



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 20-11365-C
FOR
MICROBOND FINANCING PROGRAM
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals *able to provide full services for the establishment and execution of a pilot microbond financing program for future City projects such that services will entail development through implementation of an actual project(s) that is focused on encouraging local participation and leverages emerging technologies.* 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, January 23, 2020. All responses must be in a sealed envelope and have “**Microbond Financing Program**” and **Specification No. 20-11365-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original, three (3) unbound copies and one (1) electronic copy on USB stick 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 proposals or proposals that do not conform to the requirements specified herein will not be considered. Issuance of an 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 a 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.

Any information submitted in response to this RFP that a respondent believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. Explanations are advised briefly describing why each portion of information so marked are requested to be withheld from public disclosure. **Note: Information marked confidential but determined not to fall within the category of trade secrets or commercial or financial information of a privileged or confidential nature is subject to release.**

For questions concerning the anticipated work, or scope of the project, please **contact Filippo De Luca, Senior Buyer**, via email at fdeluca@cityofberkeley.info no later than **Friday, December 20, 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,


Dennis Dang
Acting General Services Manager

I. BACKGROUND

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 (or 10 miles away) from San Francisco and within easy proximity to population centers in Contra Costa County and Silicon Valley. Encompassing 17.7 square miles and with a resident population of approximately 122,234, Berkeley has the highest population density of any city in the East Bay region. The City is defined to a large degree, both culturally and economically, by the presence of the University of California campus located on the eastern side of the City.

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

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

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

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

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

The City of Berkeley, Department of Finance provides direct services to the entire Berkeley community, that is, approximately 122,324 residents and more than 11,000 businesses. The Department's mission is,

“To conduct all of our responsibilities with integrity, warrant and receive the trust of colleagues and constituents, and to positively support the delivery of quality services to fulfill the City’s mission and citywide priorities. Within the framework of full disclosure and quality customer service, our principal obligations are to safeguard City assets, maximize revenues, manage the business of City programs, and provide accurate, timely, and complete financial information.”

The City is soliciting responses from individuals and firms (collectively, “firms”) able to provide full **begin-to-end** services for the establishment and execution of a pilot Microbond Financing Program (“Program”) for future City projects – i.e., **joint ventures and partnerships are encouraged to fulfill the entirety of this Scope of Services (see Section II)**. Rendered services will entail development through implementation of an actual project(s) and be focused on encouraging local participation and leverage employment of emerging technologies. The City anticipates an initial pilot financing, estimated between \$2M-\$5M dollars through the Program for the purpose of

acquiring high value City assets such as fire trucks, garbage trucks, and other material well suited for this type of financing program.

Given the City's history of being an early adopter of innovative public finance solutions, the City is exploring the use of emerging technologies for marketing, issuance, and ongoing administration of microbonds. Accordingly, the City anticipates that microbonds will be marketed and sold through a technological platform that has the ability to issue microbonds in very small increments, track secondary market trades, and provide for additional ongoing bond administration.

To maximize local investor participation, the City anticipates small bond denominations (denominations as low as \$100 have been discussed) and the City intends to limit participation in the initial microbond offering to local retail bond investors to benefit Berkeley residents and businesses.

Additionally, the selected firm(s) will provide ongoing support with on-demand real-time audit functionality, ensure continued regulatory compliance, and re-issue bonds if lost or stolen. A firm's ability to provide a secondary market will be an additional consideration in the selection process.

More information about the City's objectives for the Program can be found at the following:

1. Staff Report for June 25, 2019 Meeting
(https://www.cityofberkeley.info/Clerk/City_Council/2019/06_June/Documents/2019-06-25_Item_47_Referral_Response_Community_Microbond.aspx)
2. Recording of June 25, 2019 City Council Meeting (refer to Item # 47 on the Agenda)
(http://berkeley.granicus.com/MediaPlayer.php?publish_id=80e5a00e-985d-11e9-b00b-0050569183fa)

Pursuant to this RFP the City anticipates making an award to qualified and experienced firm(s) with a contract through the completion of the financing and final payment of outstanding bonds. Additionally, the City reserves the right to award contracts to more than one firm for some or all of the services outlined in Section II. Assignments to awarded consultants will be based on the suitability of the consultant for the work required; however, the City reserves the right to issue task order specific requests for proposals to which two (2) or more of the awarded consultants may submit competitive proposals. **Firms are encouraged to create joint-ventures/partnerships as needed to provide the full scope of services requested.**

II. SCOPE OF SERVICES

The City anticipates commencing the Program with the selection of qualified firm(s). Given the ongoing nature of Item 4 in the Scope of Services below, the contract(s) is anticipated to extend through the final maturity of the microbonds. The City expects the selected firm(s) to provide the services outlined below for the agreed-upon payment. The anticipated Scope of Services for the Program include the following:

1. Assist the City in Developing an Innovative, Community-Supported Financing Platform Utilizing Emerging and/or Established Technologies.

The Program will consist of multiple phases, including pre-sale marketing, bond sale, and ongoing bond administration. The Program will meet several objectives, including the following:

- a. Use of an emerging technology platform as a means to crowdsource participation, sell the bonds, and help administer the Program
 - b. Increased local participation in the financing and increased benefit for Berkeley residents from local bond ownership
 - c. Exploring potential additional *microbond functionality beyond its use as an investment product*
2. Design and Create Bond Sale and Administration Platform

Design and create a secure, online platform(s) for marketing, bond sale, and ongoing bond administration. This phase will require multiple communications and meetings with City staff and other consultants. The online platform(s) should have the following capabilities:

- a. Market the City's Program and microbonds as outlined in Item 2 of this Scope of Services
- b. Facilitate sale of the bonds as outlined in Item 3 of this Scope of Services
 - i. Ability to work with bonds in very small denominations
- c. Administer the bonds on an ongoing basis utilizing blockchain or another digital ledger technology as outlined in Item 4 of this Scope of Services
- d. Facilitate secondary market trading among investors
- e. Ability to provide on-demand audits and reports detailing various metrics including (number of bond investors, secondary market trading activity, geographical location of current bond owners, etc.)
- f. Ability to communicate easily with investors to facilitate reporting of significant events and annual disclosure requirements
- g. Ability to ensure all relevant laws and rules are adhered to and all legal and reporting requirements are met

3. Pre-Sale Marketing

- a. Work with City staff and consultants to develop marketing pitch and material for the Program
 - i. Tailor marketing material to increase buy-in from investors who do not typically participate or have not participated in a traditional bond offering
- b. Distribute marketing materials, targeting Berkeley residents
- c. Provide on-demand feedback of marketing campaigns (e.g. responses, views, or other metrics)

4. Bond Sale

- a. Assist in the preparation and review of legal and financing documents in coordination with the City Attorney, bond counsel, underwriter's counsel (if any), disclosure counsel, City staff, and other relevant parties. These documents shall include regulations, rules, proposed legislation, and other documents relating to the City's financing program.
- b. Assist in preparation of preliminary and final official statements, notices of sale, and other disclosure documents as necessary
- c. Assist City staff, bond/disclosure counsel and the municipal advisor in structuring the microbonds
- d. As necessary, work with the City's municipal advisor to resolve issues communicated from prospective purchasers, rating agencies, or public officials regarding the sale and issuance of bonds
- e. Serve as broker-dealer for the bond sale, managing the bond sale process
 - i. At this time, the City desires to limit the bond offering to Berkeley residents
- f. Provide other customary underwriting services
- g. Prepare comprehensive after-bond-sale report detailing key metrics of the sale
- h. After bond sale, continue to provide secondary market liquidity for the microbonds

5. Ongoing Bond Administration

- a. Monitor secondary market trades and maintain an up-to-date database of current bond owners
- b. Serve as the City's paying agent and ensure that interest and principal payments to bond owners are made on time
- c. As necessary resolve issues raised by bond owners and maintain methods of communication with bond owners
- d. Prepare detailed reports – upon request – including details on secondary market activity, make-up of current bond owners, etc.
- e. Work with the City's dissemination agent to distribute significant events' notices, when necessary, and annual disclosure reports to bond owners
- f. Undertake any steps necessary to ensure ongoing security and integrity of the online platform
- g. Develop platform to provide secondary market sales and purchases (investor liquidity)

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. Firm Overview and Staffing:

- 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
- Discuss the structure of your firm and identify any related subsidiaries
- Identify the members of the firm who will be primarily responsible for providing the services outlined in Section II of this RFP and provide short bios for those staff members
- Disclose any bankruptcy proceedings your firm may have been a party to in the last 5 years

2. Approach to Services:

Discuss your approach to fulfilling the Scope of Services outlined in Section II of this RFP. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP will also be considered. Please note that responses which depart from or materially alter the terms, requirements, or Scope of Services defined by this RFP may be rejected at the sole discretion of the City as being non-responsive. Discuss any unique or innovative methods your team utilized to execute similar projects. In addition, please address the following items:

- Compare your approach to a traditional public financing approach, identify key areas where your approach differs from and improves upon a traditional public financing approach. Include a self-assessment of the potential weaknesses in your approach compared to traditional financing technologies.
- Discuss the technical core of how you will implement a blockchain (or similar distributed ledger technology) platform for the marketing, sale, and ongoing administration of the microbonds, including the following:
 - Specific technology to be used (e.g. Hyperledger, Ethereum, etc. for blockchain platforms or other proprietary distributed ledger technology)
 - How the Platform will be anchored to integrate with any global, public blockchains
 - Transaction computation complexity on your proposed technology
 - Platform scalability for any future, additional financing projects
 - Any front-end application for use by bond investors and/or City staff (include screenshots if available)
 - Identify any infrastructure the City must provide for the proper functioning of the Platform
- Outline your creative vision for local engagement and strengthening the local economy through benefits to local stakeholders. Discuss your firm's ability to market the offering to retail investors.
- Highlight your firm's ability to issue microbonds in very small denominations, reissue if lost or stolen, and track micro-payments on demand
- Your firm's ability to administer the Program with on-demand real-time audit functionality
- Identify your firm's capability to monitor trades in the secondary market and ensure ongoing liquidity for the microbonds
- Discuss current federal and state regulatory compliance and a strategy for maintaining ongoing compliance
- Identify any partnerships with local technology providers and community organizations that will enable your firm to complete the Scope of Services
- Discuss any social benefit elements of your firm's approach to providing the services requested in this RFP.
- Discuss your firm's thoughts on the possibility of instrument functionality beyond its use as an investment product
- Discuss actions and procedures your firm will implement to ensure cybersecurity for the bond issuance and ongoing administration platforms

3. Related Experience:

- Detail your firm's experience providing some or all of the services identified in the Scope of Services
 - Include experience providing those services to local government entities
- Discuss systems or platforms your firm has developed that have some or all of the functionality identified in Item 1 of the Scope of Services
- Discuss successes your firm has had in increasing participation in bond offerings from demographic groups who typically do not purchase bonds

4. Legal Issues, Licenses, and Potential Conflicts of Interest:

- Your response must disclose any current or pending investigations of the firm and any enforcement, settlement, or disciplinary actions taken within the last five years against the firm or any proposed key personnel
- Provide a summary of the company's licenses and registration with the appropriate federal and state regulators
- Identify any potential conflicts of interest or relationships that may present a perception of a conflict of interest in accordance with Section VI.E below

5. Client References:

Provide up to five (5) client references for projects similar to that outlined in this Scope. If available, provide local government references, preferably 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.

6. Price Proposal:

Provide your compensation structure based on the Scope of Services (Section II).

7. 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. SELECTION CRITERIA

The following criteria and suggested scoring will be considered, although not exclusively, in determining which firm(s) is hired.

1. Demonstrated Experience (successful completion of similar projects) – 30 points
2. Solution (innovation, defined strategy, suitability and proprietary fit) – 30 points
3. Costs – 20 points
4. Completeness and Comprehensiveness of Materials – 10 points

5. References – 10 points

A selection panel will be convened to evaluate each proposal in regards to the requirements stated herein, and to select the respondent whose proposal represents the best overall fit and value to the City.

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: **Director of Finance**

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. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. 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.**

F. 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 current Living Wage rate can be found here: https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx. 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.

G. 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.

H. 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.

I. Disclosure of Historical Commerce in Slavery:

Ordinance No. 6855-N.S. codified in B.M.C. Chapter 13.96 states that, any contractor providing financial services to the City (including any bank in which the City deposits public funds) that directly or through its parent entities, subsidiaries or predecessors in interest, bought or sold slaves, used slaves as collateral, provided loans to purchase slaves, insured such transactions or the slaves, or provided any other services to aid in such transactions, shall disclose in writing whether the contractor engaged in such commerce in slaves shall provide such disclosure in conjunction with execution of a contract with the City.

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.

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: | Thursday, December 5, 2019 |
| <input type="checkbox"/> Questions Due | Friday, December 20, 2019 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | Thursday, January 23, 2020 |
| <input type="checkbox"/> Complete Selection Process | Friday, February 21, 2020 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | Tuesday, February 25, 2020 |
| <input type="checkbox"/> Award of Contract | Wednesday, February 26, 2020 |
| <input type="checkbox"/> Sign and Process Contract | Friday, February 28, 2020 |
| <input type="checkbox"/> Notice to Proceed | Monday, March 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 |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • B.M.C. Ch. 13.96 Disclosure of Hist. Commerce in Slavery | Attachment J |

ATTACHMENT A

CHECKLIST

- Proposal describing service, one (1) unbound original and three (3) unbound copies and one (1) electronic copy on USB stick
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form (*may be optional*) Attachment F
 - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment G

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License
- Statement of Disclosure of Historical Commerce in Slavery Attachment J
(B.M.C. Chapter 13.96)

For informational purposes only: Sample of (Personal & Consulting) Services Contracts 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.

Attachment B (page 2)

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: **Microbond Financing Program/20-11365-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: **Microbond Financing Program/20-11365-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
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

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 Data Broker or Extreme Vetting services to ICE.

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

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

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. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Microbond Financing Program/20-11365-C**

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: **Microbond Financing Program/20-11365-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).

Attachment G (page 1)

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: _____

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: **Microbond Financing Program/20-11365-C**

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

Attachment H

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Microbond Financing Program/20-11365-C**

Chapter 13.96

DISCLOSURE OF HISTORICAL COMMERCE IN SLAVERY BY CERTAIN CITY CONTRACTORS

Sections:

13.96.010 Findings.

13.96.020 Duty imposed on contractors providing insurance and financial services to the City.

13.96.030 Remedies.

Section 13.96.010 Findings.

The City Council finds that full disclosure of facts and acknowledgement of the depth and scope of the shameful commerce in slavery furthers the public interest in that it promotes healing in the Berkeley community on the part of both those who were harmed and those who profited from this abhorrent practice. This ordinance is enacted to promote this goal and to ensure that City contractors facilitate this process. (Ord. 6855-NS § 2 (part), 2005)

Section 13.96.020 Duty imposed on contractors providing insurance and financial services to the City.

Any contractor providing insurance or financial services to the City (including any bank in which the City deposits public funds) that directly or through its parent entities, subsidiaries or predecessors in interest, bought or sold slaves, used slaves as collateral, provided loans to purchase slaves, insured such transactions or the slaves, or provided any other services to aid in such transactions, shall disclose in writing whether the contractor engaged in such commerce in slavery as follows:

A. Insurance companies shall file such written disclosure with the City within 30 days of the effective date of this ordinance.

B. Banks or other financial institutions shall have six months from the effective date of this ordinance to file such written disclosure with the City.

C. Contractors who are parties to new contracts providing insurance or financial services to the City shall provide such disclosure in conjunction with execution of a contract with the City, but no earlier than the periods set forth in subsections A and B above. (Ord. 6855-NS § 2 (part), 2005)

Section 13.96.030 Remedies.

A. Any contractor subject to this chapter who willfully or recklessly files a false statement or fails to file the required written disclosure shall be subject to termination of the contract with the City. The City Manager may take action to terminate the contract.

B. In addition, any Berkeley resident or the City Attorney may bring an action against a person or entity subject to this chapter to enforce its provisions. The relief shall include, but shall not be limited to, an injunction to mandate written disclosure or to correct any misstatement and reasonable attorney's fees and costs. (Ord. 6855-NS § 2 (part), 2005)