to provide their detailed system costs.

Vendors will fill out Attachment M, Cost Proposal Form spreadsheet, to provide their detailed professional services costs.

### **8.2 Optional Costs Not Identified in the RFP**

Vendors will also provide any costs for products and/or services not specified in this document. Vendors will fill out Attachment 6, Cost Proposal Form spreadsheet, to provide their optional costs.

### **8.3 Hourly Rates**

Vendors will provide a table indicating the hourly billing rate for all project personnel. This will also include the hourly billing rates for all subcontractors, if applicable. One averaged hourly billing rate for project team members will not meet this required and may deem the Proposal non-responsive.

Please price goods and services separately, and summarize one-time costs versus recurring costs, with a three (3) year projection of recurring costs. Please identify which components are part of the core solution and which ones are optional add-ons. Please also identify whether or not any components are 3rd party components, and if we have the option of purchasing a 3rd party component elsewhere. If proprietary equipment will need to be purchased and future maintenance of the equipment can only be provided by the equipment supplier, the maintenance cost for three (3) years beyond the initial warranty period must be submitted in the proposal pricing section.

## **9. 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.

## **VI. PROPOSAL EVALUATION**

### **6.1 Evaluation Process**

6.1.1 The City shall make an award on the basis of best value. Best value is defined as a combination of quality, price, and the elements of required services that in total are optimal relative to the City's needs.

6.1.2 The City's evaluation process will be comprised of several phases:

1. Phase One: Initial Selection:
2. Phase Two: Elevation:
3. Phase Three: Demonstration:
4. Phase Four: Benchmarking
5. Phase Five: Best and Final Offer (BAFO), Negotiations and Final Selection:

## 6.2 Evaluation & Selection Team

- 6.2.1 A cross-functional team of City staff will comprise the Evaluation Selection Team, with representation from each of the functional areas identified herein, the City’s department stakeholders including Information Technology department, and the City’s Public works and Parks, Recreation, and Waterfront departments. This team is responsible for evaluation and scoring of the proposals, Vendors demonstrations, and other evaluation tasks that may include site visits.
- 6.2.2 A broader Advisory Group consisting of subject matter experts from the City’s departments will be established to participate in various phases and provide input on specific modules that are being assessed. The Advisory Group members will provide input to the Evaluation Selection Team on the specific modules they evaluate and the overall functionality of the solutions being considered.
- 6.2.3 The Evaluation Selection Team will make a procurement recommendation to the Project’s Executive Steering Committee.
- 6.2.4 Final contract award must be presented to the City Council for approval.
- 6.2.5 The City reserves the right to award the contract in phases, in total, or not at all.

## 6.3 Pre-qualification Process

Vendors that do not demonstrate they meet the minimum qualifications outlined in this document will not be considered for further evaluation. This determination will be at the sole discretion of the City.

## 6.4 Phase One: Initial Selection

The Selection Committee will first determine if each submitted proposal is responsive to this RFP. A responsive proposal is a proposal that conforms to all the material aspects of the requirements in the RFP, a demonstrated understanding of the RFP requirements and the financial stability to successfully implement a comprehensive Capital Improvement Program Software system. The Committee will determine whether each Vendor correctly submitted and completed all of the necessary forms, documents, attachments and information in the format requested. If the City, at its sole discretion, determines a proposal to be non-responsive, the proposal will not be elevated to Phase Two of the process.

## 6.5 Phase Two: Elevation

In Phase Two of the review process, the Selection Committee will review the Vendor’s written proposals and determine that each responsible Vendor has the capacity, experience, knowledge, understanding, and reliability to fully perform the contract requirements. Phase Two will be weighted following the criteria listed on the figure below. The Committee will short-list up to three vendors to software demonstrations and interviews.

Figure 6.5.1: Evaluation Criteria Weighting

Criteria	Score
<p><b>Qualifications / Personnel Assigned to the Project</b></p> <ul style="list-style-type: none"> <li>• Vendor Background</li> <li>• Project Manager experience: 10+ years’ experience, a track record of several successful Capital Improvement Program Software implementations. The personnel assigned to the project will also be carefully assessed</li> <li>• Vendor’s proposed Technical Team experience and expertise</li> <li>• Vendor’s prior experience successfully implementing Capital Improvement Program Software systems of equal or greater size than the City of Berkeley</li> <li>• Customer references with other California cities</li> </ul>	15%

<b>Software Functional Requirements</b>	30%
<b>Project Implementation Plan</b>	25%
<b>Training, Support, and Technical Documentation</b>	10%
<b>Cost Proposal / Best Value</b>	20%
<b>Maximum Score</b>	<b>100%</b>

**6.6 Phase Three: Demonstrations**

In this phase, the top three (3) ranking vendors will be elevated and invited by the City for demonstration of the firm’s proposed software. The City will interview key Vendor staff to be assigned to the project. Vendors that are elevated will be given a date for its scheduled presentation. The City will use the following evaluation scoring method for Phase 3.

A schedule and demonstration scripts for presentation components will be provided to each Vendor two weeks prior to its scheduled presentation date. The objective of the demonstration phase will be to assess the extent the Vendors’ product will meet the business needs of the City. Vendors selected to continue on to this phase will be expected to follow demonstration “scripts” provided by the City.

6.6.1 These scripted demonstrations will be used to assess the following:

- Ability to successfully address business requirements as required by the scripts.
- Ability to support the City’s business process and service delivery improvement goals.
- Ability to propose solutions to meet the City’s current and future needs.

6.6.2 The flexibility offered by the System and its ease of use.

6.6.3 Demonstrations will not include any functionality that is considered beta or part of a future release.

6.6.4 This phase may also include site visits to other agencies by the City’s evaluation team to see successfully installed solutions.

Figure 6.6.1: Phase III Demonstrations

Criteria	Score
1. Ability to demonstrate software effectively supports business requirements	20%
2. Ability to support the City’s business processes / service delivery	20%
3. Ability to propose solutions to the City’s current and future needs	20%
4. The flexibility offered by the System and its ease of use.	20%
5. Site Visit Customer Feedback of Software Solutions	10%
6. Site Visit Customer Feedback of Implementation Performance	10%
<b>Maximum Total Score</b>	<b>100%</b>

The City will provide an Internet connection if needed; however, access and/or response time problems may be experienced. Such access will be coordinated in advance upon request by the Vendors. Each Vendors should evaluate the risks and consider supplying their Internet access.

### 6.7 Phase Four: Discovery

After software demonstrations, up to two (2) proposal teams will be invited back to the City for a Discovery session. Prior to the meeting the two remaining Proposers may be asked to update proposal information based on discussions or comments from software demonstrations, e.g., pricing. The Discovery session includes a meeting with each Vendor to clarify components of the proposals and to permit the Selection Team a second opportunity to view specific components of the software.

### 6.8 Phase Five: BAFO, Contract Negotiation and Selection

Upon satisfactory completion of Discovery, the City will select a finalist to complete software and implementation negotiations. If third-party software is involved, the City may elect to negotiate with these vendors first. Price shall be considered but need not be the sole determining factor. The primary vendor will be expected to assist with negotiations, including submission of best and final offer(s).

The City may ask for written clarification to the initial proposal from the finalist, including any exceptions the Vendors may have to contract conditions included in the RFP. Contract negotiations will allow all parties to seek clarification on project scope, expectations, deliverables, and ask any remaining questions. Negotiations with elevated Vendors will seek any information the City needs to satisfy concerns and issues and may include a review of any aspect of the proposal where questions remain. Software licensing agreements will be reviewed in detail with these Vendors, and exceptions to the proposed contract conditions will be reviewed and evaluated.

If the negotiations result in a satisfactory agreement, a contract will be recommended to Berkeley's City Council for approval. If negotiations with the top finalist Vendor are not satisfactory, the City will go to the next highest ranked Vendor and so on until an agreement can be reached. Any contract resulting from the RFP must be authorized by the Berkeley City Council prior to award.

### 6.9 Award

As part of the award process, the City reserves the rights to:

- Accept or reject any or all proposals;
- Waive any informality in proposals received;
- Accept or reject any or all of the items in the proposal;
- Award the contract in whole or in part and/or negotiate any or all items with individual Vendors if it is deemed in City's best interest;
- Make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interests of the City;
- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Prior to awarding the contract, require Vendors to submit evidence of qualifications or any other information the City may deem necessary;
- Prior to award cancel the RFP or portions thereof, without penalty.

## VII. PAYMENT

**Invoices:** Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley  
Accounts Payable  
PO Box 700  
Berkeley, CA 94701  
Attn: **Debra Montgomery/ Department of Information Technology**

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

## **VIII. CONTRACT CONDITIONS FOR PROJECT**

Below are important contract terms and conditions that the City expects to be part of an agreement with the finalist Vendor. Please indicate your willingness to comply with each condition by noting any Exceptions per the instructions in Section III. 3.0 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below. The City will carefully evaluate any Exceptions to the terms and conditions listed below.

### 1. Key Personnel

The City requires assurances as to the consistency and quality of the Consultant's staffing for this Project. Key points of the City's key Consultant's personnel provision will include:

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant. The City shall have the ability to interview and approve or reject project manager and project team members proposed by the Vendor. Vendor's project manager and project team members who have been approved by the City may not be removed from the Project without the City's approval. The City shall have the right to dismiss project manager and project team members from the Project if it believes they are not performing adequately.

### 2. Implied and Express Warranty

Consultant expressly warrants that the proposed and implemented system will conform in all material respects to the requirements and specifications stated in the Scope of Services including the functional requirements in Exhibit I: Features and Functionality Matrix; for a period no less than 36 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

### 3. Express Warranty Remedy and Software Escrow

Consultant agrees to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the Consultant shall refund the full amount paid for the software, its implementation, and any paid hosting and/or maintenance costs.

In order to protect its investment, the City of Berkeley will require that a copy of the Source Code and technical specification documents be held by a mutually agreed upon third party software escrow organization. The source code and related documents will be released to the City if the vendor is no longer able to support the software.

### 4. System Acceptance

For purposes of acceptance of the system (or portions thereof), the City intends to use a two-staged acceptance procedure for each phase and for the entire Project. Key points include:

"Conditional Acceptance" will occur at or prior to go-live. The City will have up to forty-five (45) days to test the system ("pre-live testing") before going live.

The City will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the vendor during the course of the project.

If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue “Final Acceptance.” The 90-day timeframe for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

5. Milestones Deliverables

The City requires that all payments be based on successful completion of milestones. After the City’s acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall be a fixed fee for the milestone.

6. Additional Users and Modules

The City will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional City users and modules that are listed in the Proposal but are not initially purchased.

7. Restrictions on Growth

The City requires that any proposed licenses or fees to access the software be adequate to allow the City to use the system unrestricted for all business purposes of the City and the City agencies, departments, and other third-party entities listed in this RFP. The City will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in City employee count, budget size, population size, or data storage requirements for a period of 5 years from the effective date of the agreement.

**IX. 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 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

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.

**X. OTHER REQUIREMENTS**

A. Insurance

**General Liability and Automobile 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.

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Vendor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
- b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.
- c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

#### 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](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

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

<input type="checkbox"/> Issue RFP to potential bidders:	10/10/2018
<input type="checkbox"/> Questions Due	10/18/2018
<input type="checkbox"/> Mandatory Pre-Proposal Conference	10/19/2018
<input type="checkbox"/> Addendum Issue Date	10/24/2018
<input type="checkbox"/> Proposals due from potential bidders	11/1/2018
<input type="checkbox"/> Notification for Presentation Selection	11/22/2018
<input type="checkbox"/> Software Demonstration Presentations	11/28/2018 thru 11/30/2018
<input type="checkbox"/> Notification for Top 2 Finalists	12/03/2018
<input type="checkbox"/> Discovery Sessions Top 2 Finalists	1/09/2019, 1/10/2019
<input type="checkbox"/> Contract Negotiation	2/7/2019
<input type="checkbox"/> Council Report Submission	2/21/2019
<input type="checkbox"/> Council Approval of Contract (over \$50k)	3/26/2019
<input type="checkbox"/> Award of Contract	3/27/2019
<input type="checkbox"/> Sign and Process Contract	4/16/2018
<input type="checkbox"/> Notice to proceed	4/16/2019

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

- Cost Proposal Form Spreadsheet

Attachment M

Exhibits:

- Features and Functions
- Reports
- Interfaces
- As-Is and To-Be Workflow Analysis (Informational)

Exhibit I  
Exhibit J  
Exhibit K  
Exhibit L

## ATTACHMENT A

### CHECKLIST

- Proposal describing service (one (1) unbound original , Six (6) copies, and one (1) electronic copy on usb drive
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel – Refer to Attachment M
- All items identified in Section V. Submission requirements
- 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
  - Technology Professional Liability Errors and Omissions including Cyber 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: **Capital Improvement Program Software/ 19-11253-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.: **Capital Improvement Program Software/ 19-11253-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.

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: **Capital Improvement Program Software/ 19-11253-C**

**Section III**

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- **\*\* 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**

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: **Capital Improvement Program Software/ 19-11253-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:

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

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

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

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

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

- The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
- Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
- This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

\_\_\_\_\_  
Insurance Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Underwriter's  
Authorized Representative

Contract Description/Specification No: **Capital Improvement Program Software/ 19-11253-C**