

Finance Department
General Services Division

**REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11332-C
FOR
SOUTHSIDE ZONING ORDINANCE INITIAL STUDY AND ENVIRONMENTAL IMPACT
REPORT
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals **to prepare an Initial Study (IS) and Environmental Impact Report (EIR) to evaluate proposed changes, identified in collaboration with City staff, of Zoning Ordinance development standards in the Southside neighborhood.** 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, June 20, 2019.** All responses must be in a sealed envelope and have **“SOUTHSIDE ZONING ORDINANCE IS AND EIR”** and **Specification No. 19-11332-C** clearly marked on the **outer most mailing envelope.** Please submit one (1) unbound original, three (3) unbound copies and one (1) electronic version (on CD or flash drive) as follows:

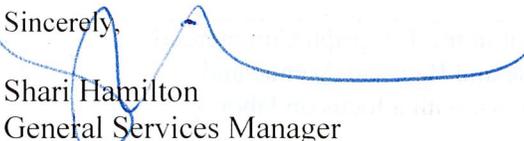
Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

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 Elizabeth Greene**, (Senior Planner), via email at Egreene@cityofberkeley.info no later than **June 10, 2019**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,


Shari Hamilton
General Services Manager

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390

E-mail: finance@ci.berkeley.ca.us Website: <http://www.ci.berkeley.ca.us/finance>

I. PROJECT DESCRIPTION and BACKGROUND

PROJECT DESCRIPTION

The City of Berkeley (the “City”) is seeking an individual or firm to prepare an Initial Study and Focused Environmental Impact Report (EIR) to analyze the environmental impacts of proposed amendments to development standards in the Southside area of the city. This project is driven by City Council referrals to increase density in the Southside in order to create more housing opportunities for students and the general population.

BACKGROUND

Existing Conditions: Like many cities in the San Francisco Bay Area, the City of Berkeley is not meeting its state-mandated Regional Housing Needs Assessment (RHNA) goals. In Berkeley, this is compounded by the presence of the UC Berkeley campus, which has 30,853 undergraduate students, 11,666 graduate students and 14,567 faculty and staff. Currently, UC provides approximately 8,700 beds for undergraduates and graduates, which is under 30% of the total beds needed to house all students. Over the past six years, the student population has increased by 13%, without a commensurate increase in dwelling units or beds.

The housing crisis is not new to Berkeley. The Southside Plan (the Plan), adopted in 2011, was developed out of a mutual interest on the part of the City and the University to guide growth in the 28 blocks immediately adjacent to the south border of campus (“the Southside”). The Plan has six (6) Goals:

1. **Housing:** Create additional housing at appropriate locations to help meet the housing demand for students and people employed nearby, thus taking advantage of proximity to the University and Downtown to reduce automobile dependence and to increase travel to work or school by non-automobile transportation. Encourage the provision of affordable housing.
2. **Land Use:** Provide for a high-density residential and commercial mixed-use edge to the University of California campus and the “spine” along Telegraph Avenue. The high-density edge and spine are the focus for infill development. Development becomes progressively less dense and more residential in use the greater the distance from Bancroft and Telegraph, providing a buffer and transition to the lower density residential areas to the east and south of the Southside Area.
3. **Transportation:** Increase the quality, amenity, and use of all non-automotive modes (public transit, bicycles, and pedestrian), and reduce the number of trips made in single-occupant automobiles.
4. **Economic Development:** Enhance the commercial district so that it better meets the needs of the wide variety of users who frequent the neighborhood. Improve access, marketing and safety.
5. **Community Character:** Recognize, preserve and enhance the unique physical character of the Southside.
6. **Public Safety:** Improve public safety, address social needs, and act to minimize loss of life and property in the event of a natural disaster.

The Plan created new zoning districts to encourage high density housing in the Southside, and the Southside Plan EIR analyzed the development potential and anticipated impacts based on the approved development standards. Since the adoption of the Plan in 2011, changes to the commercial district within the Southside (Telegraph Avenue Commercial, or C-T) were adopted, increasing the height and Floor Area Ratio (FAR) in this area to allow for additional density.

Council Referrals: Since 2016, the City Council has forwarded six referrals to the Planning Commission related to increasing housing potential in the Southside area:

Referral Number	Date of Referral	Referral Description
1	7/12/16	Allow increased development potential in the Telegraph Commercial (C-T) District between Dwight Avenue and Bancroft Avenue and develop community benefit requirements, with a focus on labor practices and affordable housing.

2	4/4/17	Create a Use Permit process to allow non-commercial use on the ground floor in appropriate locations, where commercial might otherwise be required. A pilot project is suggested for the C-T District.
3	5/30/17	Develop a pilot Density Bonus program for the C-T District to generate in-lieu fees that could be used to build housing for homeless and extremely low-income residents.
4	10/31/17	Facilitate student housing by increasing the height and Floor Area Ratio (FAR) in the portions of the R-SMU, R-S and R-3 District which are located within the Southside area west of College Avenue.
5	1/28/18	Convert commercial space in the C-T to residential use, expand the Car-Free Housing overlay in the Southside, allow two (2) high-rises for student housing, and consider micro-units and modular units.
6	5/1/18	Convert commercial space into residential use within all districts in the Southside located west of College Avenue.

The selected consultant and staff will work together in the following manner:

1. Staff will develop scenarios based on different development standards to study.
2. The consultant will analyze the scenarios and confer with staff about the findings and possible alternatives to consider in the EIR.
3. The alternatives and assumed benefits and impacts will be vetted with various commissions and Council subcommittees before finalizing the version(s) to study in the EIR.

Location: The Southside is one of the most dense, dynamic and diverse areas in Berkeley. Geographically, it is a relatively small area, only about 28 city blocks, or 2.5% of Berkeley’s land area. However, it is home to 13,253 people, many of them students, and comprises almost 12% of the City’s population (2010 Census). The Southside receives tens of thousands of visitors each year and has thousands of pedestrians on its streets. In addition, it is home to the University of California, one of the largest employers in the City and the focus of much of the City’s cultural and intellectual life.

The Southside contains a diverse mixture of land uses including: housing, offices, retail shops, religious, cultural and institutional institutions, schools, parking and recreational uses. The physical form of the Southside has evolved over the years but historic land use patterns are still discernable. Many buildings that are significant to the architectural and social history of the City are located in the Southside. The area has 50 landmark structures, among which are such notable buildings as the First Church of Christ, Scientist, (Bernard Maybeck, Architect), the Berkeley City Club (Julia Morgan, Architect) and the Thorsen House (Greene and Greene, Architects).

For the purposes of the Southside Plan, the Southside is generally defined as the area bounded by Dwight Way on the south, Bancroft Way on the north, Prospect Street on the east and Fulton Street on the west. The study area also includes properties fronting Telegraph Avenue between Dwight Way and Parker Street. See the map (Figure 1) for specific boundary details.

Available Project Resources: Several documents related to the Southside are available for review:

- Southside Plan, EIR and MMRP: <https://www.cityofberkeley.info/southsideplan/>
- Zoning Ordinance chapters for the districts that are within the Southside (R-3- partial (Chapter 23D.36); R-S (Chapter 23D.48); R-SMU (Chapter 23D.52); C-T (Chapter 23E.56)):
<https://www.codepublishing.com/CA/Berkeley/>
- September 5, 2018 Planning Commission staff report with links to Council referrals:
https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Commissions/Commission_for_Planning/2018-09-05_Item%209_Student%20Housing-Combined.pdf

II. SCOPE OF SERVICES

The consultant will complete the required steps for environmental review discussed below. The work products must meet the requirements of the California Environmental Quality Act (CEQA) statute and Guidelines, the City's Environmental Review Procedures, and State Planning and Zoning laws. **All documents submitted to the City shall only be provided via the City's FTP site, and all documents submitted for review by the City shall be done so in MS Word format and in PDF format.**

1. **Project Management.** The Consultant will serve as project manager for the environmental review process, and will be responsible for the technical accuracy and adequacy of sub-consultant work products, including their findings, recommendations and conclusions. Members of the consultant team will be available for meetings with City staff and/or public presentations to support their analysis. The City will expect monthly progress and budget reports that describe the status of project tasks. The Consultant shall take the lead in developing agendas for meetings held with the City regarding CEQA issues. The City's in-house project manager will take the lead in logistics related to organizing City-Consultant team meetings.
2. **Initial Project Coordination Meeting.** The Consultant and appropriate sub-consultants will prepare for and attend an initial project coordination meeting with City staff and project representatives. The purpose is to discuss the expectations of stakeholders in this process, identify concerns and issues, the type and magnitude of Zoning Ordinance amendments to study in the environmental analysis, and review information needs, work products and schedules.
3. **Project Description.** The Consultant shall work with City staff to analyze Zoning Ordinance amendments based on City Council referrals and develop a description of the project to be studied in the Initial Study and EIR. The Consultant shall assume no more than two (2) rounds of review of the Project Description by City staff prior to conducting any analysis.
4. **Initial Study.** The Consultant shall prepare an Initial Study which documents the existing conditions, project impacts (if any), applicable City Conditions of Approval, mitigation measures (if required), and resulting level of significance for each of the topical areas required under CEQA. The scope of work for the Initial Study (IS) shall include preparation of adequate analyses for the following topics:
 - Aesthetics;
 - Agricultural and Forestry Resources;
 - Air Quality;
 - Biological Resources;
 - Energy;
 - Geology and Soils;
 - Hazards and Hazardous Materials;
 - Hydrology and Water Quality;
 - Mineral Resources;
 - Noise;
 - Public Services;
 - Recreation;
 - Tribal Cultural Resources;
 - Utilities and Service Systems; and
 - Wildfire.

It is assumed that the following topics will be analyzed in the EIR: Cultural Resources; Greenhouse Gas Emissions; Land Use and Planning; Population and Housing; and Transportation. The transportation analysis should use Vehicle Miles Traveled (VMT) as the primary metric, but also include a sampling of Level of Service (LOS) at selected intersections. For the purposes of this scope of work, it should be assumed that one (1) Administrative Draft IS, one (1) Screencheck Draft IS and one (1) Printcheck IS will be required.

5. **Notice of Preparation.** The Consultant will prepare and circulate a Notice of Preparation (NOP), notifying the public that an EIR will be prepared for the project. The Consultant shall satisfy all CEQA public noticing requirements. It should be assumed that the Initial Study will be circulated with the NOP.
6. **Scoping Meeting.** The Consultant shall attend a publicly noticed Scoping meeting to facilitate public comment on the scope of the EIR. The Consultant shall review all written and oral comments received during project scoping and shall alert the City if the scope of work should be revised in response to any comments.
7. **CEQA Review and Preparation of Environmental Document(s).** It is anticipated that an EIR will need to be prepared. The required components of review and preparation of the EIR are outlined below.
 - a. Administrative Draft EIR (ADEIR). The Consultant shall prepare an ADEIR to address any potentially significant and unavoidable impacts identified in the Initial Study, or issues of specific interest or concern. At this time, the topics anticipated to be addressed in the EIR include: Cultural Resources; Greenhouse Gas Emissions; Land Use and Planning; Population and Housing; and Transportation. The EIR will also include the following discussions: Introduction; Summary; Project Description; Alternatives (assume three (3) for the purpose of this scope); Other CEQA Considerations; and Report Preparers and References. The City of Berkeley Environmental Review Procedures require that a Mitigation Monitoring and Reporting Program (MMRP) be drafted earlier in the process than is usually required. The consultant shall include a draft MMRP with the ADEIR.

The City anticipates that there will be one (1) ADEIR, one (1) Screencheck Draft and one (1) Public Review Draft. The Consultant should be prepared that a second iteration may be required for any ADEIR section that does not meet the City's expectations. The City will consolidate all staff comments and edits for each round to ensure consistency. The consultant shall meet with City staff to review comments on the ADEIR.

- b. Draft EIR (DEIR). As directed by the City, the Consultant will revise the ADEIRs and produce 15 hard copies of the DEIR, suitable for public distribution, including copies of all referenced technical documents and the Notice of Availability. The Consultant shall also provide one (1) electronic copy (on CD or flash drive) of the document and any technical appendices in native file and PDF formats, along with 15 hard copies of the Summary Chapter for submittal to the State Clearinghouse. The Consultant shall attend one (1) public meeting (e.g. Planning Commission) during the 45-day comment period.
- c. Comments and Responses Matrix. After the close of the DEIR comment period, the Consultant will develop and submit a matrix of comments received, preliminary thoughts on the response to each comment, and indication where City staff is expected to take the lead on a response. Standard language for non-CEQA related comments should also be proposed. The purpose of this matrix is to allow staff to provide early input on how to approach the comments, and reduce the need for extensive revisions to the Administrative Draft of the Response to Comments. The matrix will then be discussed at a meeting with staff.
- d. Prepare Administrative Draft Response to Comments (ADRTC). The ADRTC will include the following sections: Introduction; List of Commenters; Comments and Responses (including enumerated copies of all letters received and captioner's record from hearings on the DEIR); and, DEIR Text Revisions. The Consultant shall assume one administrative draft and one (1) Screencheck draft. The City will consolidate all staff comments and edits for each round to ensure consistency.
- e. Final Response to Comments (FRTC). Once the Screencheck RTC is approved, a Final RTC will be prepared. The consultant shall prepare a legally adequate final environmental document based on comments received on the DEIR and any additional analysis or information that is needed, and provide 15 hard copies of the final document and one electronic copy of document and all technical appendices in native file and PDF format. The Consultant shall attend two (2) public meetings during the adoption of the Final EIR.
- f. CEQA Findings and Statement of Overriding Considerations. The Consultant shall prepare for use by the City all CEQA findings to facilitate action on the project.

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. Transmittal Letter: (1 page max)
 - Commitment of availability of key staff to work on project, once initiated, for a period of up to 18 months.
 - Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - The name of the primary firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
 - Signature by an authorized principal or partner of the firm.

2. Client References: (1 page max)

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, e-mail address and the project(s) that were completed under that client's direction.

3. Description of Project Approach: (2 pages max)

Please describe your understanding of the issues that need to be addressed in the Southside Zoning Ordinance IS and EIR. What is your proposed approach to working with staff to determine the types of zoning ordinance modifications that should be studied in order to provide greatest flexibility when crafting ordinance language? How will the goals of the Southside Plan be considered when considering Zoning Ordinance options? Explain specific tasks you will implement, and the deliverables you will provide to the City of Berkeley. List any challenges that you anticipate, and explain how you will overcome those challenges.

4. Work plan and Schedule: (3 pages max)

Please provide the following:

 - Work plan. The work plan shall outline tasks, deliverables and staffing assignments to meet project objectives outlined in the Scope of Services (Section II).
 - Schedule: The schedule shall provide the anticipated completion date for each task and deliverable as well as major meetings. The City anticipates that the overall process should range between 12 and 24 months. Prioritize tasks and provide your thoughts on any efficiencies which may be available to reduce the schedule and/or most effectively utilize the time available.

5. Price Proposal: (2 page max)

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. In addition, please add a 5% contingency to the budget.

6. Qualifications and Experience of Project Team: (3 pages max)

Describe your qualifications as they relate to the scope of services described above. Cite examples of similar environmental analyses that have been completed by you or your firm. Include the names and qualifications of the individuals that would be assigned to the project, including any sub-consultants, and describe their roles.

7. Contract Terminations: (1 page max)

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

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

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

IV. SELECTION CRITERIA

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

1. Description of Project Approach (20 points)
2. Qualifications and Experience (40 points)
3. Client References (15 points)
4. Work plan and Schedule (15 points)
5. and Price Proposal (10 points)

A selection panel of City staff will be convened to evaluate all responsive proposals received. At the City's discretion, a short list of the best qualified firms may be established and in-person interviews may be conducted prior to staff's contract award recommendations, which are then subject to approval from the Berkeley City Council. The respondent whose proposal represents the best overall value to the City, price proposal and other factors considered will be recommended for contract award. The City reserves the rights to forego in-person interviews and to make no contract award pursuant to this RFP process.

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: **Elizabeth Greene**

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

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

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

D. Conflict of Interest:

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

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

E. Berkeley Living Wage Ordinance:

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

F. Berkeley Equal Benefits Ordinance:

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

G. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

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

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

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

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

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VIII. SCHEDULE (dates are subject to change)

- | | |
|--|-------------------------|
| <input type="checkbox"/> Issue RFP to potential bidders: | May 30, 2019 |
| <input type="checkbox"/> Optional Pre-Bid Meeting/Questions Due | June 12, 2019 |
| <input type="checkbox"/> Question and Answer Addendum posted | June 18, 2019 |
| <input type="checkbox"/> Proposals due from potential bidders | July 3, 2019 |
| <input type="checkbox"/> Optional Interviews | July 15, 2019 |
| <input type="checkbox"/> Complete Selection Process | July 22, 2019 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | September 10, 2019 |
| <input type="checkbox"/> Award of Contract | September 11, 2019 |
| <input type="checkbox"/> Sign and Process Contract | September/October, 2019 |
| <input type="checkbox"/> Notice to proceed | September/October, 2019 |

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

Attachments:

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

ATTACHMENT A

CHECKLIST

Proposal describing service (one (1) unbound original, three (3) unbound copies and one (1) electronic version (on CD or flash drive).

- Transmittal Letter
- Client References
- Description of Project Approach
- Work plan and Schedule
- Price proposal as stated in Section III.5
- Qualifications and Experience of Project Team
- Contract Terminations

- 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 Evidence of Insurance
 - Commercial General Liability
 - Automobile Liability
 - Professional Liability
 - Worker's Compensation

- Right to Audit Form Attachment G

- Commercial General & Automobile Liability Endorsement Form Attachment H

- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

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

Organization: _____

Address: _____

Business Lic. #: _____

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

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

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

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

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

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

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

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

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

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

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

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

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Southside Zoning Ordinance IS and EIR/ 19-11332-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **Southside Zoning Ordinance IS and EIR/ 19-11332-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: **Project Name/ XX-XXXXX**

Section III

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

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

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Attachment F

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Southside Zoning Ordinance IS and EIR/ 19-11332-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

Contract Description/Specification No: **Southside Zoning Ordinance IS and EIR/ 19-11332-C**