



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11279-C
FOR
360-DEGREE STREET LEVEL IMAGERY
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms to provide *360-degree street level imagery of the public right-of-way*. 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 Tuesday, September 10, 2019. All responses must be in a sealed envelope and have “**360-degree Street Level Imagery**” and **Specification No. 19-11279-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and three (3) unbound copies, plus one (1) electronic copy (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 Debra Montgomery, Information Systems Manager**, via email at **demontgomery@cityofberkeley.info** no later than **Monday, August 26, 2019**. Answers to questions will **not** be provided by telephone. 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,
Dennis Dang
Acting General Services Manager

I. INTRODUCTION

I.1. About the City

The City of Berkeley (City) 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 from San Francisco and within easy proximity to population centers in Contra Costa County and Silicon Valley. Encompassing 17.69 square miles and with a population of 120,000 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 and one Mayor, elected for four-year terms. 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 development (land use, building & safety, code enforcement, permitting, sustainability); general and administrative services, and housing advocacy and support services. In addition, the City offers support services for public health and human services, and a City-owned public library system.

The Mayor and Council select and confirm the City Manager, who acts as Chief Executive Officer for the day-to-day operations 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.

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

I.2. Project Background

Geographic Information Systems (GIS) support the activities of the City and its community. The City of Berkeley Enterprise GIS empowers staff and the community to make decisions that impact the future of the City of Berkeley in a conversant and logical approach.

Imagery data has become one of the most useful layers available in GIS. Imagery today is typically very accurate spatially and provides a snapshot of real world conditions. It can be used to understand real world relationships of terrestrial features more readily than other GIS data.

360-degree Street Level Imagery provides an immediate and comprehensive overview of the public right-of-way. Using this imagery, staff will be able to view, analyze, measure, and extract infrastructure assets without leaving the office. Efficiency gains expected are as follows:

- Save time, effort, and money by doing virtual inspections and automated asset management
- Optimize asset inventory & condition assessment (Public Works)
- Optimize and update building and zoning review processes (Planning)
- Respond to emergencies with knowledge and confidence through detailed emergency response plans and better situational awareness (Public Safety)
- Monitor, analyze and document existing street conditions (Transportation)

The City wishes to engage a vendor to acquire current 360-degree Street Level Imagery that fully integrates into the City's existing GIS environment and provides tools for measuring, viewing, and extracting data.

II. SCOPE OF SERVICES

The consultant is to provide professional services required to develop 360-degree street level imagery of public right-of-way areas within the City of Berkeley, provide tools to access the imagery, as well as provide tools for measuring, extracting data, and reporting.

The list of detailed task and deliverable requirements are:

Milestone 1: STREET LEVEL 360° IMAGERY CAPTURE

Objective

Capture spherical 360° imagery for the approximately 285 total miles of public right-of-ways within the City of Berkeley. At minimum, this task will include:

- High resolution, 100 megapixel images
- Imagery and LiDAR capture and processing
- Cloud-based storage and access
- Privacy filter (faces and license plates blurred)
- Imagery recorded every 5 meters along right-of-ways to provide multiple viewing perspectives of all objects
- High quality images, free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations
- Collection timeframe less than 30 days including contingency time for bad weather with initial delivery of images within three weeks of start of image collection
- Metadata with information on the date and time of capture, the accuracy of each recording point, the spatial reference system, and the camera system information

Deliverable

- A. Complete street level 360° imagery dataset of public right-of-ways within the City of Berkeley
- B. Quality control report that includes summary of miles driven, areas collected and positional accuracy of the recording points

Milestone 2: HOSTED SOFTWARE TOOLS

Objective

Provide an interactive web-based application with unlimited logins for City staff that provides cloud access to the imagery dataset and tools for measuring, collecting data, and reporting.

At minimum, this task will include:

- Ability to use different browsers such as Internet Explorer, Chrome, Safari, etc.
- Mobile responsive imagery
- Search with address, zip code, and or coordinates
- Integrate with our applications and work processes using an industry standard Javascript API
- Determine the location and dimensions of objects in imagery
- Create precise point, line, and area measurements
- Overlay City-provided spatial data in the imagery in formats such as Shapefile or Geodatabase
- Create reports
- Save views as images

Deliverable

- a) An interactive, responsive web-based application with unlimited logins for City staff
- b) Web-based training with an option to purchase onsite training(s)
- c) Technical support services via phone or email

Milestone 3: ArcGIS TOOLS

Objective

Provide tools within ArcGIS Desktop, ArcGIS Pro, ArcGIS Online and/or Web AppBuilder for ArcGIS that integrates imagery display, editing, and measuring into the City's existing ArcGIS environment.

At minimum, this task will include the ability to:

- View and measure on the images
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D from the images
- Save views as images

Deliverable

- a) ArcGIS tools
- b) Web-based training (minimum 2 sessions) with an option to purchase onsite training(s)
- c) Technical support services via phone or email

Milestone 4: TECHNICAL AND SECURITY REQUIREMENTS

Objective

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.

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. 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.

Service Levels: System Performance, Scalability and Availability

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

- 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.
- Maintain 99.99% availability — including planned maintenance.

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 in place. Third party software integration should be verified.

a) **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.

b) **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, ESRI Shapefiles. The dedicated data files will be comprised of the City's data held in the 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.

Deliverable

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

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

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

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

2. Proposal Describing Service:

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

3. 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.

4. Contract Terminations:

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

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

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

IV. PROPOSAL EVALUATION

IV.1. Evaluation Process

IV.1.1. The City shall make an award on the basis of best value and fit. 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.

IV.1.2. The City's evaluation process will be comprised of several phases:

IV.1.2.1. Phase One: Initial Selection

IV.1.2.2. Phase Two: Evaluation and Demonstrations

IV.1.2.3. Phase Three: Best and Final Offer (BAFO-at City's discretion), Selection, and Negotiation

IV.2. Evaluation & Selection Team

IV.2.1. A cross-functional team of City staff will comprise the Evaluation Selection Team. The Team will have representation from each of the functional areas identified herein: Information Technology, Public Works, and Parks, Recreation, and Waterfront departments. This team is responsible for evaluation and scoring of the proposal packages, vendor demonstrations, and other evaluation tasks.

IV.2.2. A broader Advisory Group consisting of subject matter experts from the City's departments will be established to participate during 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.

IV.2.3. The Evaluation Selection Team will make a procurement recommendation to the Project's Executive Steering Committee.

IV.2.4. Final contract award will be brought before the City Council for approval.

IV.2.5. The City reserves the right to award the contract in phases, in total, or not at all.

IV.3. Phase One: Initial Selection - 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.

IV.4. Phase Two: Evaluation and Demonstrations

The Evaluation Selection Team will review a vendor's written proposals for determination that each responsive vendor has the capacity, experience, knowledge, understanding, and reliability to fully perform the contract's requirements. Phase Two will be weighted following the Criteria listed in Figure IV.5.1 below.

The Evaluation Selection Team will short-list up to three (3) vendors for software demonstrations and interviews.

Figure IV.5.1: Evaluation Criteria Weighting*

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

* The **Criteria** listed above will be considered, although not exclusively, in determining firm(s) selection.

A selection panel will be convened of staff from the departments of Public Works, Parks Recreation and Waterfront, and Information Technology.

IV.5. Phase Three: BAFO, Contract Negotiation and Selection

Upon satisfactory completion of Demonstrations, 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 those 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), if applicable.

The City may ask for written clarification to the initial proposal from the finalist, including any exceptions the vendor may have to contract conditions included in the RFP. Contract negotiations will allow all parties to seek clarification on project scope, expectations, deliverables, and present any remaining questions. Software licensing agreements will be reviewed in detail with the vendor(s), and exceptions to proposed contract conditions will be reviewed and evaluated.

If negotiations result in a satisfactory agreement, a recommendation will be referred to the City Council of the City of Berkeley for their approval and authorization to enter into a contract with the selected vendor. 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 this RFP must be authorized by the City Council of the City of Berkeley prior to award.

V. 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.

VI. CONTRACT CONDITIONS FOR PROJECT

1. 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.

2. 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.

3. 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's 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.

VII. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

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

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VIII. 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

IX. SCHEDULE (dates are subject to change)

- | | |
|--|------------------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | Thursday, August 15, 2019 |
| <input type="checkbox"/> Submit Questions | Monday, August 26, 2019 |
| <input type="checkbox"/> Questions and Answers Posted | Friday, August 30, 2019 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | Tuesday, September 10, 2019 |
| <input type="checkbox"/> Complete Selection Process | Monday, October 7, 2019 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | Tuesday, November 19, 2019 |
| <input type="checkbox"/> Award of Contract | Wednesday, November 20, 2019 |
| <input type="checkbox"/> Sign and Process Contract | Monday, December 16, 2019 |
| <input type="checkbox"/> Notice to Proceed | Thursday, January 2, 2020 |

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required Items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |
| • Equal Benefits Certification of Compliance | Attachment F |
| • Right to Audit Form | Attachment G |
| • Insurance Endorsement | Attachment H |

ATTACHMENT A

CHECKLIST

- Proposal describing service/project plan
 - one (1) unbound original
 - three (3) unbound copies
 - one (1) electronic copy (flash drive)
- Contractor Identification and Company Information
- Client References
- Price proposal by milestone
- 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 Liability
 - 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 Professional 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: **360-degree Street Level Imagery/19-11279-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 Aho, 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: **360-degree Street Level Imagery/19-11279-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: **360-degree Street Level Imagery/19-11279-C**

Section III

***** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY *****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?..... Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?..... Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

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

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

Contract Description/Specification No: **360-degree Street Level Imagery/19-11279-C**

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: **360-degree Street Level Imagery/19-11279-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:

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