



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 15-10885-C
FOR
Adeline Corridor Specific Plan
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to develop a Specific Plan for the Adeline Corridor. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, September 9, 2013**. All responses must be in a sealed envelope and have “*Adeline Corridor Specific Plan*” and **Specification No. 15-10885-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) original, one (1) electronic, and **eight (8)** unbound copies of the proposal as follows:

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

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

For questions concerning the anticipated work, or scope of the project, please contact **Jordan Harrison** (Project Manager), Associate Planner, via email at jharrison@cityofberkeley.info no later than **Tuesday, August 26th**. 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> on or before Friday, August 29. 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,

Henry Oyekanmi
General Services Manager

I. INTRODUCTION

The City of Berkeley Planning and Development Department intends to select a qualified consultant or teams of consultants to develop a Specific Plan and associated environmental documentation for the Adeline Corridor Priority Development Area (PDA). The city has been awarded a \$750,000 grant from Cycle Six of the ABAG/MTC PDA Planning Program. This Request for Proposals (RFP) includes a background summary of the project area, project objectives, and a preliminary scope of services that the selected consultant(s) will be expected to perform for the City. Additional background information is attached to this RFP, including the “ABAG/MTC PDA Planning Program, Planning Elements – Description & Guidance” (Attachment K), the *Narrative* of the City’s grant application (Attachment L), and a map of the Adeline Corridor and South Shattuck PDAs (Attachment M).

An optional pre-proposal meeting shall be held on Tuesday, August 19th at 1:30pm, 2nd floor of the Berkeley Permit Services Center, 2120 Milvia St. Submittals from this RFP will be evaluated to determine the most qualified teams that will later be requested to attend an interview for this project in mid-September. Not all teams that submit a proposal are guaranteed an interview. Subsequent to the interviews, the City will select a consultant team and enter into contract negotiations, including developing a refined Scope of Work, with the ultimate goal of presenting the consulting contract and MTC funding agreement to the City Council by the end of November 2014.

The ABAG/MTC PDA Planning Program is an initiative to finance comprehensive planning in PDAs that will result in intensified land uses around public transit hubs, bus and rail corridors, geared toward: 1) Increasing both jobs and the housing supply, including affordable housing within the planning area; 2) Increasing land use intensities, thereby boosting transit ridership; 3) Increasing walking, bicycling, carpooling and car sharing by promoting multimodal connections; and 4) Locating key services and retail in the planning area.

Planning Area

The planning area includes the Adeline Corridor PDA, which extends along Adeline Street from Ward Street south to the city border with Oakland (near 62nd Street), and the South Shattuck PDA, which extends along Shattuck Avenue from Dwight Way south to Ward Street (where Adeline begins). The research, analysis and recommendations for each Planning Element required by MTC will extend beyond the planning area boundary as appropriate. The Adeline PDA includes the Lorin District commercial area, Berkeley Bowl/Walgreen’s/Any Mountain shopping area, the Ed Roberts Campus and parking lot, the Ashby BART station and parking lot, and major roadway intersections of Ashby/Adeline and Alcatraz/Adeline. The South Shattuck PDA includes the auto dealership cluster, an approved 155-unit mixed-use development project, and an approved Sports Basement store to locate in the former Berkeley Iceland skating rink.

II. SCOPE OF SERVICES

Project Objectives

Objectives of the planning process include:

- Identify community goals, including affordable housing, local jobs, historic preservation, and opportunities for an arts district and other streetscape improvements.
- Identify priorities for physical improvements, such as a cohesive streetscape design, public art, pedestrian safety, increased accessibility, and complete streets.
- Assess the role the Ashby Bart parking lot could play in achieving these community goals.

Planning Elements

Specific Plans funded through the PDA Program should address the Station Area Planning Principles outlined in MTC’s Station Area Planning Manual, as described in the attached document, “ABAG/MTC PDA Planning Program, Planning Elements – Description & Guidance”. At a minimum, the Adeline Corridor Specific Plan process shall include the Planning Elements listed below:

- 1) An *overview profile* of the planning area including demographic and socio-economic characteristics.

- 2) A significant public ***outreach and community involvement process***.
- 3) The development of several detailed ***land use alternatives***.
- 4) A ***market demand analysis*** for housing at all levels of affordability, jobs and retail in the planning area.
- 5) A ***housing strategy*** that promotes affordable housing and minimizes displacement of residents.
- 6) A ***multi-modal access and connectivity*** component.
- 7) ***Pedestrian-friendly design standards*** for streets, buildings and open space.
- 8) An ***accessibility analysis*** for people with disabilities to ensure access in and around transit stations.
- 9) A ***parking analysis*** to create a policy that aims at reducing parking demand and supply in support of alternative modes.
- 10) An ***infrastructure development analysis*** and budget.
- 11) An ***implementation plan*** and financing strategy to ensure the plan will be adopted and necessary supporting policies and programs will be updated.

The attached “Planning Elements – Description & Guidance” from MTC/ABAG provides the detailed description of the required content and deliverables for PDA Plans, including the goal each Planning Element should aim to achieve and anticipated deliverables. The City’s grant application *Narrative*, outlining how the City could address each Planning Element, is also attached. Please use these materials to guide your proposed scope.

Relative emphasis on Planning Elements

The Adeline Corridor Specific Plan process shall address all eleven MTC/ABAG Planning Elements in the form of reports, memoranda, maps, graphics, and other materials that will ultimately guide the preparation of a Specific Plan. Of the eleven elements, the city has identified the following areas of emphasis for the planning process:

1. ***Outreach and community involvement***. One overarching goal of the Adeline Corridor plan is a comprehensive community engagement process that develops a clear vision for the area and strengthens relationships within the community as well as between the community and city government. To this end, the city anticipates a wide range of public engagement approaches, including meetings and workshops, surveys, tabling at community events such as the Farmers Market or Juneteenth festival, and web-based outreach. The city is seeking creative proposals to build capacity and trust within the community.
2. ***Multi-modal access and connectivity***. The area includes the Ashby BART lot, two major roadway intersections, several bus lines, and an existing network of bicycle lanes. With this planning effort the city intends to improve intermodal connectivity and access to the BART station from the greater area. The city also aims to improve safety for motorist, cyclists, and pedestrians, as well as identify opportunities to construct complete streets infrastructure. Further, the City aims to increase the number of people who can make use of the rich transit service in the area for their commuting needs.
3. ***Pedestrian friendly design / Placemaking / Accessibility***. The goal of this Planning Element is to encourage a cohesive neighborhood commercial district by focusing on the placemaking role of the existing historic buildings, strengthening the neighborhood-serving retail, and creating a connection between the areas on each side of the BART station. Strategies could include adding public art, pedestrian safety improvements, and increased transit amenities. Additionally, the Ed Roberts Campus, a universally designed, transit-oriented campus, is located in the center of the PDA. Increasing the accessibility of public and private spaces and increasing the supply of universally-design living spaces within the PDA are goals of this planning process.
4. ***Alternative analysis***. The purpose of the alternative analysis will be to develop a clear vision for the Adeline Corridor through refinement of alternative land use visions or scenarios. The process will help stakeholders understand how different urban form scenarios can meet community goals to greater or lesser degrees. The analysis will evaluate development potential based on existing land use regulations and modifications of those regulations. With regard to the BART station lot, the analysis will explore how different uses of the lot can meet community goals. The alternative process can also include an evaluation of the boundaries of the two existing PDAs and propose options that would better position the City to receive funding for physical improvements. The analysis could also compare possible right-of-way modification in order to identify for future study preferred alignments for meeting placemaking, pedestrian safety, accessibility, and connectivity goals.

5. *Market Analysis.* City staff anticipates the market analysis assisting with the evaluation of two main community goals: potential for increased housing supply, particularly affordable housing, and strategies to improve the neighborhood-serving commercial corridor. Identifying capacity for and obstacles to the development of new housing of an appropriate scale for the neighborhood will inform the alternative analysis. Additionally, the analysis could include an evaluation of how city resources, such as air rights of Berkeley lot, could be leveraged to meet affordable housing and other community goals. The analysis should also look at the retail and jobs market in the area in order to increase job opportunities and allow existing and future residents to conduct more of their daily business in the neighborhood.
6. *Infrastructure development and budget.* A primary goal of the planning process is to establish clear community goals for infrastructure improvements, such as new open space in the ROW, realignment of unsafe intersections, and streetscape enhancements, in order to pursue additional funding sources in the future to plan and develop the infrastructure improvements

Anticipated Project Timeline

The process and timeline for selecting the consultant team is provided below under “Consultant Selection Schedule.” Upon selection, staff will work with the selected consultant team and our ABAG representative to refine the project scope in September and early October. Staff anticipates taking two items to the City Council for review on November 18, including: 1) the Consultant contract for the project; and 2) the MTC Funding Agreement with finalized Scope of Work for the project. After the Funding Agreement has been signed by MTC/ABAG, the project shall be completed within 30 months.

Consultant Team Structure

The City will prepare the Specific Plan for the Adeline Corridor by retaining the services of consultants with specialized expertise dealing with transit-oriented corridor projects. The City is seeking consultant support in five main areas: 1) Outreach and Community Involvement Process; 2) Urban Planning, Bike/Ped Design, and Design Standards; 3) Infrastructure Capacity; 4) Financial/Fiscal/Real Estate Market Feasibility analysis; and 5) Environmental Analysis. The consultant teams will be managed by the Project Manager who reports to the Land Use Planning Manager. The consultant team will work with a supporting team of City employees from the Planning, Engineering, Public Works, Economic Development, and Housing departments.

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 and **should not exceed 20 pages** (excluding attachments).

1. Transmittal Letter: Please include the following (1 page max.)
 - Commitment of availability of key staff to work on project when initiated for up to a 30-month process.
 - Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - The name of the primary firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
 - Signature by an authorized principal or partner of the firm.
2. Qualifications and Experience of Project Team: (2 pages max.)
 - *Key Staff.* Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the organization. Resumes of key individuals may also be attached. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Scope of Services.

- *Team Organization.* Summary of team composition and qualifications specifically relevant to this project. Please include a discussion of your management processes/techniques for maintaining a multidisciplinary team to remain on budget/schedule. This would be in addition to other descriptive materials on the team and its organization including an organizational chart.
- *List of similar projects.* Please include relevant project experience based on the specific team members proposed for the Adeline Corridor Specific Plan. Project experience shown must reflect on all team members and be related to the key individuals proposed.

3. Understanding and Approach: (2 pages max.)

Please describe your understanding of the key issues affecting the success of the Adeline Corridor Specific Plan planning process and a brief approach to address them.

4. Client References: (1 page max.)

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

5. Scope of Work: (10 pages max.)

- *Workplan.* Please provide a workplan that outlines tasks, deliverables and staffing assignments to meet project objectives outlined in Section II, develop the Specific Plan, and prepare environmental documents. Based on your experience, include any focused studies necessary to adequately assess the existing conditions and alternatives development and evaluation. Call out any tasks that you see as optional. Please provide your thoughts with respect to the efficient use of funds for the project, in particular with respect to environmental review and if you believe cost efficiencies may exist where funds may be better utilized.
 - *Community Engagement Process.* Please highlight within the tasks above how you would achieve one of the City's top goals in terms of ensuring a comprehensive community engagement process that includes strategies for identifying and involving underrepresented members of the community.
 - *Planning Elements.* Please indicate how you will address and incorporate the Station Area Planning Principles outlined in the attached "ABAG/MTC PDA Planning Program, Planning Elements – Description & Guidance".
- *Schedule.* The detailed schedule shall provide the anticipated completion date for each task and deliverable as well as major meetings. Overall process should not exceed 30 months. Provide your thoughts on any efficiencies which may be available in which to reduce the schedule and/or most effectively utilize the time available.

6. Price Proposal: (3 pages max.)

The Price Proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Price Proposal shall itemize all services, including hourly rates (direct and indirect) for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. The Price Proposal must clearly identify base hourly rate, fringe benefits, and indirect costs for all personnel, with fee (profit) shown separately. **Billing rate schedules cannot be used.** Acceptable cost proposal formats, as shown in the *Local Assistance Procedures Manual*, are provided as Attachment J.

Price Proposals should be accompanied by a copy of the prime proposer and subconsultants' current Indirect Cost Rate schedules, including copies of any Certified Public Accountant indirect cost rate audit report.

- The prime consultant's financial management system must meet the financial standards set forth in 49 CFR Part 18.2
- The proposed costs in the prime and subconsultant cost proposals must comply with the cost principals established in 48 CFR, Chapter 1, Part 31, "Contract Cost Principles."

Task Budget. Based on the tasks, deliverables and staffing plan described in the Scope of Work, provide a summary of the expected expenditure of funds for each task, broken down by both subtask and deliverable. The Task Budget should identify the hours assigned to each subtask by personnel, and include the loaded billing for each individual. A sample Task Budget is included as Attachment N.

7. Contract Terminations: (1 page max.)

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

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

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

8. Required Federal Forms: (no page limit; attachment to RFP)

See Attachment I for instructions on which forms are to be submitted with the Proposal and which forms are to be submitted by the successful proposer at the time of contract execution.

See also Exhibit 10-I Notice to Proposers DBE Information.

IV. SELECTION CRITERIA

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

1. Project Understanding (10 points)
2. Relevance of Recent Work (20 points)
3. Team Composition (20 points)
4. Overall Project Approach (10 points)
5. Community Engagement (20 points)
6. Qualifications of the Firm (20 points)

A selection panel of City of Berkeley and project partner staff will review all proposals submitted and select the top proposals to make a presentation to the evaluation panel in a City office in Berkeley, California, at no cost to the City. The number of bidders selected for a panel interview will be at the sole discretion of the evaluation panel. Based on the initial proposals and the panel interview, the panel will select the proposal which best fulfills the City's requirements and is deemed to offer the best value to the City. The City may negotiate with the bidder to determine final pricing and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of bids.

Please Note (Cost and Fee Structure submitted in a separate, sealed envelope).

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: **Jordan Harrison/ Planning and Development Department**

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

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

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

D. Conflict of Interest:

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

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a

conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$13.71 (if medical benefits are provided) or \$15.99 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

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

G. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 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.

VIII. CONSULTANT SELECTION SCHEDULE (dates are subject to change)

- | | |
|---|---------------------|
| <input type="checkbox"/> Issue RFP to potential bidders: | August 11 |
| <input type="checkbox"/> Pre-bid meeting | August 19, 1:30pm |
| <input type="checkbox"/> Deadline for Questions | August 26 |
| <input type="checkbox"/> Question and Answer Addendum Published | August 29 |
| <input type="checkbox"/> Proposals due from potential bidders | September 9, 2:00pm |
| <input type="checkbox"/> Interviews | September 22 |
| <input type="checkbox"/> Council Approval of Contract and Funding Agreement | November 18 |
| <input type="checkbox"/> Approved Funding Agreement to MTC | November |
| <input type="checkbox"/> Award of Contract | December |
| <input type="checkbox"/> Sign and Process Contract | December |
| <input type="checkbox"/> Notice to proceed | December |

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

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |
| • Equal Benefits Certification of Compliance | Attachment F |
| • Right to Audit Form | Attachment G |
| • Insurance Endorsement | Attachment H |
| • Required Federal Forms | Attachment I |
| • Sample cost proposal formats for federal grants | Attachment J |
| • Planning Elements – Description & Guidance | Attachment K |
| • Berkeley Grant Application <i>Narrative</i> | Attachment L |

- PDA maps Attachment M
- Task Budget Example Attachment N
- Exhibit 10-I DBE Notice to Proposers Attachment O
- Sample Agreement for Consulting Services Attachment P

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) original, one (1) electronic, and eight (8) copies)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel
- Federally required forms*
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Living Wage Form (*may be optional*) Attachment E
 - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

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

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

***For informational purposes only:* Example of standard Berkeley Personal Services Contract modified to include federal requirements was posted with this RFP.**

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: *Adeline Corridor Specific Plan / 15-10885-C*

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

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

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

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

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: *Adeline Corridor Specific Plan / 15-10885-C*

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?
YES ____ **NO** ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES ____ **NO** ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?
YES ____ **NO** ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES ____ **NO** ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: *Adeline Corridor Specific Plan / 15-10885-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: _____

Attachment F

CITY OF BERKELEY
Right to Audit Form

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

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

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: *Adeline Corridor Specific Plan / 15-10885-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

Contract Description/Specification No: *Adeline Corridor Specific Plan / 15-10885-C*

Attachment H