



Finance Department
General Services Division

REQUEST FOR QUALIFICATIONS (RFQ)
Specification No. 21-11456-C

FOR PROJECT MANAGEMENT SERVICES FOR THE AFRICAN AMERICAN HOLISTIC RESOURCE CENTER
STATEMENT OF QUALIFICATIONS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written Statement of Qualifications (SOQs) from qualified firms or individuals to collaborate with the City in providing *project management services for the total coordination of the proposed African American Holistic Resource Center. This includes partnering with the City to manage and coordinate professional services, contracts, purchase orders, and/or construction contracts for services including but not limited to feasibility studies, public process, environmental clearance and permitting, conceptual and final design, and construction administration services for a facility to be located at 1890 Alcatraz Avenue, Berkeley.* As a Request for Qualifications (RFQ) this is not an invitation to bid.

The scope of services, content of SOQs, and consultant selection process are contained in the RFQ (attached). **Responses must be received no later than 2:00 pm, on Tuesday, August 31, 2021.** Proposals are to be sent via email with “**PROJECT MANAGEMENT SERVICES FOR THE AFRICAN AMERICAN HOLISTIC RESOURCE CENTER**” and “**Specification No. 21-11456-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

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

For questions concerning this RFQ, please contact **Paul Buddenhagen, Deputy City Manager**, via email at pbuddenhagen@cityofberkeley.info no later than **Tuesday, August 17, 2021 by 2:00 pm**. It is the vendor’s responsibility to check for answers to questions or any addenda on the City of Berkeley’s website at <https://www.cityofberkeley.info/RFP/>. For general questions concerning the submittal process, contact Purchasing at 510-981-7320. We look forward to receiving and reviewing your response.

Sincerely,

Darryl Sweet
General Services Manager

I. INTRODUCTION

The City of Berkeley (the “City”) invites submittal of Statements of Qualifications (SOQs) from qualified individuals or firms interested in providing Project Management Services in support of the City’s development of the future home of the African American Holistic Resource Center (AAHRC) at 1890 Alcatraz Avenue, Berkeley. As a result of this RFQ process, the City will be contracting with an individual or firm for a 5-year term to assist the City to manage the AAHRC project.

The City is seeking to renovate and/or rebuild the existing City-owned building/property at 1890 Alcatraz Avenue in Berkeley as the new AAHRC with the goal of providing a welcoming, culturally responsive, stand-alone resource center focused on improving the social determinants of health and well-being of African Americans. This facility will offer a wide array of activities and services connective in this spirit.

The individual or firm selected will assist the City in managing all traditional phases of a project including planning, design development and construction and, additionally, will aid in an operational analysis and on-going funding plan which details potential funding sources for programs, operations and maintenance.

The City has a long history of providing public and mental health, recreation and community services for its residents. The City currently operates eleven (11) facilities that offer such services including:

- Adult Mental Health Facilities (2)
- Public Health Clinic (1)
- Family, Youth and Children Clinic (1)
- High School Health Clinic (1)
- Community Centers (4)
- Senior Centers (2)

The AAHRC will focus on serving African American Berkeley residents, particularly people from the historic South and West Berkeley neighborhoods, and those displaced from Berkeley who have been disproportionately impacted by racism and gentrification, and would benefit from mental health, physical health and other services provided in a culturally responsive and supportive way. The AAHRC will be open to all, however the focus of the AAHRC will be to enhance strengthen, and validate African American identity, cultural values, and traditions. The AAHRC will support an African American/Black way of life by using community-defined and culturally appropriate approaches and practices in order to decrease inequities and disparities in all aspects of life for the African American population in Berkeley.

The AAHRC will provide support, connection and services for Berkeley's African American/Black residents, and those that were displaced from the city due to the impacts of racism, gentrification, and racial inequity. Services will include, but not be limited to, Health Education and Screening, Mental Wellness, Educational Supports and Tutoring, Social Service Referrals, Cultural/Ethnic Events and Activities, Recreational Programming and a Community Meeting Space.

The concept for the AAHRC was cited in the African American/Black Professional & Community Network (AABPCN) report titled A Community Approach for African American/Black Culturally Congruent Services. The AABPCN report identified challenges that the African American community faces in areas of education, employment, health, and mental health, housing, and community relationships. The report also provided recommendations that included the use of culturally congruent practices embedded in an integrated service delivery system, which would help to decrease inequities and disparities in the African American community in Berkeley.

The AABPCN and Berkeley NAACP have been advocating and leading the efforts with this grassroots movement in the city for the past 10-years for the creation of the AAHRC. Members of the AABPCN shared the vision of the AAHRC and began gathering information from the community via focus groups, town hall meetings, small group discussions, and formal presentations to several Berkeley Commissions, the Berkeley City Council, and other stakeholder groups.

Additionally, the 2016 City of Berkeley Community Health Commission report strongly recommended that the City of Berkeley “take immediate action steps towards the development and support of the African American Holistic Resource Center in South Berkeley”. The Peace and Justice Commission also submitted a letter of support to the City Council. Following the commission reports and community advocacy, City Council responded with overwhelming support for the development of the AAHRC as they approved \$75,000 for pre-planning, the use of a city owned building located at 1890 Alcatraz Avenue in South Berkeley to house the African American Holistic Resource Center and \$250,000 for planning. On December 15, 2020 the City Council approved funding of \$7.0MM from the Infrastructure Bond Measure (T1) funding to support the project.

II. REQUIREMENTS

Individuals or firm providing the Project Manager services must have direct project management experience for capital projects and at least one of the following:

- Professional Engineer, Licensed Architect, Construction Management or Project Management Professional certification
- Experience working with public municipal processes, including presentations and/or facilitation at Community and/or Commission Meetings with constituents, community groups, and stakeholders, and City Council meetings
- Knowledge of utility and building facility construction
- Knowledge of electrical and mechanical systems
- Knowledge of construction plans, CADD and/or GIS experience
- Experience in Microsoft Project and/or equivalent software programs
- Five (5) years related experience
- Valid State of California Driver's License with acceptable driving record

Additionally, the following are preferred:

- Active member, and/or affiliation with African-American professional associations & organizations, and/or
- Certified by the African American Board Leadership Institute, and/or
- A degree in African American Studies from an accredited university

III. SCOPE OF SERVICE

The Project Manager will report to a designated City engineer, but will work closely with the City staff from multiple departments and/or with other City-hired consultants. They will:

- Act as the City's representative in delivering the AAHRC project to final completion
- Ensure that the project is delivered in a timely and cost-effective manner, while achieving the desired objective
- Manage consultants and contractors, assist consultants and staff in development of project scopes, budget and schedules
- Collaborate with senior management, consulting engineers, and end-users to ensure project requirements are gathered, goals for the project are established and the project delivery is monitored to meet the identified results
- Reviews plans & draft specifications for bid documents, evaluates cost estimates proposals and rates responses
- Performs senior-level and experienced professional services. The position relies on advanced level of experience and exercises independent judgment to determine best approach by using and interpreting policies, procedures, and laws. Position seeks technical guidance only on unusual or complex problems or issues.

Task 1. Planning Phase: Coordinates Planning, Public Process and Conceptual Design

The planning phase will consist of a robust community process which includes meetings with local stakeholders, residents and community groups, detailed site analysis and testing, feasibility analysis and a conceptual design that accounts for needed community spaces that represent the community expressed need, including the AAHRC Steering Committee. This Phase includes, but may not be limited to the following tasks:

- Schedule, Budget, and Contract Management
- Site Analysis and Project Planning
 - Survey and documentation of existing conditions
 - All aspects of the City's bid process to include providing necessary documentation, attending meetings, reviewing proposals and recommending contractor awards
 - Authorizes and monitors the work of architectural and engineering consultants during the development of construction plans and as necessary during the construction phase of projects
 - Environmental surveys and development of mitigation efforts for CEQA/NEPA (if required) clearance
 - Coordinates and prepares cost estimates, specifications, and scope of services for the aspects of project
 - Computer-aided design and drafting (CADD) documentation
- Conceptual or Schematic Design
 - Preparing agency permits applications and supporting documentation
 - Prepares a wide variety of written documents to include reports, cost analysis, correspondence, and grant applications
 - Presentation Graphics
 - Presentation and/or Facilitation at Community or Commission Meetings

Detailed examples of typical tasks and deliverables are below:

Site Analysis and Project Planning

- a) Participate in and provide meeting minutes for initial project kickoff
- b) Perform initial site reconnaissance and documentation of existing site conditions, including site investigations as needed, such as geotechnical investigation, analysis of as-builts, etc.
- c) Conduct site survey including right-of-way to document site and existing features using City of Berkeley controls
- d) Prepare initial base map and schematic design/graphics in preparation for community meeting
- e) Allow for and address feedback from City Project Manager
- f) Provide schematic design/graphics, meeting agenda/materials and participate in the first community meeting. Also, provide organized meeting minutes including community comments
- g) Utilize community feedback in preparation of preferred conceptual design
- h) Allow for and address feedback from City Project Manager
- i) Present preferred conceptual design/graphics, meeting agenda/materials and participate in the second community meeting. Also, provide organized meeting minutes including community comments.

Task 2: Design Development: Coordinates Design, Public Process, Permitting, Construction Documents, Bidding and Award

The design development phase will turn the conceptual design into reality and include more community feedback at the 30%, 60% and 90% project design level. The completed Project Documents shall meet all State and Federal requirements, as applicable, as well as all City of Berkeley Building Code requirements and shall conform to all applicable local codes, ordinances, regulations, standards and requirements. Included in this phase will be any required permit approvals, the development of completed bid documents and the bidding and construction award. This Phase includes, but may not be limited to the following tasks:

- Design Development
- Construction Bid Documents - Preparation of Plans, Specifications and Details
- Permitting, Bidding, and Award

Detailed examples of typical tasks and deliverables are below:

Construction Bid Documents - Preparation of Plans, Specifications and Estimate Preparation

- a) Prepare conceptual design plans based on feedback from community meetings and City
- b) Allow for and address feedback from City Project Manager on conceptual drawings
- c) Prepare 60% plans, specifications and estimate (PS&E) and 90% PS&E and at each stage, allow for feedback from the City Project Manager
- d) Prepare environmental clearance documents, CEQA/NEPA (if required)
- e) Prepare 100% construction documents based on feedback from both the City Project Manager and Building Permit agencies

Deliverables: Conceptual Design Plans, 60%, 90% and 100% PS&E including AutoCAD files and references on portable media, Project Documents (i.e. reference information, correspondence, photos, CAD files, sketches, etc.) on portable media, full size wet signed and stamped 100% construction documents (ANSI D 22x34)

Permitting, Bidding, and Award

- a) Prepare 90% plans (see above) for initial permit submittal
- b) Provide documents needed for Permit Review by any agencies having jurisdiction.
- c) Revise and resubmit documents and plans as necessary to secure permit approvals
- d) Assist the City in answering bidders' questions
- e) Attend the pre-bid conferences and job walks as requested by City Project Manager

Deliverables: Documentation as needed for permit approval, Plan revisions as needed for permit approval, Responses to bidder questions.

Task 3: Construction: Construction Administration, Monitoring, Management, and Project Closeout

The construction phase will consist of related administration, pre-construction and on-going meetings, supervision of the construction management, inspection and project closeout. This Phase includes, but may not be limited to the following tasks:

- Construction Administration, Monitoring, and Project Close-out
- Establishes and maintain effective and cooperative working relationships with those contacted in the course of work

Detailed examples of typical tasks and deliverables are below:

- a) Attend the pre-construction conference.
- b) Visit construction site as requested to evaluate progress, the quality of work, and compliance with plans and specifications.
- c) Assist the City Project Manager, City Inspector, Contractor and/or others with:
 - Interpretation of plans
 - Analyzing changed conditions
 - Development of corrective action when needed
 - Review of submittals, shop drawings, and warranty documents
 - Responding to Requests for Information (RFIs)
 - Review and negotiation of change orders involving design changes and modifications

Deliverables: Review and response to various submissions and change orders, Review and response to RFIs

Task 4: Operational Analysis and Fundraising of One-Time and Long-Term Costs

This part of the scope of work involves identification of one-time start-up needs for furniture, fixtures, and equipment; on-going operational, programmatic and maintenance costs; identification of possible funding sources for these elements and the submittal of applications, grants and fundraising efforts for short and long-term funding for the AAHRC. This task includes, but may not be limited to the following:

Working with staff and the community to identify and develop the following:

- Need and costs analysis of all aspects of operation, programming and maintenance including the following:
 - Full-time and part-time personnel, employee benefits, equipment needed for programming, furniture and appliances, office supplies, technological equipment, and monthly fee's associated with utilities, food, security systems, insurance, bank and legal fees and any other anticipated expenditures
- Development of multiple staffing models based on anticipated funding levels
- Development of multiple operational and maintenance budgets based on anticipated funding levels
- 10-year minor maintenance plan
- 20-year major maintenance Plan
- Researching possible financing options from public and private sector foundations and organizations
- Submit needed applications and grants to secure funding
- Analyze and develop a 5-year written strategic funding work plan for the AAHRC operational and programmatic sustainability
- Schedule ongoing meetings, conference calls, and/or email communications with the City of Berkeley and the AAHRC Steering Committee, in order to maintain information flow, obtain input, and problem solve.

IV. SUBMISSION REQUIREMENTS

All Statements of Qualifications (SOQ) shall include the following information, organized as separate sections of the SOQ. The SOQ should be concise and to the point.

A. Consultant Identification:

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

B. Experience:

Provide a listing of projects completed by the individual or firm within the past five (5) years involving each of the tasks listed in the Scope of Services: design, preparation of plans, permitting, environmental clearance, cost estimates and construction documents. The listing should include a brief description of each project, the location, budget, construction cost, date completed, and (if possible) the address and telephone number of a contact person. Demonstrate a track record in meeting budgetary requirements.

C. Individual Staff Experience:

Provide a listing of each key staff person in the firm or the specific individual who will be assigned to the project and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, applicable related experience, educational background, and years of experience with the team.

D. Consultant Team:

Provide a description of the team, the organization and its general experience, and specific experience of assigned staff. Provide a listing of similar projects of similar scope, which have been completed by members of the consultant team within the past five (5) years. This listing should include a description of each project; the location; construction cost; date; and (if possible) the clients' name, address, and phone number of a contact person.

E. Client References:

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction, including location, budget, construction cost and date completed.

F. 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 SOQ 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.

G. Project Organization:

Provide a chart showing the names and assignments of all key personnel including an estimate of each individual's time commitment to the project. The chart should include proposed lines of communication with City staff. Any proposed sub-consultants, if any, should be clearly identified on the chart.

H. Project Understanding and Approach:

This section of the SOQ should include a clear description of the Consultant's understanding of the project and state the approaches and methodologies which the consultant proposes to undertake in order to meet the stated objectives of the City. Provide a work plan with as much detail as needed to describe how the required services and scope of work will be performed.

I. Quality Assurance/Quality Control (QA/QC):

This section of the SOQ should address any QA/QC program the proposer has established or proposes to establish and utilize throughout this project.

J. Cost and Fee Structure (submitted as a separate document):

Please provide a schedule of the hourly rates for staff and services anticipated to be used for the tasks described above. For all professional staff, provide names and job class.

IV. CONSULTANT SELECTION PROCESS

Each SOQ will be reviewed to ensure that the firm submitted all the elements defined in SUBMISSION REQUIREMENTS above. Failure to meet these requirements may be cause for rejection of a SOQ. An evaluation committee of approximately three (3) staff and two (2) AAHRC community members will review all SOQs received and determine a ranking. A concise, focused response is preferred to a lengthy SOQ. The evaluation committee will evaluate SOQs on various qualifications, including but not limited to the criteria below:

- A. Technical expertise, and experience in the planning, design, permitting, and construction of new and renovated facilities of a similar nature – 30%
- B. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel) – 25%
- C. Experience developing realistic cost estimates for various stages of project development – 15%
- D. Client References – 15%
- E. Overall quality of the response and conformance with RFQ requirements for content – 10%
- F. Experience working with culturally diverse businesses and communities – 5%

Based on the ranking of the SOQs the City may short list proposals and invite those parties to participate in interviews to answer any questions the City may have and to clarify their proposal. If interviews are conducted, at the conclusion of all presentations the selection committee will convene to rank submissions based on interviews, and the cost and fee structure envelopes will be opened. If interviews are not conducted, the cost and fee structure envelopes will be opened after the first ranking. At its sole option, the City may elect to choose to negotiate contracts. The City will then proceed with negotiating contracts. If the City is unable to reach agreement with the selected respondents, the City will repeat the negotiation process with the next highest ranked respondent, and so on, if necessary.

After execution of the contract, the city may issue task orders for individual tasks as the need arises. This RFQ process is intended to streamline the contracting process and expedite project implementation.

The City reserves the right to reject any and all submissions.

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: TBD

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.

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.

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 RFQ to Potential Bidders:	Tuesday, July 20, 2021
<input type="checkbox"/> Questions Due	Tuesday, August 17, 2021 at 2pm
<input type="checkbox"/> Proposals Due from Potential Bidders	Tuesday, August 31, 2021 at 2pm
<input type="checkbox"/> Complete Selection Process	September 2021
<input type="checkbox"/> Council Approval of Contract	October 2021
<input type="checkbox"/> Award of Contract	October 2021
<input type="checkbox"/> Sign and Process Contract	November 2021

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

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 Disclosure Form | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • Equal Benefits Certification of Compliance | Attachment J |

Exhibits:

- Exhibit A – City of Berkeley Agreement for Consulting Services Template

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF - digital signatures accepted)
- Contractor Identification and Company Information
- Client References
- Separate file with cost and fee structure
- 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
 - Equal Benefits Disclosure Form Attachment G

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

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Living Wage Form Attachment F
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment J
- Berkeley Business License

Exhibit A is the City of Berkeley's Professional Services Agreement and is provided for review during the RFQ process.

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

Attachment B (page 1)

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: **Project Management Services/21-11456-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

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: **Project Management Services/21-11456-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: _____

Attachment D

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: **Project Management Services/21-11456-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Personal 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.

Attachment F (page 1)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Project Management Services/21-11456-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

CITY OF BERKELEY
Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor (“Contractor”) may be required, during the performance of the contract, to comply with the City’s non-discrimination provisions of the Equal Benefits Ordinance (“EBO”) as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner’s with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor’s infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor’s current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Project Management Services/21-11456-C**

Attachment G

CITY OF BERKELEY
Right to Audit Form

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

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

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Project Management Services/21-11456-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:

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 Sean Rose, Manager of Engineering, Department of Public Works, 1947 Center street, 4th Floor, Berkeley, CA. 94704
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Project Management Services/21-11456-C**

Attachment I

To be completed by
Contractor/Vendor

**Form EBO-1
CITY OF BERKELEY**



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
 If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Attachment J (page 2)