



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 20-11404-C
FOR
THIRD-PARTY ADMINISTRATOR FOR COMMUTE BENEFITS
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for third-party administration of the City's Commute Benefit Program for its employees. 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 September 15, 2020.** Proposals are to be sent via email with the **"THIRD-PARTY ADMINISTRATOR FOR COMMUTE BENEFITS"** and **Specification No. 20-11404-C** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding pricing proposal shall be submitted as a separate document.

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
purchasing@cityofberkeley.info

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 Leisl Griffith Redmond Senior Management Analyst**, via email at redmond@ci.berkeley.ca.us no later than **September 1, 2020**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Darryl Sweet
General Services Manager

I. **INTRODUCTION**

The City of Berkeley (City) is seeking a third-party benefits administrator to operate an established commute benefit program for its employees beginning July 1, 2020 for a two (2) year contract with two (2), one (1)-year renewal options at the City's discretion. Commuter benefit programs encourage the use of public transportation by allowing employees to pay for commuting expenses using pre-tax dollars. Established under Internal Revenue Code Section 132(f), the maximum 2020 tax-free election for qualified mass transit is \$270 per month. This means a commuter benefit program can potentially provide up to 40 percent tax savings for employees.¹ The commute program seeks to incentivize employee utilization of public mass transportation, vanpools, pool for-hire vehicles, and/or bicycles.

The City's more than 1,300 fully-benefited employees commute to various City work locations from their homes. The current commuter benefits program was established in 2002, and offers participants three (3) separate options: a \$20 monthly subsidy; pre-tax payroll deduction up to the Federal maximum of \$270/month; and the AC Transit City-subsidized EasyPass.² The City is seeking a third-party administrator to provide services *only for the payroll deduction and transit/bicycle subsidy commute benefit programs*. Currently, employees may choose any or all of the following transportation benefits offered by the City:

Subsidy: Fully benefited City employees may opt to receive a tax-free, employer-paid \$20/monthly subsidy that may be used for transit, bicycle or vanpool commuting.

Payroll Deduction: A pre-tax, employee-paid payroll deduction from \$10 to \$90 per month (Under the provisions of Internal Revenue Code (IRC) Section 132(f))

EasyPass: A tax-free, employer-paid AC Transit EasyPass (valued for IRS purposes at \$20 per month, but not deductible under the provisions of Internal Revenue Code (IRC) Section 132(f)). Eligible employees can receive an AC Transit EasyPass (www.actransit.org/easypass) from the City, which entitles the holder to unlimited use of all AC Transit bus lines until termination of City employment. Employees who enroll are provided a Clipper Card, the Bay Area's all-in-one transit card administered by the Metropolitan Transportation Commission (www.clippercard.com), with a photo identification EasyPass on the back. More than 1,000 City employees currently participate in the EasyPass program, which is jointly administered by City and AC Transit staff. Many employees load all their commute benefits (transit subsidy and pre-tax payroll deduction) onto their EasyPass Clipper Cards.

As of April 20, 2020, the City has 625 total employee participants in its third party administered Commute Benefit program in the following categories:

- 4 employees receive a \$10 monthly subsidy;
- 479 employees receive a \$20.00/monthly subsidy;+
- 142 employees elected pre-tax elections, and also receive the \$20.00/monthly subsidy.

Approximately 77% of participating employees receive only the \$20/monthly subsidy, while 142 employees receive both the benefit and pre-tax payroll deductions.

It is the intent of these specifications, terms and conditions to describe the services of a third-party administrator required to perform employee enrollment, benefit distribution (electronically and/or hard copy), tracking, accounting, and reporting for a period of two years with two, one-year renewal options at the discretion of the City. In order to facilitate employees' use of transit, vanpools and bicycles, the City seeks a third-party administrator

- whose program
 - provides excellent customer service
 - allows employee participants to interface with a flexible, convenient and intuitive dashboard.
- whose tracking and accounting process will provide for
 - Program administration, marketing and maintenance

¹ Based on a combined income tax rate of 40% for Federal, State and Local taxes.

² The IRS will allow \$270 per month, pre-tax, to be excluded from an employee's income for qualified parking benefits, up from \$265 per month in 2019. Additionally, the combined monthly limit for transit passes and vanpooling expenses for 2020 will be \$270, also up from \$265.

- Employee enrollment, changes, terminations and new hires
- Ability to receive payroll data in electronic format (text, CSV or Excel file formats, or whatever other systems Payroll Audit has in place)
- Contribution reconciliation and administration
- Calculating/assigning employee fees
- Clear monthly Invoicing (one (1) bill that reflects new enrollments, leaves of absence, cancellations, per capita participant fee calculations)
- Benefit distribution
- Monthly reports on employee enrollment

Potential third-party administrators for this program shall submit proposals, which include, but are not limited to, the following services in section II:

II. SCOPE OF SERVICES

This proposed contract will begin July 1, 2020 for a two (2)-year term with two (2), one (1)-year renewal options at the discretion of the City.

The third-party benefits administrator selected to operate the Commute Benefit Program for the City shall perform employee enrollment, benefit distribution (electronically and/or in hard copy), tracking, accounting, and reporting. The selected contractor must be able to perform the following:

1. Program Implementation

- A. Contractor shall provide a detailed timeline for program design, implementation, and on-going services including, but not limited to, enrollment and benefit disbursement.
- B. Contractor shall inform all City staff of new program availability and benefits within thirty (30) days of the initiation of this contract via
 - placement of an ad in the *Berkeley Matters* electronic employee newsletter; and
 - submission of text to be used in an “Everyone Email” to City staff for distribution.
- C. Contractor shall provide an electronic flyer and/or enrollment materials for distribution in new hire packets.
- D. Contractor shall participate in an initial orientation event, and annual employee benefits outreach events (at future dates to be determined) to promote the commute benefit program and provide support for setting up/managing employee accounts.
- E. Contractor shall maintain commute (transit, vanpool, or bicycle) benefit disbursements to employees currently participating in the program.

2. Program Administration

- A. Contractor shall provide detailed timeline with critical deadlines regarding accounting process (i.e., monthly receipt of City employee payroll deductions; billing administrative fees/participant fees; benefit disbursement to participant employees.
- B. City will provide monthly lists of eligible and terminated employees to Contractor electronically, or will upload data directly into Contractor’s database. Currently, City terminates commute benefits for employees monthly on Contractor’s website, and uploads a roster of eligible employees monthly. After employees are added to the system, they self-manage accounts online or by calling the third-party administrator’s customer service line.
- C. Contractor shall have the ability to receive payroll data in electronic format (text, CSV, Excel formats).
- D. Each month, City will pay Contractor administrative fees for active participants including transit/bicycle subsidy benefit, and pre-tax payroll deductions.
- E. Contractor shall process monthly invoices within five (5) business days from the monthly deadline for participants to select or change commute benefits.
- F. Contractor shall disburse commute benefits (transit, vanpool, and bicycle) by debit card, electronic cash disbursement, and/or by loading benefits directly onto participant’s Clipper Card.
- G. Contractor shall reconcile posted contributions to enrollment monthly, and shall report findings to the City.

3. Program Operation and Marketing

- A. Contractor will make available a one (1)-time enrollment for participants (i.e., not require employees to re-enroll after their initial enrollment).
- B. Contractor will provide an easily accessible, flexible, convenient and intuitive dashboard system for participants to access enrollments and make changes. Contractor will provide email confirmation to participants after initial enrollment or if any changes are made.
- C. Contractor shall process on-going employee program enrollment, termination and changes within one (1) day of receipt of such changes. City will provide Contractor a monthly list of eligible and terminated employees in electronic format (text, CSV, Excel file formats).
- D. The following rules shall apply to the employee commute benefit program:
 - Newly hired employees shall be allowed to join the program at any time after date of hire.
 - Current employees shall be allowed to enroll or change payroll deduction amounts or types (from bicycle to transit or vice-versa) at any time.
 - Current participants shall be allowed to terminate program participation at any time.
 - Current participants shall be allowed to change their contact information (mailing address, email address, telephone number) at any time.
- E. Contractor shall inform City staff of commute benefit program availability and details at employee benefit fairs conducted by the Human Resources Department a minimum of one time (or as many as two times) per year. At such events, Contractor is expected to have representative[s] staff a table offering educational materials, and whom is well able to answer staff questions regarding enrollment and program participation. Contractor shall advertise their attendance at these events at least two (2) weeks in advance by
 - placement of an ad in the *Berkeley Matters* electronic employee newsletter and
 - submission of text to be used in an “Everyone Email” to City staff for distribution.
- F. Commute benefit debit cards shall be made available to program participants for use in public transit systems, qualified vanpool expenses, and for qualified bicycle expenses.
- G. Contractor shall notify employees upon enrollment, and present prominently on Contractor’s website dashboard, that unused participant commute benefits, including pre-tax monies, shall be returned to the City and will not be reimbursed to the participant
 - upon termination of employment,
 - upon cancellation of program enrollment,
 - or after a set period (i.e., 120 days) of inactivity.
- H. Contractor shall provide a toll-free customer service hotline and email address, and will ensure participant calls/emails shall be returned within 24 hours of initial contact.
- I. Contractor shall inform participants of any significant changes to Federal commuter tax benefits, including changes in the annual maximum deduction amounts. In the event of such changes, Contractor shall:
 - Modify the enrollment form
 - Place an ad in the *Berkeley Matters* electronic employee newsletter and
 - Submit text for a City “Everyone Email” to all staff
 - Provide a flyer/brochure for distribution in the new hire packet
 - Place an insert describing the program change with updated information in any mailings (if applicable) that describes

4. Reports

- A. Contractor shall provide monthly and end-of-term program activity reports to the City at no additional cost, which shall include but not be limited to:
 - Employee participant name, address, monthly contribution type and amount, total year to date contributions;
 - Reconciliation of posted contributions and enrollment to mailed/delivered vouchers;
 - Participants who have not used commute benefits for three (3) months or more;

- Participants made inactive within specified time periods (month, quarter, year, etc.)
- Participants added within specified time periods (month, quarter, year, etc.)
- A list of participant complaints (name, description of complaint, remedial action taken); and
- Ad hoc reports as required.

Reports shall be provided in electronic format and shall be due the within five (5) business days of each month following the end of the reporting period.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

2. Client References:

Provide a minimum four (4) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate PDF document. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

4. Contract Terminations:

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

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

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

5. Additional Proposal Requirements:

Proposals shall also include the following information, in the order specified below.

A. Introduction and Executive Summary (up to two (2) pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

B. Project Approach, including assignment of your firm's work team (up to seven pages)

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- i. Overall scope of work tasks, including a detailed description of commute benefit products that would be offered to employees (vouchers, debit cards, e-cash, Clipper Card, etc.);
- ii. A detailed description of timing and procedures, including any constraints or requirements related to the processing of funds/payroll deductions and disbursement of benefits;
- iii. A description of the proposer's ability to meet the terms included in the City's standard Personal Services Contract (see sample contract in Attachment I); if unable to meet any of the terms, proposers should include an explanation as to why; and
- iv. Schedule and ability to undertake the project within the City's required time frame, starting commute benefit services to employees no later than January 1, 2021

C. Firm Qualifications and Experience (up to four pages)

Provide information on your firm's background and qualifications which addresses the following:

- i. Name, address, and telephone number of a contact person;
- ii. A brief description of your firm, and if applicable how any joint venture or association would be structured;
- iii. A description of not more than three projects similar in size and scope performed by your firm including client, reference and telephone numbers, staff members who worked on each project, dollar value, and duration. Descriptions should be limited to one page for each project. If a joint venture or association is proposed, provide the above information for each party; and
- iv. A current financial statement.

D. Appendix (Optional - up to ten pages)

Provide material that demonstrates some or all of the following:

- i. Typical timeline for employee ordering and receiving their monthly commute benefit (graphical representation preferred)
- ii. Sample reports or invoices
- iii. Outreach material or event summaries
- iv. Administrator interface
- v. Customer interface

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

IV. SELECTION CRITERIA

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

1. Costs (30 points)
2. Qualifications and experience of Consultant (30 points)
3. Project approach (25 points)
4. References (15 points)

A selection panel will be convened of staff to complete the review of written proposals. Following the evaluation of the written proposals, the proposers receiving the highest scores may be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers, and specific questions regarding each individual proposal. The written proposals may then be re-scored based on information presented at the interview.

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: Leisl Griffith Redmond, Public Works Administration

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 Living Wage rate is currently \$14.04 (if medical benefits are provided) or \$16.37 (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.

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.

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 *None* 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

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and 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: | August 18, 2020 |
| <input type="checkbox"/> Questions and Answers Due | September 1, 2020 |
| <input type="checkbox"/> Proposals due from potential bidders | September 15, 2020 |
| <input type="checkbox"/> Complete Selection Process | September 17, 2020 |
| <input type="checkbox"/> Council Approval of Contract | October 20, 2020 |
| <input type="checkbox"/> Award of Contract | October 26, 2020 |
| <input type="checkbox"/> Sign and Process Contract | October 30, 2020 |
| <input type="checkbox"/> Notice to proceed | November 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:

- | | |
|--|--------------|
| <input type="checkbox"/> Check List of Required items for Submittal | Attachment A |
| <input type="checkbox"/> Non-Discrimination/Workforce Composition Form | Attachment B |
| <input type="checkbox"/> Nuclear Free Disclosure Form | Attachment C |
| <input type="checkbox"/> Oppressive States Form | Attachment D |
| <input type="checkbox"/> Sanctuary City Compliance Statement | Attachment E |
| <input type="checkbox"/> Living Wage Form | Attachment F |
| <input type="checkbox"/> Equal Benefits Certification of Compliance | Attachment G |
| <input type="checkbox"/> Right to Audit Form | Attachment H |
| <input type="checkbox"/> Insurance Endorsement | Attachment I |

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Cost proposal detailing all fees associated with implementation and administration of this program and payment options that the Contractor will accept for invoices.
- 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 Certification for Providers of Service 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

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: **Third-Party Administrator for Commute Benefits/20-11404-C**

CITY OF BERKELEY
Oppressive States Compliance Statement

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

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

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

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **Third-Party Administrator for Commute Benefits/20-11404-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: _____

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: **Third-Party Administrator for Commute Benefits/16-10977-C**

Section III

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

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

Department Name

Department Representative

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

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: **Third-Party Administrator for Commute Benefits/20-11404-C**

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

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