



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11266-C
FOR
GLOBAL POSITIONING SYSTEMS – TLEMATIC PROGRAM
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 global positioning system (“GPS”) enabled fleet tracking system (“FTS”) for use in managing some or all of the City’s fleet. It is the City’s intent to establish a Master Agreement for the furnishing, installation and servicing of a comprehensive, scalable global positioning system enable fleet tracking system. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Thursday, December 20, 2018**. All responses must be in a sealed envelope and have **“GLOBAL POSITIONING SYSTEMS – TELEMATICS PILOT PROGRAM”** and **Specification No. 19-11266-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and five (5) unbound copies and an electronic copy on an USB/ Flash drive of the proposal as follows:

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

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

For questions concerning the anticipated work, or scope of the project, please contact the **Program Manager Greg Ellington, Equipment Superintendent**, at Gellington@cityofberkeley.info, via email no later than **Tuesday, December 07, 2018**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

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I. INTRODUCTION

The City of Berkeley (“City”) is soliciting proposals from qualified companies to provide a comprehensive, fully integrated, public sector new GPS Fleet Tracking System (“GPS-FTS”) for designated City vehicles that meets the requirements identified in this RFP. The City requires that any proposal for GPS Fleet Tracking System (“GPS-FTS”) also include professional services, training, and hosting necessary to implement the system. Vendors offering hosted services systems are encouraged to propose.

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 a population of approximately 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 2019 budget extending from July 1, 2018 through to June 30, 2019 is \$474 million. 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

The City seeks responses to this RFP for the purchase, installation and servicing of a new GPS Fleet Tracking System (“GPS-FTS”) for designated City vehicles. Vendor will provide all necessary supervision, equipment, installation, training, and service, to equip City staff to monitor City owned/maintained fleet vehicles.

The City of Berkeley's Fleet is comprised of a wide variety of vehicles, equipment, and heavy equipment operating across multiple City Departments in the regular daily course of business as employees/staff provide services to Berkeley residents. In addition to different varieties of public safety vehicles utilized by the Berkeley Fire and Police Departments, the City also owns and operates refuse trucks and tractor trailers, sewer vacuators, street sweepers, dump trucks, forklifts, mowers and full complement of passenger trucks, vans and vehicles. As many other San Francisco Bay Area municipalities have previously concluded, the City has determined that implementation of GPS-FTS will produce beneficial business impacts to staff, budget and operations through:

- Access to real-time data for decision support
- Identify vehicle activity trends that affect fuel use and refueling activities
- Improved visibility and tracking for fleet maintenance
- Improved uniform operator care standards
- Improved City and driver accountability
- Provide improved documentation to support analysis of third party claims

1.3 Project Goals

The selected GPS-FTS solution will allow the City to:

- a. Maintain stronger driver service records – Improved accountability and also provide the opportunity to alleviate concerns the public may have about the use of City vehicles through location tracking.
- b. Eliminate errors in paper reporting – Departments will ultimately be able to move from paper-based inspections to verified electronic reports that results in increased vehicle uptime and lower maintenance costs.
- c. Monitor vehicle idling, speeding and hard braking – eliminating non-productive driving behaviors will result in immediate fuel efficiency and savings, improve operator safety and build in greater protection and confidence for members of the public
- d. Improved vehicle/driver and Equipment Maintenance Communication – Allows data-driven real-time vehicle servicing, diagnostics reporting which leads to better maintenance and repair planning and staff time allocation.
- e. Automate Vehicle Pre and Post Trip Inspections – Ease of communications between drivers and mechanics/vehicle maintenance operations, improved regular vehicle condition reporting and repairs, shorter vehicle down times, improved driver safety, better planning of vehicle maintenance staff time.

We anticipate the use of an onboard telematics device that will collect real time sensor parameters from the vehicle on-board diagnostics equipment. For example, when a trip begins, the system should log the real-time engine data along with the vehicles' GPS position. Upon conclusion of a trip the information collected will be digitally compiled and made accessible to authorized City staff.

II. SCOPE OF SERVICES

2.1 General Information

The City desires a comprehensive "off the shelf" hardware and software solution that has the flexibility and capability to meet current and future business functions and integrates those functions into a single computing environment. Vendors should prepare their proposals based on addressing the business functions that are listed in herein Section II, SCOPE OF SERVICES and Section III, SYSTEM REQUIREMENTS. 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.

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 GPS-FTS solution.

The City seeks a provider of telematics hardware and software that will integrate on-board vehicle data collecting units that provide vehicle location data along with vehicle activity data (telemetry), including but not limited to speed, key on, key off, and fuel use. Respondents are requested to submit their total line of available products and services related to GPS-FTS telematics specifically with regard to fleet monitoring and fuel use (including alternative fueled vehicles) currently provided in their normal course of business.

The City seeks a system that can provide a means for managers and supervisors to access this data using multiple devices (e.g., desktop, tablet, smart phones, etc.) via the Internet. The system should include on-board monitoring hardware that has telematics capabilities of sending this information to a system server that is externally hosted and readily accessed via the Internet by multiple concurrent users in "real time" on a map as well as within a data dashboard. Additionally, the system should be able to alert managers in real time of any pre-defined events and provide extensive reporting capabilities.

In providing information related to your company's GPS Fleet Tracking Products and Services categories, please include any additional products and/or services available that you currently perform in the normal course of business that is not included in the scope of this solicitation that you think will enhance and add value to this program.

The anticipated contract term is for three (3) years with one (1) two (2)-year options to renew.

2.2 Software Requirements

Please refer to Attachment I, Software Requirements for specifics software requirements. Generally speaking, the City desires a fully hosted, user-friendly software interface accessible via a web browser. The system should be map-based and be able to provide a summary of the data being collected by the on-board monitoring hardware as well as detailed information as desired by the end user.

The City uses ESRI as its Enterprise GIS system. Any additional mapping software used must be officially licensed and paid for by vendor.

2.3 Interface Development

The City requires a system that has an open API that can leverage web services to communicate with a host of systems, some of which are to be determined. The City does, however, know that we will be leveraging ESRI's ArcGIS platform for GIS and Syntech's Fuel Management system which will require different levels of integration. Other systems in the near future will be the Fleet Management System and a Zero Waste Management system (both currently out to RFP).

Please refer to Attachment I, Software Requirements, for specific Interface requirements.

2.4 Third Party Software

Provide a description of the following:

- a. All proposed third-party software. Include a statement for each third-party software and whether the Vendors' contract will encompass the third-party product and/or whether the City will have to contract separately with the third-party firm for the product.

- b. Degree of functional integration, shared security and workflow, and interface methodologies.
- c. A specific disclosure of any Open Source software being proposed as part of the overall software solution, and which type of licensing this software is governed by.

2.5 Hardware Requirements

Please see [Attachment J: Hardware Requirements](#) for a detailed list of the City's requirements for on board vehicle hardware.

Also, please see [Attachment K: Equipment List](#) for a list of equipment to be outfitted for this project.

2.6 Implementation Services

The City is aware of the level of effort required for a GPS Fleet Tracking 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.

2.7 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).

1. Comprehensive Project Plan

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

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 the following:

- 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
- e. Security infrastructure
- f. Network and connectivity
- g. Performance characteristics
- h. Data warehouse and reporting requirements
- i. Availability, flexibility, and growth requirements.

3. System Design Documents

- a. Requirements Validation Document: Work product that validates the desired future state business processes and required functionality.

- b. 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.
- 4. System Configuration and Integration**
 - a. System Installation and Configuration
 - b. Report Implementation and Development (as required)
 - c. Application Integration
- 5. Testing**
 - a. Test Plans
 - b. 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).
 - c. User Acceptance Plan
- 6. Training**
 - a. System Administration documentation and training: complete system manual for how to use the configured system and carryout disaster recovery
 - b. Role-based End User documentation and training
 - c. Train Staff
 - d. Train an Onsite Staff “Trainer”
- 7. Cutover Plan**

Complete set of activities required for Go-Live including Go-Live and Post Go-Live support
- 8. Ongoing Support Services**
 - a. Support
 - b. Office
 - c. Field Staff
 - d. Repairs and replacements

III. SYSTEM REQUIREMENTS

The Vendors will implement the GPS-Telematics solution 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 system should provide a modular architecture such that additional modules, including third party custom applications, can be incorporated through well-defined APIs or Web Services.

3.1 Data Storage

The proposed systems should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth. The system should be flexible and scalable such that as new vehicles are added to or removed from the fleet, the system is able to scale up and down accordingly.

3.2 Archiving

1. 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.
2. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., USB, 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.
3. The implemented system shall provide a process to purge archived documents/data.

3.3 Security

The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e. reporting tool). Security functionality 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.

3.4 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 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.

1. Please attach the Data Center Security Guide, including but not limited to:
 - a. Physical, Admin and Technical Security Controls;
 - b. Data Breach Notification Procedures;
 - c. Security Program; and
 - d. System Upgrade Policy
2. 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 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.
3. 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.

3.5 Redundancy, Backup and Disaster Recovery

1. Software Redundancy
 - a. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
 - b. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
 - c. 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.

- d. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.
2. Hardware Redundancy
 - a. 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.
 - b. 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.

3.6 Service Levels: Performance, Scalability, Availability

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

1. 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.
2. 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.
3. Maintain 99.99% availability — including planned maintenance.
4. Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
5. Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
6. Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
7. 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).

3.7 System Architecture

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

1. Employ multi-tier system architecture.
2. Provide all screens, reports and transactions through a Web browser.
3. Provide a graphical user interface (GUI).
4. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop (if required).
5. Provide user-defined: Exits; Tables; Fields; Screens; Reports; Forms; Shortcut keys; Menus; Business Rules and Workflows
6. Provide application and system configuration tables accessible within all modules.
7. Provide customizable user interfaces, including ability to customize menus and forms, and by user.
8. 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.
9. Accommodate background (batch) jobs concurrently with online updates.
10. Provide data and transaction logic validation through the use of centralized or distributed business rules.
11. 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.
12. Support mass changes to definable groupings of transactions.

13. Support effective dating for transactions and table updates, including both future and retroactive changes.
14. 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.
15. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
16. The Proposal shall describe the overall application development tools to be used in the systems integration services for the selected Software Solution.

3.8 Database Architecture

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

1. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
2. Lock database records, e.g., row level, field level, or at the application level.
3. 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.
4. Accommodate separate instances of databases.
5. Support online modifications to database structures with minimal user downtime.
6. 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)).
7. 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.
8. Provide the ability for the administrator to track user behavior as well as database utilization.
9. Provide standard data extraction API to allow import and export of data.
10. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.

IV. 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.

4.1 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.

4.2 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. The City of Berkeley reserves the right to contact references provided, as well as those that are independently derived.

4.3 Company's Previous Experience:

Provide a profile of experience for the Vendor including, but not limited to, the Vendor's experience, in the last three (3) years, with projects of this size and scope.

Describe the availability of the Vendor if assistance is needed beyond the initial installation/training of equipment (i.e., Call Center/Customer Support operation).

4.4 Scope of Work:

The Vendors should provide a detailed plan for implementing the proposed solution. This information should include:

4.4.1 Project Approach & Methodology

Describe the overall project implementation approach that will ensure a successful deployment. Describe your methodology, including project phases, implementation best practices, roles and responsibilities on each task for the Vendors and City, Change Control, tools or models that your firm uses for best practice implementations.

4.4.2 Project Management Methodology

Describe the overall best practice project management methodology that will be employed for the GPS System implementation. Describe the specific techniques and activities that will be used to ensure the successful delivery of the project. Merely quoting PMBOK™ literature will not meet this requirement; noting that the proposed Project Manager is a certified PMP will not suffice. Vendors will describe how your project management method will be applied to the City's landscape and specific project requirements. The following will be addressed:

1. Scope Management
2. Schedule Integrity Management
3. Project Cost Management
4. Risk Management
5. Quality Management
6. Resource Allocation / Time Management
7. Contract Change Management
8. Integration Management

The following will also be addressed:

1. Role of the Vendor's Project Manager
2. Use of project collaboration site
3. Expected role of the City's Project Manager
4. On-site presence of Vendor's Project Manager
5. Provide examples of cost containment strategies or examples of past experiences in ensuring Project costs were maintained without a severe negative impact to the implementation process.

4.4.3 Work Plan, Assumptions & Deliverables

The Vendor will provide a description for the following:

1. Work Plan: Provide a detailed work plan reflecting a logical, best practice method. The work plan should reflect a detailed Work Breakdown Structure (WBS) illustrating project phases, tasks, sub-tasks, deliverables and assumptions.
2. Deliverables.
3. Proposed Vendor Staffing:
 - Project organization chart.
 - How many staff will the Vendor assign to the Project
 - Approximate dedication to the Project of each resource and approximate time that work will be completed on-site vs. off-site
 - Major roles and responsibilities for each resource
4. Proposed City Staffing:

- Assumed participation in the Project (average portion of FTE). This should include all time spent working on the Project (including time spent with and without Vendor's consultants)
- Assumptions about staff prior skills / competencies of resources
- 5. Risks: This section will include an explanation of advantages AND risks associated with this plan.
- 6. Training Plan: Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel (if required). Additionally:
 - Explain any roles and responsibilities the City is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.
 - Explain how training will be delivered for alternate shifts and staff who do not work 8-5 Monday through Friday.
 - Please include how the training would be available and provided post implementation such as web videos, printed materials etc.

The work plan will be carefully reviewed by the City to confirm that the Vendors understands the intent of the project and has effectively applied proven best practices.

The following typical list of project tasks is a conceptual list; Vendors will propose the means, methods and procedures they believe will result in a successful deployment. The City expects Vendors to employ whatever best practice approach they believe will prove most effective in delivering a fully functional GPS-Telematics Program software and hardware implementation:

- Project Management
 - Project Plan
 - Communication Plan
 - Risk Management Plan
 - Change Management Plan
 - Finalize Project Schedule
 - Ongoing Communication, Coordination, Project Status Reports
- Design
 - Requirements Validation
 - System Environment (Development, Test, Production)
 - Software Configuration (GPS software, Forms, Workflow, Third Party (if applicable))
 - Integration
- Development
 - Software Installation and Configuration
 - Report Development
 - Integrations / Interfaces
- Testing
 - Test Plans
 - Functional and Technical Test Scripts
 - User Acceptance Testing
- Documentation:
 - System Documentation
 - Security Documentation

- End User Documentation
- Training
 - System Administration
 - End User Training
- Quality Assurance Review Process
- Disaster Recovery Plan
- System Operations Knowledge Transfer Acceptance
- System Deployment / Go-Live
- Project Closure
- On-Going Support and Maintenance
- Warranty and Maintenance

This section shall describe assumptions made for each phase and/or project task described in the Work Plan.

The successful Vendors shall be responsible for the implementation and the satisfactory performance of any third-party software included in the proposal. A proposal should describe any products, features or other value-added components recommended for use with the proposed system that have not been specifically requested in this RFP.

4.5 Hosting

This Section addresses hosting services provided by the Vendor, including a description of the following:

1. Information on the specific hosting services provided
2. Service desk support services
3. User Setup, Authentication and Management processes
4. Application support
5. Operational support services
6. Technology infrastructure services including Security
7. Disaster recovery (Backups, mode of access, system availability, # of user accounts available to access in disaster recovery situation)
8. Will all products (including third-party products) be hosted through the same provider?
9. Will the City need to host anything on its servers?

4.6 On-Going Technical Support

Describe the ongoing technical support options provided by the Vendors. Include all software (Performance & Learning Management software and Third Party) identified in the proposal. Address the following:

1. Post-implementation support (e.g., number of months of on-site support after go live).
2. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week). Include the geographic location of the telephone support staff.
3. Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
4. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
5. For each of the services proposed, explain service levels that are used to guarantee performance for the City

4.7 Warranty and Maintenance

Describe the warranty and maintenance options typically provided by the Vendor. This should include all software (GPS software and Third Party) identified in the proposal.

1. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
2. Problem reporting and resolution procedures.
3. Bug fixes and patches.
4. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

4.8 Project Schedule

The Vendors will provide a detailed MS Project Schedule (or other similar artifact) reflecting the proposed Work Breakdown Structure illustrating all phases, tasks, subtasks, deliverables, and key milestones in a Gantt chart format. The detailed Gantt chart should identify task durations; start and completion dates; and tasks where City staff is required to participate on a task. Project schedule assumptions made by Vendor should also be noted on a separate page following the project schedule. Failure to provide this information will deem a proposal as non-responsive.

4.9 Price Proposal:

Please complete and submit Attachment L, Cost Proposal (an Excel document).

- a. Provide a proposed fee schedule broken down by task as outlined below.
 - i. Equipment and services
 - ii. Installation of equipment (on-site)
 - iii. Warranty
 - iv. Maintenance fees per each contract year
 - v. Training
- b. How to install the equipment in the event of vehicle change out (City Equipment Services employees)
- c. Use of equipment/software
 - i. Software Costs
 - ii. Software Hosting Cost (if separate from software costs)
 - iii. Maintenance Cost
 - iv. System Software
 - v. Ongoing Support Costs
 - vi. Other Costs (not identified in the City's RFP document)
- d. Travel (if necessary)
- e. The actual contract amount will be negotiated after the Vendor has been selected and the scope of work finalized. 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.

4.10 Software Requirements

The Vendors will refer to Attachment I, Software Requirements (an Excel file) and fill it out to denote the functionality the proposed GPS-Telematics will provide.

- a. Submit filled out Attachment I Software Requirements. All functional requirements that are responded to with a positive response (anything except "N") are considered to be in scope.
- b. Responses to the functional requirements shall use the following response codes:

Figure 4.10.1: Software Requirements Response

Software Requirements	
Code	Response
Y	Requirement Met and Proposed out of the box, a standard feature in the generally available product
C	Requirement Met and Proposed. Feature is not offered in the generally available product but can be provided via configuration.
P	Requirement not met or proposed, this is a software feature is 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

- c. The submitted requirements responses will become part of the agreement. Vendors are expected to warrant both software and implementation of all positive responses (every response except “N”).
- d. For requirement responses other than “N”, Vendors must indicate the module or product that is required to meet the requirement.
- e. All responses which are marked “Y” will be considered to be included in the scope, and the cost proposal and all other information submitted in the Proposal should reflect this. Furthermore, the module necessary to perform the specified functionality must be included in the scope and cost of the Proposal.
- f. Vendors must be ready to demonstrate any requirements listed as “Y” during Presentation.
- g. Indicate if a feature will be supported in the product as part of the proposed maintenance and support offering and include the proposed support provider. Support services shall comprise any of, technical support, access to patches and upgrades that accommodate the requirement, and help desk support for the requirement.

Failure to provide this information in the proposal will be grounds for lack of further consideration.

4.11 Hardware Requirements (Attachment J)

The Vendors will refer to Attachment J, Hardware Requirements (an Excel file) and fill it out to denote the functionality the proposed GPS-Telematics will provide.

- a. Submit filled out Attachment J Hardware Requirements. All functional requirements that are responded to with a positive response (anything except “N”) are considered to be in scope.
- b. Responses to the functional requirements shall use the following response codes:

Figure 4.11.1: Hardware Requirements Response

Hardware Requirements	
Code	Response
Y	Requirement Met and Proposed out of the box, a standard feature in the generally available product

C	Requirement Met and Proposed. Feature is not offered in the generally available product but can be provided via configuration.
P	Requirement not met or proposed, this is a software feature is 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

- c. The submitted requirements responses will become part of the agreement. Vendors are expected to warrant both software and implementation of all positive responses (every response except “N”).
- d. For requirement responses other than “N”, Vendors must indicate the module or product that is required to meet the requirement.
- e. All responses which are marked “Y” will be considered to be included in the scope, and the cost proposal and all other information submitted in the Proposal should reflect this. Furthermore, the module necessary to perform the specified functionality must be included in the scope and cost of the Proposal.
- f. Vendors must be ready to demonstrate any requirements listed as “Y” during Presentation.
- g. Indicate if a feature will be supported in the product as part of the proposed maintenance and support offering and include the proposed support provider. Support services shall comprise any of, technical support, access to patches and upgrades that accommodate the requirement, and help desk support for the requirement.

Failure to provide this information in the proposal will be grounds for lack of further consideration.

4.12 Contract Terminations:

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

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

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

V. SELECTION CRITERIA

5.1 Phase One Initial Selection: Elevation

In Phase one 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 one will be weighted following the criteria listed on the figure below. The Committee will short-list up to three (3) vendors to software demonstrations and interviews.

Figure 5.2.1: Evaluation Criteria Weighting

Criteria	Score
Qualifications / Personnel Assigned to the Project <ul style="list-style-type: none"> • Vendor Background • Project Manager Experience: 10+ years’ experience, a track record of several successful GPS system software implementations. The personnel assigned to the project will also be carefully assessed • Vendor’s proposed Technical Team experience and expertise • Vendor’s prior experience successfully implementing GPS system software of equal or greater size than the City of Berkeley • Customer references with other California cities 	15%
Software and Hardware Requirements	30%
Project Implementation Plan	25%
Training, Support, and Technical Documentation	10%
Cost Proposal / Best Value	20%
Maximum Score	100%

5.2 Phase Two: Demonstrations

In this phase, no more than 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 2.

A schedule and demonstration scripts for presentation components will be provided to each Vendor two (2) 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.

- 5.2.1 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.
- 5.2.2 The flexibility offered by the System and its ease of use.
- 5.2.3 Demonstrations will not include any functionality that is considered beta or part of a future release.
- 5.2.4 This phase may also include site visits to other agencies by the City’s evaluation team to see successfully installed solutions.

Figure 5.3.1: Phase II 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%
Maximum Total Score	100%

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.

5.3 Phase Three: Best and Final Offer (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.

5.4 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.

VI. 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.10.0 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.

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.

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 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.

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.

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.

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.

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.

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 10 years from the effective date of the agreement.

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: Greg Ellington/Public Works – Equipment Maintenance

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

VIII. CITY REQUIREMENTS

8.1 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**

8.2 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.**

8.3 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.**

8.4 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.**

8.5 Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

8.6 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.

8.7 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.

IX. OTHER REQUIREMENTS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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

X. SCHEDULE (dates are subject to change)

Issue RFP to Potential Bidders	Thursday, November 29, 2018
QUESTIONS DUE	Friday, December 07, 2018
ADDENDUM ISSUE DATE	Tuesday, December 11, 2018
PROPOSAL DUE DATE	Thursday, December 20, 2018
Notification for Presentation Selection Sent to 3 Finalists	Wednesday, January 16, 2019
Software Demonstration Presentations	Week of January 28, 2019
Contract Negotiation Complete	Thursday, March 14, 2019
Council Approval of Contract	Tuesday, April 23, 2019
Sign and Process Contract and Issue Notice to Proceed	Tuesday, April 30, 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
- Software Requirement Attachment I
- Hardware Requirement Attachment J
- Equipment List Attachment K
- Cost Proposal Form Attachment L

ATTACHMENT A

Checklist

Proposal describing service please submit one (1) unbound original and five (5) unbound copies and an electronic copy on a USB/ Flash drive of the proposal as follows:

- Contractor Identification and Company Information
- Client References
- Company's Previous Experience
- Scope of Work
- Software Requirements (Attachment I)
- Hardware Requirements (Attachment J)
- Equipment Requirements (Attachment K)
- Cost Proposal Form (Attachment L)
- 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
 - General and 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.

ATTACHMENT B
Non-Discrimination/Workforce Composition Form for Non-Construction Contracts

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

Organization:
 Address:
 Business Lic. #:

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

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

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

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance
 Officer

Contract Description/Specification No.: **Global
 Positioning Systems – Telematics Pilot
 Program / 19-11266-C**

Occupational Categories

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

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

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

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

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

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

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

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

ATTACHMENT C
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.: **Global Positioning Systems – Telematics Pilot Program / 19-11266-C**

ATTACHMENT D 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 Amdo, 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)

Signature: _____

Business Entity: _____

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.

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ATTACHMENT E
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
Business Entity:

Contract Description/Specification No.: **Global Positioning Systems – Telematics Pilot Program / 19-11266-C**

**** 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

**ATTACHMENT F
 Form EBO-1 Certification of Compliance with Equal Benefits Ordinance**

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No *(If "Yes," proceed to Section 5; if "No", continue to the next question.)*

- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)

- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?..... Yes No

- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?..... Yes No

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

If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

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

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)

If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

Contract Description/Specification No.: **Global Positioning Systems – Telematics Pilot Program / 19-11266-C**

FOR CITY OF BERKELEY USE ONLY	
<input type="checkbox"/> Non-Compliant (The City may not do business with this contractor/vendor)	
<input type="checkbox"/> One-Person Contractor/Vendor	<input type="checkbox"/> Full Compliance <input type="checkbox"/> Reasonable Measures
<input type="checkbox"/> Provisional Compliance Category, Full Compliance by Date:	
Staff Name(Sign and Print):	Date

ATTACHMENT G
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.: **Global Positioning Systems – Telematics Pilot Program / 19-11266-C**

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

ATTACHMENT H
City of Berkeley
Commercial General and Automobile Liability Endorsement

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

Policy No.	Company Providing Policy	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract Description/Specification No.: **Global Positioning Systems – Telematics Pilot Program / 19-11266-C**

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's Authorized Representative