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Finance Department

General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 26-11777-C
FOR
BERKELEY RENT STABILIZATION BOARD COMPREHENSIVE RENTAL INFORMATION AND HOUSING SERVICES MANAGEMENT SYSTEM
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to implement, operate and maintain a comprehensive modern data system and CRM solution that links all aspects of Rent Stabilization Board work including property and unit registration, housing counseling, mediation, petitions and hearings, planning, finance, data analysis/reports, workflow management and online services. This RFP is not an Invitation to Bid (ITB) and although price is very important, many other factors will be evaluated to select the most-qualified vendor.

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 Wednesday, February 18, 2026**. Proposals are to be sent via email with the "**Specification No. *26-11777-C*** and **"Comprehensive Rental Information and Housing Services Management System**" clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, "**Proposal: *Vendor Name* - YY-#####, Berkeley Rent Stabilization Board Comprehensive Rental Information and Housing Services Management System**." Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, "**Pricing: *Vendor Name* - YY-#####, Comprehensive Rental Information and Housing Services Management System**."

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
Solicitations@berkeleyca.gov

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 Andrew Chang, Principal Program Manager, via email at achang@berkeleyca.gov no later than Monday, February 2, 2026. Answers to questions will not be provided by telephone or email. Answers to all questions or any addenda will be posted on the City of Berkeley's site at Bid & Proposal Opportunities | City of Berkeley (berkeleyca.gov). 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

Finance Director

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1. SUMMARY

The Berkeley Rent Stabilization Board (Rent Board) is soliciting proposals for a Comprehensive Rental Information and Housing Services Management System that will serve as a centralized, cloud-based platform to support the agency's full range of regulatory and public service functions.

To fulfill its mission of promoting housing stability, equity, and transparency, the agency requires a modern, modular, and user-friendly platform that is highly configurable, modular, and scalable – capable of adapting to evolving legal requirements, policy changes, and operational workflows.

The new system should integrate core Rent Board functions such as rental property registration, tenancy tracking, case management and CRM functions, document management, public communication, financial services such as fee collection and budgetary analysis, and data analytics into a single, user-friendly environment.

The Rent Board seeks a solution that empowers staff to work efficiently and collaboratively to solve problems; enhances service delivery and transparency to landlords, tenants, and other agency clients; and ensures long-term sustainability through interoperability, accessibility, flexibility, and performance.

2. SCHEDULE

Items due must be submitted by 5:00 PM Pacific on the due date unless indicated otherwise. All dates are subject to change; changes to the schedule will be communicated to potential bidders via an addendum to the RFP.

Milestone	Date
RFP Issued to Potential Bidders	January 21, 2026
OPTIONAL Pre-Bid Meeting	January 28, 2026, 9:00am – 10:00 am Pacific • Zoom Meeting Link: https://us06web.zoom.us/webinar/register/WN_zsCpfI6VRweXwO4EtQb4og • Zoom Webinar ID: 859 1163 6086 • Passcode: 053101 Interested vendors must register in advance using the Zoom Meeting Link above.
Questions Due from Potential Bidders	February 2, 2026
Proposals Due from Bidders	February 18, 2026
Anticipated Award of Contract	April 2026 (TBD)
Anticipated Notice to Proceed to Selected Vendor	May 2026 (TBD)

3. BACKGROUND

The Rent Board administers one of the most comprehensive rent regulation programs in California. Established by voter initiative in 1980, the Rent Stabilization and Eviction for Good Cause Ordinance (Ordinance) was designed to address a persistent housing crisis by protecting tenants from excessive rent increases and arbitrary evictions, while ensuring fair returns for property owners. The Rent Board plays a critical role in tracking rental housing trends, limiting residential rent increases, enforcing eviction protections, and supporting low and moderate-income tenants who would otherwise be priced out of Berkeley's high-cost housing market.

Today, the Rent Board registers and processes registration fees for over 11,000 rental properties citywide and provides a suite of services that housing counseling; legal compliance monitoring; public education; landlord-tenant mediation; and rental housing-related planning and development application review. The Rent Board also coordinates closely with other City of Berkeley (City) agencies to assist with the implementation of other housing programs such as Berkeley's Short-term Rental Ordinance, the Empty Homes Tax, and Fair Chance Ordinance.

In 2020, the Rent Board selected a new vendor to replace its legacy system with a cloud-based Software as a Service (SaaS) platform intended to integrate its former Rent Tracking System and case management system. The Rent Board's current Rent Registry launched in 2021 and now serves as the Rent Board's primary property database and case management system. The contract with the selected vendor specified a maximum of a 7-year contract term, and the current contract is set to expire in September of 2027.

In accordance with governmental procurement best practices, the Rent Board is issuing this new competitive RFP to solicit the most-qualified vendors to provide this critical technology service and to ensure sufficient development time for a smooth transition to a new system, should a new vendor be selected. This solicitation reflects the Rent Board's ongoing commitment to modernizing its operations and ensuring that its regulatory and service delivery functions are supported by a robust, integrated, and adaptable technology platform.

The Rent Board aims to implement a new system by April of 2027 in time for the fiscal year 2027-2028 registration period, with a 90-day stabilization and knowledge transfer period following completion of all system requirements.

4. DRIVERS AND NEEDS

The goal of this project is to replace the Rent Board's current system with a modern, modular, and scalable cloud-based system that supports the full range of the agency's operational, regulatory, and public service functions. The Rent Board's current system was launched in 2021 to consolidate multiple business processes into a centralized, cloud-hosted platform and was designed to manage core agency functions including rent registration, tenancy data tracking, housing counseling, hearings, petition workflows, public inquiries, and financial transactions. While the current system improves on previous systems in several ways, the overall interface and workflow processes are less efficient in many cases and often take more staff time when compared to previous, customized software solutions. Since inception, the implementation has presented several ongoing challenges for Rent Board staff:

- **Limited configurability**: Many workflows are rigid or hard-coded, making it difficult to adjust to new regulations, policies, or procedures without vendor intervention.
- **Integration constraints:** The system does not integrate seamlessly with other tools, such as the City's GIS platform, financial systems, or external data sources.
- **Performance issues:** Staff have experienced slow load times, limited dashboard functionality, and inconsistent system behavior that hinders productivity and public service.
- **Reliance on outside tools:** To supplement the system, staff rely on Property Finder, a custom dashboard tool used to research property and unit data designed for the previous Rent Boad system, and are constantly exporting, sorting and filtering both standard and customized reports.

To assess the public user experience, the Rent Board solicited feedback on our current system from Berkeley landlords and tenants. Landlords, who must register their rental properties and pay fees, specifically reported difficulties in the following areas: setting up an account, understanding what they owed in registration fees, and general user friendliness. Landlords desired the following top three additional online services:

1. Book a housing counseling appointment
2. Automatic payments
3. Submit a petition

The system only offers tenants the ability to look up certain property/unit information. For this limited purpose, tenants rated it as adequate, but desired the following top three additional online services:

1. Book a housing counselor appointment
2. Submit a petition
3. Submit a notice that tenancy information is incorrect

User feedback also suggests that the quality of a person's initial experiences with the system is a predictor of future use. For example, landlords who had negative initial experiences expressed a commitment to paper forms and more analogue payment methods going forward despite later system improvements. This underscores the desire for a System that upon launch allows users to easily and intuitively obtain services from and conduct business with the Rent Board.

Accordingly, the Rent Board seeks a system that is:

- **User-centered,** offering intuitive interfaces for internal users to manage business processes; for clients to interact with the Rent Board and comply with the RSO; and for the general public to understand the Rent Board's work in advancing housing stability, equity, and transparency in Berkeley's rental housing market.
- **Modular, flexible and configurable,** allowing staff to manage and adapt workflows in response to the changing regulatory environment.
- **Cloud-based and secure,** with scalable infrastructure and strong data protection including SOC 2 Type II and ISO 27001 compliance.
- **Integrated**, enabling seamless coordination internally between all Rent Board workflows from rental and property registration, finance and payment processing to housing counselor case management, as well as externally with other City departments and external partners.
- **Accessible and multilingual**, ensuring inclusive service delivery for Berkeley's diverse community.
- **Insightful**, with built-in analytics and dashboards that are customizable to each user, show a clear picture of all activity related to a particular property and ensure date is aligned in order to support accurate data-informed decision making.

The new system must be designed to serve all Rent Board workgroups through a unified platform that enables seamless interoperability between modules and supports cross-functional workflows.

The Rent Board envisions that the new system will:

- Seamlessly integrate with online payment processing.
- Provide staff with easy access to related property documents through a comprehensive document management system.
- Serve as the Rent Board's case management system, rental registry, document management system and CRM.
- Track and report on all payments received, and be able to provide reports, analytics, and dashboards for all Rent Board functions.
- Be configurable and expandable to support changes in business processes, regulatory requirements, and the types of data being collected and tracked over time.

To ensure alignment with broader City infrastructure and strategic goals, the system must integrate effectively with the City's Finance, GIS, and other related IT supported systems. It must also provide multilingual, Web Content and Accessibility Guidelines (WCAG) compliant user interfaces to ensure equitable access for all users, including those with disabilities and those with limited English proficiency.

The platform must deliver measurable performance results, including system uptime of at least 99.95% and average response times of under three seconds for all user-facing functions. A robust document management system is also required to support the secure storage, retrieval, and sharing of case files, forms, and correspondence across departments.

The selected vendor must also support a hybrid of Agile development methodologies that combines the structure of phased development with the flexibility of Agile methodology, and show a commitment to collaborative project management practices, enabling iterative design, stakeholder feedback, and continuous improvement throughout the entire implementation lifecycle.

Lastly, the selected vendor must also provide comprehensive training, support, and documentation to ensure that Rent Board staff can fully utilize the system's capabilities, including role-based training for different user groups and ongoing support for system administrators.

5. EXPECTED SYSTEM OVERVIEW

The Rent Board seeks to bring all of its core business functions under a single modular system that upon full implementation will allow staff to record and update data on rental properties; track and manage their associated rent and tenancy information; track counseling cases associated with properties and individual clients; track and manage workflows for petitions, hearings, and mediations; manage financial functions including fees, billings, and collections; and create and manage these processes with built-in user roles and workflow functionality.

Crucially, because the Rent Board's regulations and underlying ordinances are subject to future changes, the system must also be able to allow for the creation and integration of new business modules and workflows.

The New System will need to store all data in a single source of data or database, irrespective of its being used by the internal users (Rent Board staff) or the external users (landlords and tenants), to be joined with migrated historical data and user information from the current systems in place. Once the new system is successfully launched, the Rent Board plans to retire its current system and any other auxiliary tools.

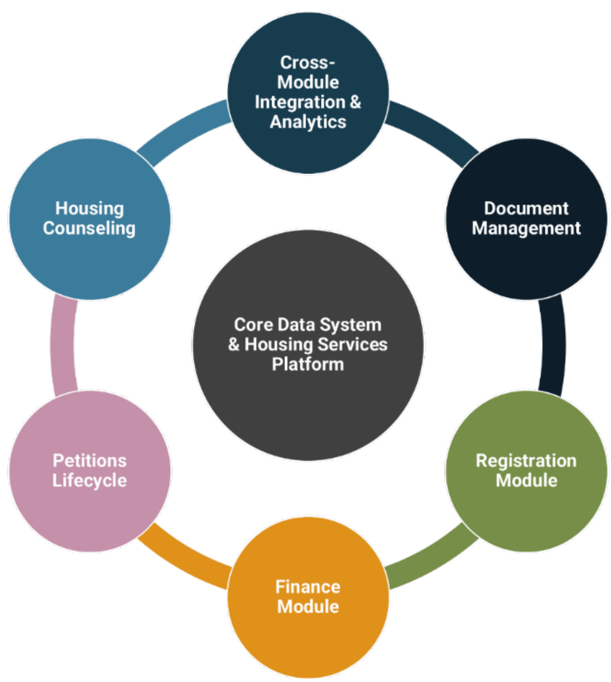
5.1. System Implementation

The Rent Board assumes that this development of the New System will be executed in multiple phases:

- Phase I will consist of New System implementation, during which the Contractor will develop and configure the New System.
- Phase II will consist of acceptance of the New System, during which the Contractor will demonstrate that all the requirements listed in Exhibit A and any new requirements identified during the implementation phase are successfully met.
- Phase III will consist of operation and maintenance of the New System, during which the Contractor will be responsible for ensuring that the New System is always operational and functions without any issues or errors.
- Phase IV will consist of end-of-life support and transition services.

5.2. Required Modules

The following section provides a high-level overview of each of the Rent Board's desired business modules. Additional details on the desired functions that support the Rent Board's existing business processes are provided in **APPENDIX A – HIGH LEVEL FUNCTIONAL REQUIREMENTS**. Please note that this is not a substitute for the vendor to conduct a comprehensive **Business Process Analysis** during the development phase to align the Agency's business needs and the system capabilities.



5.2.1. Registration

The Registration Module should serve as the foundation for recording, maintaining, and updating all rental property and unit registration data, including coverage status, exemptions, rent history, and ownership information. It must support accurate, real-time data entry and retrieval by staff and the public, while ensuring transparency, accessibility, and security. The Registration Module must support the following basic functions:

- Registration Intake & Records Updates
- Property & Unit Records
- Coverage, Exemptions, and Compliance
- Rent History & Adjustments
- Workflows & Case Management
- Reporting & Transparency

5.2.2. Housing Counseling

The Rent Board's Housing Counseling staff aims to provide counseling services that inform the public about tenants' rights and landlord obligations, provide education about the Ordinance and regulations, provide and track referrals to partner agencies, and ensure continuity of service from initial counseling to potential petition filing, all while maintaining continuity and compliance with all privacy standards.

The Housing Counseling Module should provide Housing Counselors with interfaces to track and maintain client cases and detailed case notes; track referrals to external resources; link cases with each other and with associated properties; integrate with other Rent Board modules; and be able to support these functions for over 10,000 cases per year.

The Housing Counseling Module must support the following functions:

- Client Intake & Case Creation
- Counseling Services & Case Notes
- Referrals and External Resources
- Workflow, Escalation, and Case Linking
- Data Management and Reporting

5.2.3. Petition Lifecycle

Petitions are a key component of the Rent Board's regulatory powers, and the agency requires the new system to provide the capability to electronically manage the complete lifecycle of landlord and tenant petitions under the Rent Stabilization Ordinance, from online submission by clients and intake by staff, through scheduling of hearings, determinations, and archival. This needs to be done in a manner that is legally compliant, transparent, and auditable.

The Rent Board also administers a Mediation program subject to many of the same requirements, and the Agency requires a system that provides the capability to track applications and intake of mediation requests; manage internal and external communications; and track associated documentation.

The Petitions Lifecycle Module must meet these standards and include the following components:

- Petition Intake & Submission
- Mediation Intake & Tracking
- Case Assignment & Workflow Management
- Scheduling & Notifications
- Hearings & Determinations
- Communication & Collaboration

5.2.4. Finance

The new system shall provide a comprehensive financial management system that integrates Registration and Petition Lifecycle data and supports the Rent Board's fee-for-service structure by accurately recording, processing, and reconciling registration payments, penalties, adjustments, and related transactions, and maintains audit-readiness, real-time accuracy, and integration across modules and fiscal years.

The Finance Module should support all the following functions:

- Payment Intake & Processing
- Account Management & Adjustments
- Reconciliation, Reporting, & Auditing
- Integration, Oversight, & Controls
- Advanced Financial Automation & Analytics
- Budget Tracking & Expenditure Reporting

5.2.5. Document Management

The System shall include a robust, fully integrated Document Management System (DMS) that supports the Rent Board's regulatory, petition services, financial, and public-facing operations, as well as historical and current property files. The DMS must allow staff to securely store, organize, retrieve, retain, and disclose documents in a manner that supports daily operations, public records obligations, audits, and legal proceedings.

The DMS may be delivered as a native module of the proposed system or through a tightly integrated third-party platform. Regardless of the approach, the DMS must deliver a unified user experience, consistent permissions, and centralized search within the System. General requirements are described below, with additional detail found in **Appendix A.**

- **Document Organization and Record Linking**: The system shall allow documents to be associated with multiple record types, such as properties, units, owners, tenants, cases, and payments. It must support many-to-many relationships and configurable metadata fields that administrators can modify without vendor assistance.
- **Search, Retrieval, and Usability**: The system shall provide full-text and OCR-based search across all documents, with filters for metadata, record type, date, and tags. It must support bulk upload, drag-and-drop intake, and common file formats like PDF, Word, Excel, and images.
- **Auditability, Versioning, and Legal Defensibility**: The system shall maintain a complete audit trail of document actions and support version control for viewing and restoring prior versions. It must include legal hold functionality to suspend retention for records under litigation or audit.
- **Access Control and Security**: The system shall enforce role-based access controls down to the document level and segregate internal-only documents from public ones. Permissions must be configurable for staff, supervisors, administrators, and external users.
- **Retention, Archiving, and Public Records Compliance**: The system shall support configurable retention schedules and automated workflows for disposition with approval controls. It must generate logs for disposition and destruction to meet audit and compliance requirements.
- **Templates, Output, and Disclosure Support**: The system shall support document templates and standardized outputs for notices, letters, and decisions. It must enable document packages for hearings or disclosures and provide redaction tools or workflows for public-facing records.
- **Performance, Scale, and Integration:** The system shall scale to handle historical archives and ongoing growth without performance degradation. It must integrate with identity management, email, collaboration tools, and external platforms like Microsoft 365, while providing unified access and search.
- **Electronic Signature Support:** Support electronic signatures through native functionality or integration with third-party tools.

5.2.6. Cross-Module Integration and Analytics

The new system shall be designed to support seamless cross-module integration and robust analytics capabilities across all operational areas of the Rent Board.

Cross-Module Integration

The new system must enable data sharing, workflow coordination, and reporting across modules such as Registration, Finance, Housing Counseling, Petitions, DMS, and Analytics. The new system must ensure that:

- All modules operate within a unified platform and share a common data architecture.
- Real-time data synchronization occurs between modules.
- Business rules, user roles, and permissions must be consistently applied across modules.
- Workflow triggers and notifications must be able to span multiple modules (e.g., a petition filing triggering updates in registration and finance modules).

Analytics and Reporting

The system must include built-in analytics tools that allow staff to generate reports, dashboards, and visualizations across modules. Built-in analytic tools must:

- Allow users to create custom reports using filters, date ranges, and data fields from multiple modules.
- Support role-based access to analytics, ensuring that users only see data relevant to their responsibilities.
- Support export to common formats (e.g., Excel, PDF, CSV) and allow for scheduled report generation.
- Provide performance metrics and operational insights, including case resolution times, fee collection rates, property and rental unit status characteristics, and service volume trends.

5.3. Hosting & Data

The Rent Board expects that the proposed system be built using a widely used modern technology stack that is scalable and flexible to the Rent Board's needs.

The Rent Board intends for this system to be hosted on the cloud. The selected Vendor must maintain the hosted cloud and software, or, if proposing to partner with a 3rd-party hosting solution, the Vendor must manage and maintain the 3rd-party hosted solution on behalf of the Rent Board.

5.4. System Security & Integration

The System must provide the capability for Rent Board administrators to define different access levels by user roles and security groups across all modules created. The System must follow nationally recognized data security standards that protect sensitive information and prevent unauthorized access and demonstrate that systems they have developed have zero unresolved material security breaches in the past three years.

The selected system must follow nationally recognized data security standards and comply with and pass all security metrics and requirements governed by the City of Berkeley Information Technology Department. Sample contract language related to these requirements can be found in **Appendix C – Privacy, Security, and Resilience.**

In their response to this RFP, vendors should also provide:

- Specifications for their own privacy and security standards including all relevant security certificates
- Disclosure of any material security incidents within the last 3 years, and describe the nature of the incident remediation steps taken, and current controls. A sample incident response plan

Additionally, the Rent Board prefers a system with the following capabilities:

- Integration with Microsoft Active Directory
- Integration with Microsoft Office 365 applications including Teams, SharePoint, and Outlook-based employee calendar and e-mail services for auto-notification and scheduling purposes.

5.5. Accessibility Compliance

The System must be capable to provide multilingual, WCAG 2.1 Level AA compliant user interfaces to ensure equitable access for all users, including those with disabilities and those with limited English proficiency. The system should be adaptable to any changes in ADA rules related to the accessibility of web content and mobile applications provided by state or local governments.

6. SCOPE OF SERVICES

The selected vendor ("Contractor") will be responsible for the full lifecycle delivery of a modern, modular, and scalable data system that meets the strategic goals and functional expectations outlined in the Drivers and Needs and Expected System Overview sections of this RFP. These sections define the Rent Board's vision for a unified, cloud-based platform that supports all operational, regulatory, and public service functions, and serves as the foundation for long-term modernization and service delivery.

More granular functional requirements defining the Rent Board's existing business process needs can be found in **Appendix A – High-Level Functional Requirements.** Please note that vendor proposals are **not required** to respond to every single functional requirement listed in Appendix A. These requirements provide information for vendors to understand the detailed workflows the Rent Board currently implements, but are not a substitute for the expected Business Process Discovery & Analysis Phase as outlined in section A of the Scope of Services below.

6.1. Business Analysis

The Contractor shall begin the project with a comprehensive **Business Process Discovery and Analysis Phase** to ensure the proposed system is aligned with the Rent Board's actual workflows, operational needs, and strategic goals. This phase is foundational and must precede any system design or development activities.

Deliverables:

- **A-1: Business Requirements Document (BRD):** A comprehensive summary of functional needs, workflows, and user expectations.
- **A-2 Functional Specifications Document (FSD):** A detailed mapping of business processes to system features, including data flows, user roles, and integration points.
- **A-3 Process Flow Diagrams:** Visual representations of current and proposed workflows across all modules.
- **A-4 Gap Analysis Report:** Identification of areas where current systems fall short and recommendations for improvement.
- **A-5 Preliminary Data Migration Plan:** Outline of data sources, formats, and strategies for consolidating historical records into the new system.

6.2. System Development

Following completion of the Business Process Discovery and Analysis Phase, the Contractor shall begin full implementation of the New System. This phase includes the design, development, configuration, testing, and deployment of all system modules and components, in alignment with the Rent Board's validated requirements.

The selected Vendor **must** incorporate the migration of data from the current system and potentially other legacy systems into a single database, ensuring continuity of operations and data integrity. The Contractor shall be responsible for mapping, validating, and importing all relevant data into the New System. The Data Migration Plan and Execution must clearly identify which data categories will be fully migrated, archived for reference, or maintained in a read-only legacy environment.

The System Resiliency Plan (SRP) shall address all activities to achieve reliability and resiliency through high availability, fault tolerance, and disaster recovery, including those that are to be performed to ensure continued operation of each of the dissemination services under disaster failure conditions. Disasters shall include natural and human-made disasters including acts of terrorism.

The Contractor shall create detailed requirements for each of the process areas in the New System and obtain approval from Rent Board staff before implementation. The Rent Board expects the system development and implementation to be a collaborative process where Rent Board staff actively participate in the design of user and business workflows.

Note that although final versions of these documents are to be delivered to the Rent Board during this phase, they are living documents that may be updated during the operations phase as feature changes occur.

Deliverables:

- **B-1 System Design Document**
- **B-2 UI/UX Wireframes**
- **B-3 UI/UX Final Designs**
- **B-4 Review Environment**
- **B-5 Data Migration Plan & Execution**
- **B-6 System Installation & Production**
- **B-7 Administration Manual**
- **B-8 Acceptance Test Plan**
- **B-9 System Resiliency Plan**

6.3. System Integration, Testing, and Verification

Integrate all modules into a unified platform with real-time data synchronization. Conduct acceptance testing in accordance with the approved test plan. Submit a System Verification Report (SVR) documenting test results and resolution of issues.

Deliverables:

- **C-1 Acceptance testing sessions**
- **C-1 System Verification Review (SVR) within 10 business days of test**

6.4. Training and Knowledge Transfer

Develop and execute a multi-tiered training program tailored to user roles (e.g., end-users, supervisors, system administrators). Deliver training via instructor-led workshops, interactive simulations, and recorded tutorials. Provide a Training Summary Report and conduct formal knowledge transfer sessions.

Deliverables:

- **D-1 Training plan and schedule**
- **D-2 Training materials** (written and video)
- **D-3 Training Sessions**
- **D-4 Training Summary Report**
- **D-5 Knowledge Transfer Completion Report**

6.5. Operational Readiness Review and System Launch

Facilitate an Operational Readiness Review (ORR) to confirm system readiness for launch. Repeat ORR process until Rent Board certifies that all requirements are met, staff are trained, and interfaces are operational.

Deliverables:

- **E-1 ORR certification:** The Contractor shall certify as part of the ORR that all requirements have been validated, all personnel have been trained, all hardware and software are in full operational condition, and all external interfaces are fully operational. Any items that are deemed not ready by Rent Board staff for operational release shall be migrated backward for rework and retesting, and the ORR shall be repeated.
- **E-2 Final readiness checklist**
- **E-3 Final data migration from current system**
- **E-4 New system launch:** Once the New System has been installed and training has been completed, the Contractor shall execute the transition plan and prepare for cutover to the New System**.**

- **E-5 Post Transition Report:** The Contractor shall conduct the transition activities in the transition plan and provide a Post Transition Report to the Rent Board certifying successful transition and cutover.

6.6. System Operations and Maintenance

Upon acceptance and deployment of the New System, the Contractor shall continuously and comprehensively operate, maintain, and provide continuous improvements to the System for the term of the contract or until such time that the Rent Board notifies the Contractor in writing that the service is no longer needed and can be deactivated or put in a state where operation and maintenance is not required.

Operations shall be segmented into two main categories: 1) Operation and Maintenance; and 2) Continuous Improvement and Ongoing Development.

6.6.1. Operation and Maintenance

The Contractor shall provide ongoing support, maintenance, and performance monitoring. Proactively recommend enhancements and manage system capacity. Respond to issues per service-level agreements (SLAs). The Contractor shall include the operation and maintenance activities outlined below to ensure continuous and optimum operation and performance of the System.

- Proactive and timely application of software upgrades, replacements, and/or modernizations.
- Communications network and systems management, upgrades, replacements, and/or modernizations.
- Data interface/integration management; troubleshooting and repair.
- Customer/user comment-based investigations, corrective actions and reports;
- Required systems and network maintenance, troubleshooting, and repair.
- Documentation management.
- QA/QC of the overall system.
- Performance monitoring.
- Periodic testing and verification of system performance and configuration management.
- Bug fixes.
- Routine preventative maintenance.
- Respond to critical issues per the service-level requirements; and
- Monitor feedback and make adjustments as necessary.

The Contractor shall ensure that all operational procedures are documented in the Operations Manual.

Deliverables:

- **F-1 Ongoing system maintenance**
- **F-2 Monthly system performance reports**

6.6.2. Continuous Improvement and Ongoing Development

The Rent Board anticipates that there will be opportunities and requirements to make improvements and/or develop new services/functionality to either the deployed New System or to design, develop and deploy new services. This section provides the requirements to enable the Rent Board and the Contractor to engage in activities to support improvement and development actions outside of Operations and Maintenance.

Deliverables:

- **F-3 Improvements and New Developments:** The services provided pursuant to this requirement shall be provided on a Time and Material basis upon direction from and approval by the Rent Board.
- **F-4 Updated documentation as needed**

6.7. End-of-Life Support

The System End-of-Life (EOL) will be initiated by the Rent Board to transition from the New System to another system, or to shut the New System down and end the life cycle process. Contractor must prepare system for decommissioning or transitioning to a future platform. Archiving or transferring all data, documentation, and software. Submit a Transition Report certifying completion of all EOL activities.

Deliverables:

- **G-1 Disposition Plan**
- **G-2 Transition Report**
- **G-3 Archived materials**

7. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal ("proposer") meets the following minimum qualifications to be eligible for consideration for this project.

- The proposer must have a minimum of 3 years of experience in development, deployment, operations, and maintenance of rent tracking systems or systems similar in nature with comparable functions.
- The proposer must have a minimum of 3 years of experience in developing solutions using the platform/tool being proposed.
- The proposer must have worked on at least 3 projects in which it provided similar solutions and services within the last 5 years, including at least two or more municipal housing system implementations within this time frame.
- The proposer must demonstrate thorough knowledge of and experience in mapping business processes to system requirements and developing them into functional systems.
- The proposer must demonstrate successful experience in migrating data from old systems to new systems.
- The proposer must provide active system URLs and client references.

8. SELECTION CRITERIA

The Rent Board will convene a selection panel consisting of City staff and subject-matter experts to evaluate and score all submittals. The panel will consider all the below criteria, though not exclusively, to determine the most-qualified vendor.

Criteria	Criteria Description	Percentage
Project Approach	The Proposer's approach to the project as described in the Work Plan and Qualifications, including Project Methodology, Business Process Analysis, Project Team Structure, risk management and client/stakeholder communications plan.	15%
Implementation Timeline	Does the proposal include an achievable implementation schedule that reflects the phased delivery model outlined in the Scope of Services. The timeline should include major milestones for business process discovery, system configuration, testing, training, and deployment.	5%
Functional Fit & Technical Architecture	How well proposed system supports the Rent Board's core operational areas, including rental property registration, housing counseling, petition lifecycle management, finance, document management, and cross-module analytics. Evidence system is built on a modern, secure, and scalable architecture that supports modular configuration, cloud deployment, and integration with external systems. Evaluation will consider system stability, maintainability, and the ability to adapt to future policy or operational changes without requiring significant redevelopment.	30%
User Experience & Accessibility	Evaluation will consider interface design, ease of navigation, mobile responsiveness, multilingual support, and compliance with accessibility standards (e.g., WCAG 2.1 Level AA).	15%
Experience & References	Proposer's demonstrated experience in delivering similar systems for public agencies, particularly rent stabilization programs, housing departments, or regulatory bodies. Proposers should demonstrate familiarity with government operations, compliance requirements, and public-facing service delivery.	10%
Support and Maintenance	How well do proposers describe their approach to post-implementation support, including help desk services, system monitoring, updates, and issue resolution. Preference will be given to vendors offering proactive support, clear service-level agreements (SLAs), and ongoing training and system optimization.	10%
Reasonableness of Cost	Evaluation will consider the total cost of ownership, including initial implementation, licensing, training, data migration, hosting, and ongoing support. Proposers must provide a transparent cost structure that accounts for both one-time and recurring expenses. Cost proposals will be assessed in relation to the value and functionality delivered, not solely on price.	15%
	TOTAL	**100%**

9. CONTRACT TERMS & REQUIREMENTS

The initial term of the contract(s) will be five (5) years and begin on or about June 18, 2026, and end on June 30, 2031. The Rent Board reserves the unilateral right to extend the contracts for two (2) additional twelve-month, (1) year periods for a total of seven (7) years provided the Contractor satisfactorily meets the City's needs. The Rent Board reserves the right to terminate the contract at any point based on either termination for convenience or default, as explained below.

9.1. Ownership of System/Code/Database and other relevant material

If the proposed software will be developed specifically for the Rent Board, the source code must be fully documented, modularized and commented on, and provided to the Rent Board. Regular source code reviews will be required between the selected vendor and the Rent Board, and upon project completion, the Vendor must provide the Rent Board with complete access to the source code and documentation of all source code developed for the Rent Board under this project.

When this contract is terminated, Contractor agrees to return to the Rent Board the system in a fully operational state, including all code, documents, and other written or graphic material, however produced, that it developed or received from the Rent Board, its Contractors, or agents, in connection with the performance of its services under this contract.

Contractor grants the Rent Board a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings, and other works of similar nature produced in the course of the performance of this contract. Contractor shall not share or publish any such material without the prior written agreement of the Rent Board.

With the prior written approval of the Rent Board's Executive Director, the Contractor may use its work for reference and as documentation of its experience and capabilities.

9.2. Termination for Convenience

The Rent Board may, by written notice to the Contractor, terminate this contract in whole or in part at any time, for the Rent Board's convenience. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Rent Board all system, data, reports, summaries, and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.

Contractor shall submit a final invoice within 60 days of termination, which shall include work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination. The Rent Board shall review and determine the reasonableness of the charges included in the termination invoice.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder.

9.3. Termination for Default

The Rent Board may, by written notice to the Contractor, terminate this contract in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. This termination shall be deemed as a Termination for Default. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Rent Board all system, data, reports, summaries, and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt by the Contractor of such notice.

The Rent Board may take over the work and complete the work by Contractor otherwise. In such case, the Contractor shall be liable to the Rent Board for any reasonable costs or damages occasioned to the Rent

Board thereby. The expense of completing the work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the Rent Board out of such payments as may be due or may at any time thereafter become due to the Rent Board. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the Rent Board upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Rent Board.

If in the Rent Board's reasonable judgment a default can be cured, the Rent Board may issue a Cure Notice to the Contractor. If the Contractor fails to cure the default within five (5) days or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, the Rent Board may terminate for default.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder.

10. SUBMISSION REQUIREMENTS

The proposal shall be limited to **70 pages**, exclusive of resumes, sample documentation, certifications, cost proposal, and documentation of financial standing. Front and back covers and the table of contents are not counted toward the page limit. Submissions must be submitted in .PDF format and emailed to:

City of Berkeley
Finance Department/General Services Division
Solicitations@berkeleyca.gov

10.1. Cover Letter

(2 pages maximum)

A brief cover letter introducing the firm, identifying the primary contact, and confirming the proposer's intent to be bound by the proposal.

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals or from the best and final offer (BAFO), if applicable.

10.2. Title Page & Contractor Identification

A title page that includes the RFP subject, the name of proposer's firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person. Contact person's email address, the company tax identification number, and the date.

10.3. Table of Contents

(2 pages maximum)

A table of contents that includes a clear identification of the material by section and page number.

10.4. Executive Summary

(5 pages maximum)

A concise overview of the proposed solution, highlighting how it addresses the Drivers and Needs and Expected System Overview.

This section should clearly convey the proposer's understanding of the nature of the work and the general approach to be taken and identify any specific considerations. It should include, but not be limited to, the following:

1. A summary of proposed approach, platform, and solution being proposed, including how it addresses the current challenges being faced by the Rent Board; and
2. The assumptions made in selecting the approach.

10.5. <u>Work Plan</u>

(30 pages maximum)

A detailed plan describing how proposer will perform tasks outlined in the Scope of Services. The work plan must include:

- A phase implementation timeline with key milestones, deliverables, and dependences.
- A description of the proposed approach to business process analysis, system configuration, testing, training, and system launch.
- Reference to processes related key deliverables expected during implementation, including Business process discovery and analysist, system design and configurations, data migration, user acceptance testing, training and knowledge transfer, operational readiness and system launch, and End-of-life Transition.
- Identification of project team roles and responsibilities for the entire life span of the project.
- A strategy for stakeholder engagement, sprint reviews and feedback integration.

This section should present a work plan for the tasks described in the Scope of Services. The proposed work plan should:

1. Discuss how the proposer will perform the identified tasks. Identify the deliverables and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the proposer believes are necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks, and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and the reporting structure, including reporting and communication relationships between the Rent Board, proposer staff, and Subcontractors, if any.
3. Describe the approach to managing resources and maintaining quality results. Include a description of the role of any Subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Services. Discuss methods. formal and informal, that you will use to track and resolve these problems/obstacles during the project.

10.6. <u>Functional and Technical Response</u>

(10 pages maximum)

A narrative and/or matrix describing how the proposed system meets the functional and technical requirements outlined in the RFP, including cross-module integration, analytics, document management, accessibility, and interoperability.

Proposers shall also include information regarding the Privacy, Security, and Resilience requirements including the following:

- ❑ Specifications for their own privacy and security standards including all relevant security certificates

- Disclosure of any material security incidents within the last 3 years, and describe the nature of the incident remediation steps taken, and current controls.
- A sample incident response plan

10.7. Support and Maintenance

(5 pages maximum)

A description of post-launch support services, including help desk operations, service-level agreements (SLAs), system updates, and ongoing training.

10.8. Accessibility and User Experience

(5 pages maximum)

A description of how the system meets accessibility standards (e.g., WCAG 2.1), supports multilingual users, and provides an intuitive experience for staff and the public.

10.9. Qualification and References

(20 pages maximum)

Describe the firms on the team (including the prime Contractor, Subcontractors, and/or joint venture partners), including location of offices and headquarters, number of employees, number of years in business, number of years the firm has been profitable, and areas of business. Describe the roles of the Subcontractors, their specific responsibilities, and how their work will be supervised and coordinated. Describe where the firms on the team have worked together before, if applicable.

Describe the proposed team's qualifications to meet or exceed the requirements set forth in Section 6 (Proposer Minimum Qualifications) of this document. Identify the personnel, including Subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Describe how the firms that compose the proposer team will distribute the work and deliver the system. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Services. Resumes and sample documentation are excluded from page count.

1. Identify **key personnel** (including Subcontractor personnel) and briefly discuss individual qualifications to perform each task. Key personnel resumes should be provided in an appendix and should not exceed two pages each. Identify which staff will be local and which will be based outside of the San Francisco Bay Area.
2. Provide a succinct description (one page maximum per project) of **up to five previous projects** similar to the Scope of Services, indicating the project title, duration, your firm's role, the total project budget and your firm's portion, sponsoring agency and sponsor project manager, the contractual relationship with the sponsoring agency, and roles played by individuals proposed for this project. Include the name of the agency for which the work was performed, year performed, name of the contact person and their telephone number.
3. Describe **relevant experience** in providing a similar solution for government or large private sector companies. The proposal shall cite the type of services offered and solutions provided to these customers.
4. Provide **samples of documentation of past software development experience**, including at least one each of the following: Business Process Maps, System Requirements, Software Design, and User Acceptance Test plan. The samples must have been prepared by key members of the proposer's team and should identify the authors. Only one copy of each sample is required, and the samples will be returned (upon prior request only) after proposals evaluation is completed. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness. Provide directions to access systems and reports developed by your team in a test environment. If system access cannot be provided, please provide screen captures from the system.
5. Provide a list of references (including references for Subcontractors) and their contact information. References should be California cities or other public sector entities. Provide the designated person's name, title, organization, address, and telephone number, and the project(s) that were completed under that client's direction.

10.10. Contract Terminations

(To be submitted separately – not included in page count)

If your organization has had a contract terminated in the last five (5) years, **describe such incident(s).**

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.

10.11. Cost Proposal

(To be submitted separately – not included in page count)

The proposer's cost proposal must include a completed and signed pricing form (provided as a separate spreadsheet), covering the entire Scope of Services. The proposal shall include individual pricing for all services.

The fixed hourly labor rates identified on the form shall include all applicable direct labor costs, labor surcharges (e.g. taxes, insurance, fringe benefits), and indirect costs (e.g. overhead, administrative expense and profit).

Evaluations of price proposals are subject to the local vendor business preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to $100,000 or non-professional services up to $250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.

10.12. Financial Standing

(To be submitted separately – not included in page count)

Provide a general description of the firm's financial situation and identify any conditions or circumstances that may impede your ability to complete the project (for example, bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes). Either an audited financial statement or a Dun & Bradstreet or similar report shall be included with your proposal. The statement should clearly identify the financial position of your business entity, as well as that of the overall company structure. The date of this statement should cover a period of at least three (3) years and should be dated no more than twelve (12) months prior to the date of the proposal submission.

10.13. City of Berkeley Required Forms

(To be submitted separately – not included in page count)

The following forms are required upon proposal submission by the City of Berkeley and can be found attached to this RFP and referenced in the List of Attachments. Please complete and sign in blue ink.

- Non-Discrimination Requirements Form
- Nuclear-Free Berkeley Disclosure Form
- Oppressive States Form
- Sanctuary City Contracting Ordinance Form
- Living Wage Form (*may be optional)*
- Equal Benefits Certification (EBO-1*) (may be optional)*

11. 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. **Email invoices to Shamika Cole, Finance Manager** (List on invoice, Attn: Andrew Chang, Principal Program Manager) and reference the contract number.

Attn: Finance Unit

Rent Stabilization Board

Email: rsbfinance@berkeleyca.gov

Phone: 510-981-4903

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

12. CITY REQUIREMENTS

12.1. 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.

12.2. 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.

12.3. 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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-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.

12.4. 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.

12.5. 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.**

12.6. 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: Information for Vendors | City of Berkeley (berkeleyca.gov). 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.

12.7. 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.

12.8. 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.

13. OTHER REQUIREMENTS

13.1. 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 insured.

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

13.2. 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.

13.3. 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**.**

13.4. Recycled Paper

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

13.5. 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

14. LIST OF ATTACHMENTS

• Checklist of Required Submittals	Attachment A
• Non-Discrimination/Workforce Composition Form	Attachment B
• Nuclear Free Disclosure Form	Attachment C
• Oppressive States Form	Attachment D
• Sanctuary City Compliance Statement	Attachment E
• Living Wage Form	Attachment F
• Equal Benefits Certification of Compliance	Attachment G
• Right to Audit Form	Attachment H
• Insurance Endorsement	Attachment I

APPENDIX A – HIGH-LEVEL FUNCTIONAL REQUIREMENTS

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APPENDIX A - High-Level Functional Requirements

This Appendix contains a list of high-level functional requirements the reflect the Rent Board's desired functionality based on its current business processes. It is being provided as a useful point of reference for proposers and for the selected vendor, but **is not intended to replace** the requirement to conduct a comprehensive **Business Process Discovery & Analysis Phase** as specified in the RFP.

Contents

GR – GENERAL REQUIREMENTS

<table>
<tr><td>GR-01</td><td>The Contractor shall host the System using facilities, equipment, software, services, and systems provided by and that are owned by or are under the direct control of the Contractor. If the proposed software will be developed specifically for the Rent Board, the source code must be fully documented, modularized, and commented, and provided to the Rent Board.</td></tr>
<tr><td>GR-02</td><td>The proposed System shall built using widely used and modern technology stack that incorporates responsive design and is secure, scalable, and flexible to the Rent Board's needs.</td></tr>
<tr><td>GR-03</td><td> The Contractor shall implement and maintain industry-standard security protocols to protect all Personally Identifiable Information (PII) from unauthorized access, use, or disclosure. This includes, but is not limited to, secure transport (e.g., HTTPS/TLS), encrypted storage (at rest and in transit), and access controls.
The system shall be designed to prevent exposure of PII through client-side tools (e.g., browser developer tools, JavaScript console, or network traffic). Under no circumstances shall PII be embedded in front-end code, hidden fields, or accessible via browser inspection.
The Contractor shall ensure that all system updates, integrations, or deployments undergo regression testing to verify that no existing security controls are broken or bypassed.
The system shall support masking, redaction, or anonymization of PII in all exported reports, logs, or data extracts, with configurable options based on user roles and permissions.
The Contractor shall conduct regular security audits and vulnerability scans, including random penetration testing at least quarterly, and after any major system update or integration. Results of such testing shall be made available to the client upon request.
The Contractor shall maintain a secure software development lifecycle (SDLC), including code reviews, static code analysis, and secure coding practices aligned with OWASP Top 10 standards.

Random Testing Clause (optional)
Randomized security testing shall be conducted at least quarterly and after any major system change. Testing shall include:
Penetration testing (internal and external)
Code-level vulnerability scans
Data exposure checks (e.g., browser-accessible PII)
</td></tr>
</table>

	• Audit of access logs and user permissions • The Contractor shall remediate any identified vulnerabilities within a defined SLA (e.g., critical issues within 5 business days).
GR-04	The Contractor shall ensure that the System is always in full compliance with PCI DSS requirements. The Contractor will be required to provide a Self-Assessment Questionnaire (SAQ) and an Attestation of Compliance (AOC) Form annually. The Contractor will also be required to conduct a quarterly network scan by an Approved Scan Vendor (ASV) (if applicable).
GR-05	The proposed system shall adhere to best practices in cybersecurity. The Contractor shall readily install critical application patches. Critical information such as passwords must always be encrypted, both during storage and transmission. System access to agency functions shall be restricted to the Rent Board office network. External users shall be able to access public functions over the internet only via secured connections.
GR-06	The Contractor shall ensure that the system is fully operational and accessible 24x7, with a minimum system uptime of 99.99%, excluding scheduled maintenance. Uptime shall be measured not only by login availability, but also by the availability and functionality of core system features (e.g., data entry, reporting, integrations, and user workflows). System uptime shall be defined as the period during which users can not only log in, but also perform all critical functions without significant degradation in performance or access to features. Routine maintenance may be performed during the designated window of 10:00 p.m. to 2:00 a.m. Pacific Time, Saturday/Sunday. For any non-emergency maintenance, the Contractor shall submit a request to the Rent Board by the preceding Wednesday, including a description of the change, its purpose, and an assessment of risk and impact. In the event of a critical issue requiring immediate attention (e.g., security vulnerability, data exposure, or system failure), the Contractor may perform emergency maintenance outside the standard window. In such cases, the Contractor must notify the Rent Board as soon as possible, providing a summary of the issue, the action taken, and any expected user impact.

	The Contractor shall maintain a change log and provide post-maintenance reports upon request, including a summary of changes, affected components, and any known issues.
GR-07	The Contractor shall perform all project-related discussions and meetings, in Pacific Standard Time Zone, during normal business hours, 8 a.m. to 5 p.m., Monday-Friday.
GR-08	The proposed system shall support the export of both partial (filtered) and complete datasets by authorized Rent Board staff. Export functionality must include, at a minimum, the ability to download data in both comma-separated values (.csv) and Excel (.xlsx) formats. Exports shall preserve data integrity, include column headers, and reflect any applied filters or search criteria. Users must be able to select specific fields, modules, or records for export. The system shall support both ad hoc (on-demand) and scheduled exports. Exported data must be structured in a format compatible with common data analysis tools and databases. Role-based access controls shall be implemented to ensure that only authorized users can perform data exports. In addition, the system shall support the following advanced export capabilities: • Automated Exports: Ability to schedule recurring exports to secure destinations (e.g., SFTP, cloud storage) in CSV format. • Large Dataset Support: Capability to export large datasets (e.g., 100,000+ records) without timeouts, truncation, or data loss. • Audit Logging: All export activity shall be logged and auditable, including user ID, timestamp, dataset exported, and export method. • Historical Data Export: Where applicable, the system shall allow export of historical data snapshots to support audits and time-based reporting.
GR-09	Historical Data Tracking and Auditability The proposed system shall maintain a complete historical record of changes to key data fields, including but not limited to property details, rent amounts, ownership, tenancy status, and other critical records. Data updates shall not overwrite previous values without preserving a timestamped version of the prior data. The system must support the ability to:

	• View and report on the state of data as it existed at any specific point in time. • Generate time-based reports that reflect historical values, including the ability to compare current and past data. • Export historical data snapshots, where applicable, to support audits, compliance reviews, and internal analysis. All data changes shall be logged in an audit trail that includes: • The user who made the change • The date and time of the change • The original value and the updated value • The affected record or module Historical data must be retained according to the Rent Board's retention policy and must be accessible through both the user interface and export tools. The system shall also provide role-based access to audit logs and historical data views to ensure appropriate data governance.
GR-10	The proposed System shall be compliant with Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA as required by Title II of the Americans with Disabilities Act.

FR – FUNCTIONAL REQUIREMENTS

A - AGENT INFORMATION

FR-A-01	The system shall allow Rent Board staff to add and update agent information for a property.
FR-A-02	The system shall maintain a historical record of agent information for a property and internal users should be able to look it up.
FR-A-03	The agent management screen at minimum shall allow Rent Board staff to enter/update below listed attributes: • Agency name • Representative first name • Representative last name • Representative middle initial • Suffix • Address • Email • Primary Phone number – with extension • Secondary Phone Number

	• Preferred mode of contact • Bill receipt preference (email or mail)
FR-A-04	The system shall generate a unique agent code identifier for every agent in the system.
FR-A-05	The system shall create an audit trail any time a change is made to agent information. The audit trail shall be easily accessible to Rent Board users.

BA - BUYOUT AGREEMENTS

FR-BA-01	The system shall comply with the Berkeley Tenant Buyout Ordinance by maintaining data of certain information from tenant buyout agreements and generating a report of that data for public availability.
FR-BA-02	The system shall allow Rent Board staff to enter records of Tenant Buyout Agreements associated with units.
FR-BA-03	The system shall allow for the creation and upload of Tenant Buyout Agreements to the Document Management System
FR-BA-03	The system shall generate data reports for Tenant Buyout Agreements that include the address, fiscal year, total dollar amount, monthly rent, and services.

BAC - BASE RENT/AGA/COMPLIANCE

FR-BAC-01	The system shall track rent histories for all units in RENTED status and for all years the unit was rented and covered under the Rent Stabilization Ordinance. The system shall maintain rent histories regulated by the historical requirements of the Ordinance since its original adoption and track all the following data for each year the unit was for rent: • Unit address/designation • Tenancy start date • Initial Rent • Number of Occupants • Services included with rent • Ordinance coverage type.
FR-BAC-02	The system shall be able to update the rent ceilings of all eligible units by the AGA amount in a mass process on January 1 of each year. AGAs are granted as a percentage of the current rent ceiling (e.g. 2.5%). ONLY fully covered units in a RENTED status that are in compliance may be eligible for the AGA annually on January 1.
FR-BAC-03	The system shall grant the AGA ONLY for the following units:

	• The unit is on a property that is in compliance with annual registration fee requirements – i.e., there is no positive balance, either in fees or penalties, on the accounts receivable on January 1. • No new tenancy began in the unit during the previous calendar year. For example, when running AGAs on January 1, 2020, the system must automatically deny AGAs for ALL units that had a Vacancy Adjustment (VR filed/initial rent set in any other way) occurring on any date in 2019. • The unit has not had its AGAs restricted through a petition/ hearings decision • The unit has not had its AGAs restricted for any other reason.
FR-BAC-04	When applying calculations of annual AGAs, the system shall automatically block all AGAs for units where a vacancy rent adjustment occurred in the previous calendar year.
FR-BAC-05	The system shall block the AGA for all properties with a non-zero balance on the property's accounts receivable on January 1 of each year and for all properties in a Non-Compliant status from a Petition Decision.
FR-BAC-06	Rent Board staff shall be able to manually change individual units to a "non-compliant" status pursuant to a hearing decision so that the AGA will not be granted for that unit even if the unit meets the first two criteria; when the Unit comes into compliance with the hearings decision, Rent Board staff shall be able to switch the unit back to "compliant" status so that AGAs will be granted in the future (but ONLY when the unit is also meeting the first two criteria).
FR-BAC-07	If an AGA is denied due to Accounts Receivable balance owed or due to a Petition/Hearing decision, the system shall offer a description in the rent ceiling history why the AGA was denied. If denied due to a hearing, the description must include the petition number.
FR-BAC-08	The system shall allow Rent Board staff to restore AGAs that were denied for positive AR balance or due to petition upon resolution of either matter.
FR-BAC-09	The system shall automatically recalculate the overall rent ceiling when AGAs are restored and provide a timestamp for the effective date of the restoration of AGA application. For example, if an AGA was denied on January 1 to all units due to positive AR balance on January 1, but the account is resolved on April 15, then the AGA must be able to be restored for all units with an effective date of April 15.

FR-BAC-10	The system shall track rent histories for Partially Covered Units in a way that is unique from the tracking of rents for fully covered units.
FR-BAC-11	Rent histories for Partially Covered Units shall include the initial rent amount and the subsequent current rent amounts as required to be reported annually. This information will be collected annually when the owner is required to pay their fees. NO AGAs will be granted for partially covered units. Owners may record the initial rent for a new tenancy by filing a Tenancy Registration (TR) Form. When a Partially Covered tenancy is recorded, the system shall generate rent validation reports for both the Landlord and Tenant that include the following information. • Unit address/designation • Tenancy start date • Initial Rent • Number of Occupants • Services included with rent

BP - BILLING, PAYMENT, & DEPOSIT

FR-BP-01	The system shall allow Rent Board staff to generate and send property bills on pre-defined schedules and on-demand.
FR-BP-02	The system shall allow Rent Board staff to generate property bills for penalty billings based on the timelines and amounts defined by Ordinance and regulations. Currently, the Rent Board generates a July Penalty billing for all owners who have an outstanding balance after the registration deadline; the system should generate notices to these landlords based on the current year fee and offer waivers based on the approved waiver regulations.
FR-BP-03	The system shall allow Rent Board staff to generate property bills for the January Penalty billing. 2) January Penalty billing is generated for ALL owners with a non-zero balance (after January penalty charges have been placed on accounts that have a non-zero fee balance).
FR-BP-04	The system shall allow Rent Board staff to batch generate multiple types of bills including Annual, July Penalty, and January Penalty and on-demand exceptions such as for Partially Covered units.
FR-BP-06	The system shall allow staff to format, generate, and send electronic billing notices to landlord/agent email addresses with details regarding Current Fees, Previous Fees, Penalties, and Credits, and generate downloadable PDFs of bills, invoices, and receipts associated with each landlord/property.

FR-BP-07	The system shall allow Rent Board staff to generate property bills for individual owners and/or for individual properties on an as-needed basis. On-demand bills should have the option to include Unit Status information and Account balance status (including credits).
FR-BP-08	The System shall maintain a running financial ledger for every property ("Accounts Receivable") which must list all charges (fees, penalties, and past-due amounts); list all payments received by Fiscal Year and Registration Year; and display all data in chronological order.
FR-BP-09	The system shall allow Rent Board staff to create bill templates, change the layout and content of the bills by moving and adding data fields to the bill template, and automatically generate bills.
FR-BP-10	The system shall store the property bills in a centralized Document Management System.
FR-BP-11	The system shall allow Rent Board staff to print and email bills in batches for both annual billing cycles and on-demand billing.
FR-BP-12	The system shall have the ability to automatically send payment reminders to users at configured intervals.
FR-BP-13	The system shall track all the revisions made to a bill that was generated for a property. Only bills that are marked as final shall appear in Account Receivable entry.
FR-BP-14	The system shall allow Rent Board staff to track the status of property bills after a bill has been generated.
FR-BP-15	The system shall allow Rent Board staff to record various categories of payments and must be capable of defining and configuring “other payment” by type to align with financial reporting standards. These include miscellaneous fees, relocation payments, and other payments.
FR-BP-16	The system shall allow recording payments received through various on-site payment methods (check, cash, credit card) directly into Accounts Receivable.
FR-BP-17	The system shall allow external users to make payments related to fees online using the public portal. The payments collected shall be reflected in Account Receivables.
FR-BP-18	For payments collected manually or via public portal, the system must record below details: • Mode payment was received (in person, by U.S. mail, or e-payment) • Date received

	• Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Type of payment (Fee or "Other," – Note: Only "FEE" payments are applied to Registration Accounts Receivable) • Amount of payment • Person/entity submitting payment (i.e., owner or agent, must autofill from database) • Description of payment When a payment is received, the system must be able to automatically apply defined rules for application of payments to pre-defined fee/penalty types. When payment is recorded manually, user shall be allowed to override the order of payment applied and void payments.
FR-BP-19	The system shall correctly record payments to appropriate budget/accounting code and sub codes.
FR-BP-20	The system shall reflect all payments received by payment type and payment method.
FR-BP-21	The system shall list all the payments collected for a property in chronological order. Rent Board staff shall be able to see all the details related to a payment that was recorded.
FR-BP-22	Upon recording a payment, the system shall assign a receipt number and generate a paper receipt that captures the following information: • Property address • Date received • Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Amount of payment • Credits applied • Person/entity making payment (i.e., owner or agent) • Description of payment • Receipt number
FR-BP-23	The system shall allow Rent Board staff to 1) choose to generate/not generate a receipt, 2) designate the number of receipt copies to generate, and 3) save and reprint a receipt in the future if necessary.
FR-BP-24	The system shall allow users to make payments using all major credit and debit cards and e-checks on the public portal.
FR-BP-25	The system shall be integrated with the Rent Board's current payment processor. The Rent Board will consider an alternate payment

	processor if a lower processing fees and rate structure can be negotiated with the payment processor.
FR-BP-26	The system shall allow Rent Board staff to configure billing accounts for different types of payments using various budget codes provided by the Finance Department.
FR-BP-27	The system shall generate reports that summarize payment receipts and allow staff to run ad-hoc reports. Data for these reports must include the following fields and reports must be able to be generated based on any combination of filters/ranges of this data as well as other registration/property data collected. • Property address • Coverage type • Date received • Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Amount of payment • Person/entity making payment (i.e., owner or agent) • Description of payment • Receipt number
FR-BP-28	The system shall allow user to query the report by any data field, including but not limited to those named in FR-BP-27. When querying by date, the user shall be able to describe a date range. The report shall offer totals for all quantifiable fields.
FR-BP-29	The system shall allow staff to adjust individual payments if a data entry error has been performed (i.e., amount on check differs from amount on receipt, or any other data has been entered incorrectly that would not allow accountant to reconcile receipts with actual payments).
FR-BP-30	The system shall allow staff to create approval and review workflows that allow supervisors to be notified and approve/reject entries if a data entry error is made by Rent Board staff. Error conditions will be identified during implementation of the system.
FR-BP-31	The system shall allow staff to assign a Deposit Number (issued by the City of Berkeley's Finance System) to deposited groups of payments. Once a group of payment has been deposited with Finance System, no additional edits to individual payments shall be allowed.
FR-BP-32	The System shall allow for the creation and definition of a Payment Lifecycle module with separate user roles and workflow paths that

	aligns and integrates with the Rent Board's other accounting/ERP systems.
FR-BP-33	System shall have the capability to define a separate Settlement and Small Claims Collections workflow process that integrates with the Accounts Receivable and Finance module.

C – COUNSELING

FR-C-01	The System shall provide a Housing Counseling case management system accessible by all Rent Board Staff to create cases and store case notes related to issues reported by property owners, tenants, and other clients. Issues include but are not limited to the Annual General Adjustment (AGA) and rent increases to harassment, eviction, and habitability; staff must have the ability to add issues. The System shall suggest existing issues to avoid duplicates.
FR-C-02	The case management system should allow clients the option to request appointments and sign-in electronically via an iPad, or PC computer station, in order to pre-populate case management with customer information.
FR-C-03	The case management screen shall allow Rent Board staff to easily locate a client's information, such as contact and property information from the database, and function to minimize the amount of data entry required by Rent Board staff. The Counseling/Case Management screens shall include the following information: • Client Name • Lead Case Counselor • First and Last Contact Date • Property Information • Previous case notes • Communications Form • Next steps choices (that integrate with Finance/Petitions/Registration Modules) • Existing referrals made • Services already offered
FR-C-04	The case management screen shall allow the capturing of the below listed information: • Case-Added By (Auto Populated) • Case-Updated By (Auto Populated) • Date and Time Case was Created

	• Case Status and assignment date • Client Type (tenant, landlord, attorney, advocate, etc.) • Property Address • Client Phone Number, primary and secondary • Client Email • Issue Type • Description of information/guidance provided by Housing Counselor • Interaction Information (Interaction Type, Length of interaction, Translator Type etc.) • Future Follow-Up Actions (Call, Email, Referral to City or Community Agency)
FR-C-05	The system shall allow Housing Counselors to create call logs for an existing case and to create aggregate reports with below listed information. • Case-Added By (Auto Populated) • Case-Updated By (Auto Populated) • Date and Time case was created • Client name • Client type (tenant, landlord, attorney, advocate, etc.) • Property address • Issue Type • Description of information/guidance provided by Housing Counselor • Call Information (Interaction Type, Length of call, Translator Type etc.) • Future Follow-Up Actions (Call, Email, Referral to City or Community Agency, etc.) In addition, the system shall allow Housing Counselors to create custom reports using all the data fields specified above. .
FR-C-06	The system shall allow Rent Board staff to add and remove issue types to the case management screen to update information relating to a single case.
FR-C-09	The system should include an integrated email or messaging system to allow for follow-up or response messages to clients. The system will maintain a record of correspondence that is associated with a particular case. Note: Not a high priority and could be accomplished with Microsoft suite integration; can be included in later phase.

FR-C-10	The system shall have an incident reporting feature that associates with clients (landlords, tenants, agents etc.) and allows for incident note entry (separate from case notes) and the selection of internal flags (see internal flag system). These flags will display whenever staff look up a property or unit associated with a client with an incident. Examples of incident related flags are: • Client seen by appointment only • Client can be seen by x staff person only • Refer client to manager and assign to Supervisor Only (SVO) client type • See incident report The flags should have space so staff can add additional comments (e.g.: Flag type: Client seen by appointment only. Note: Call manager immediately if they arrive without an appointment.) A complete list of flags will be provided during implementation of the system.

CP - COLLECTION PROCESS

FR-CP-01	The system shall allow Rent Board staff to start a collection case for all properties with outstanding fees and penalties. A collection case goes through multiple stages, e.g. an initial collection attempt is made by Rent Board staff to bring the property in compliance and the 6-month penalty amounts are put on hold. This is followed by suing the property owner if the attempt to collect fails, which is followed by the Rent Board placing a lien against the owner.
FR-CP-02	The system shall allow Rent Board staff to record various details related to collection attempts that are conducted for a property with delinquent fees and penalties. The system shall allow Rent Board staff to: • Log notes from phone conversation for each collection case by property. • Send and log email that was sent to the property owner or agent. • Create letter(s) that can be sent to the property owner and their agent, if they have one selected.
FR-CP-03	For properties that become compliant by settling their account, the system shall allow Rent Board staff to update the status of the property to remove them from the list of collections cases.

FR-CP-04	For properties that remain non-compliant, the system shall allow moving the case to the next stage, where the status of the case can be updated to court case and a type of case selected: Superior Court or Small Claims.
FR-CP-05	The Collections case management screen will, at minimum, allow entering/updating below attributes: • Case Number • Defendant Name (System Lookup, when applicable) • Defendant Address (System Lookup, when applicable) • Second Defendant Name (System Lookup, when applicable) • Second Defendant Address (System Lookup, when applicable) • Lawsuit Amount • Proof of Service Status • Court Date and Time • Court Department • Status of Case: • Filed • No Service • Court Date Set / No service • Court Date Set / Served by Sheriff • Court Date Set / Served by Process Server • Court Date Set / Served by Proxy Service • Settled + Amount Waived • Settled + Unit Exempt • Paid all fees and penalties + lawsuit dismissed with prejudice • Partially paid and entered into payment plan + lawsuit dismissed without prejudice • Paid fees and filed waiver + lawsuit dismissed without prejudice • Lawsuit Won + Court Fees • Lawsuit Lost • Lien + Date of Lien • Acknowledgement of Judgement Filed + Lien Removed • Notes • Documents • Amount
FR-CP-06	The system shall allow creating multiple cases on a property and shall list all the past cases on the property view with below details: • Case Number • Defendant Name • Lien amount

	• Date of lien Collection Cases need to be noted and separated by fiscal year and create a visible action on the property and transaction history.
FR-CP-07	The system shall allow a Rent Board staff to set and configure reminders for properties with liens to remind staff with specific user roles to renew liens within certain years. Staff with these user roles shall be able to remove judgment amounts for properties.
FR-CP-08	System shall align transaction history to small claims action menu with a numerical data type.

DM - DOCUMENT MANAGEMENT

FR-DM-01	The system shall have the ability to associate documents with multiple record types, including but not limited to: • Properties, units, owners/agents, tenants/clients, petitions or cases, hearings, payments, and invoices. • Support for many-to-many relationships so that a single document may be linked to multiple records without duplication. • Configurable metadata and indexing fields that staff administrators can modify without vendor intervention.
FR-DM-02	The system shall be capable of full-text search across all documents, including scanned documents, using OCR technology, and be capable of: • Filtered search by metadata, record type, date range, document category, and user-defined tags. • Bulk upload and drag-and-drop document intake. • Support for common file types, including PDF, Word, Excel, images, and other standard media formats.
FR-DM-03	The system shall be capable of meeting audit standards with full version control and functions for legal defensibility. • Complete audit trail capturing document creation, upload, access, and modification of metadata, downloads, retention actions, and deletions. • Version control with the ability to view, compare, and restore prior versions. • Legal hold functionality to suspend retention and destruction for specific cases, properties, or records subject to litigation, audit, or public records requests.

FR-DM-04	The Document Management System shall have built-in access control and security features including: • Role-based access controls down to the document level • Ability to segregate internal-only documents from documents that may be disclosed publicly. • Configurable permissions aligned with staff roles, supervisors, administrators, and external users where applicable.
FR-DM-05	The system shall support public records compliance through: • Support for configurable retention schedules aligned with the agency's records retention policies. • Automated retention and disposition workflows with approval controls. • Ability to generate disposition and destruction logs suitable for audit and compliance purposes.
FR-DM-06	The system shall support internal workflows with built-in templates, output, and disclosure support tools. • Support for document templates and standardized outputs (e.g., notices, letters, decisions), whether generated within the System or ingested from external tools. • Ability to support document packages for hearings, public records requests, or disclosures. • Redaction support or documented workflows for preparing public-facing records.
FR-DM-07	The system shall be able to scale to support the entire operation of the Rent Board and integrate with the Rent Board's existing technology environment. • Ability to scale to support the agency's full historical document archive and ongoing document growth without degradation of search or retrieval performance. • Clear description of storage limits, supported file sizes, and performance expectations. • Unified document access and search, even when integrated with external platforms such as Microsoft 365 or equivalent services. • Integration with identity management, email, and collaboration tools where applicable.
FR-DM-08	System shall perform a virus scan on all uploaded documents and quarantine or delete infected documents.

EHT - EMPTY HOMES TAX

FR-EHT-01	The system shall automatically create an Empty Homes Tax (EHT) case for every unit in a Not Available for Rent (NAR) status for 182 or more days (consecutive or non-consecutive) within a calendar year.
FR-EHT-02	The system shall track the start date of a unit's NAR status and maintain a running total of NAR days through the current date and total them by calendar year.
FR-EHT-03	The system shall support the generation of template letters and emails to notify owners or agents of units in NAR status about potential EHT liability. These templates must be customizable and support mail merge functionality.
FR-EHT-04	The system shall allow owners or property managers to submit EHT exemption and vacancy exclusion claims through the public portal, including the ability to upload required documentation. The system shall validate that a minimum number of required forms are submitted before allowing submission.
FR-EHT-05	The system shall allow Rent Board staff to assign exemption and exclusion cases to staff members for review. Staff must be able to update the case status to Approved, Denied, or Requires More Information.
FR-EHT-06	Upon decision, the system shall generate a decision notice and send it via email to the applicant, indicating whether the exemption or exclusion was approved or denied.
FR-EHT-07	For approved exemptions or exclusions, staff must be able to indicate the specific calendar year(s) for which the exemption applies.
FR-EHT-08	The system shall ensure that units with approved exemptions or exclusions are removed from the EHT-eligible list and do not appear in EHT reports or billing.
FR-EHT-09	The system shall exclude approved exclusion periods from the 182-day NAR count when determining EHT eligibility.

EV - EVICTION PROCESS

FR-EV-01	The system shall allow landlord to submit required evictions notices through the public portal and for staff to track and manage the required information for each eviction case, including: • Managing documentation • Date filed with RSB • Date notice given to tenant

	• Tenant Name • Unit Address • - Cause for eviction
FR-EV-02	The system shall allow staff to associate each eviction case with an existing unit and tenant within the database.
FR-EV-03	The system shall allow Rent Board staff to add property and unit information to the system while creating an eviction case if the unit is not registered and covered under rent ordinance.
FR-EV-04	The system shall allow Rent Board staff to record relocation payments that are collected and paid in relation to certain eviction types such as owner move-in (OMI) and Ellis Act.
FR-EV-05	The system shall allow the Rent Board staff to generate letters in response to Eviction Notices for both owners and tenants.
FR-EV-06	The system shall have the ability to assign evictions cases to the appropriate staff member for review.
FR-EV-07	The system shall have the ability to upload all documents related to an eviction case to the Document Management System.
FR-EV-08	The system shall list all the eviction cases for a unit/property under the unit/property detail screen.

EVP - EXEMPTION VERIFICATION PROCESS

FR-EVP-01	The system shall allow the Rent Board to define an internal workflow and approval process for the verification of exemption types such as unit Not Available for Rent, Owner-Use or Rent-Free.
FR-EVP-02	The system shall list all the units that have been claimed as exempt. Rent Board staff shall be able to create an exemption verification case for one or many units at a time. Exemptions made at the Property level shall trigger exemptions to all Units within that property.
FR-EVP-03	As part of the verification process, the system shall allow Rent Board staff the option to generate multiple notice letters and a final approval/denial letter to the property owner.
FR-EVP-04	As part of the verification process, the system shall allow Rent Board staff to define time to respond for the notice letters issued to owners.
FR-EVP-05	The system shall allow staff to add comments, approve or deny a case, change who the case is assigned to, save partial progress, and return to the Exemption case at any point during the process.

FR-EVP-06	The system shall also allow staff to export the open exemption cases to an Excel spreadsheet to manually verify the exemptions and then upload the spreadsheet to the system after all units have been checked to make all the changes to the system at one time.
FR-EVP-07	The system shall allow Rent Board staff to customize the template and content of the notice and denial letters generated by the system.
FR-EVP-08	The system shall auto-generate the following information in notice letters and automatically save and associate the document with the property in the Document Management System. • A unique case # such as 'EVP2026-00001' • Type of exemption claimed and date of exemption • Unit Mailing Address • Unit Address for the Subject
FR-EVP-09	The system shall allow Rent Board staff to create reminders for the number of days before a subsequent notice letter must be sent out. The exemption case shall reappear in the list of open exemption verification cases after the timer has expired.
FR-EVP-10	Upon successful verification of exemption, the system shall allow registration staff to set a reminder that will trigger reverification of the unit at a set time increment. The exemption case shall reappear in the list of open exemption verification cases after the reminder has expired. The system shall allow registration staff to manually pull cases back to their lists at any point during the process.
FR-EVP-11	The system shall allow reassigning an exemption case to another Rent Board staff.
FR-EVP-12	The system shall provide access to all active/open exemption verification cases in a tabular view.
FR-EVP-13	The system shall allow registration staff to deny the exemption claim and set the date that the unit was re-rented through a unit status change or deny the exemption claim and remove it completely through a delete unit status change. The system shall allow registration staff to add registration fees and penalties to be calculated by the system with the ability to edit as needed.

F - AUTOMATED & MANUAL SYSTEM FLAGS

FR-F-01	The system shall automatically create flags on properties, units, owners, agents or tenants based on certain predefined rules. For example, a recent change in ownership (within the last 6 months) should be flagged by the system and a message should appear when

	Rent Board staff views that property. Likewise a demolition application, Owner Move-in Eviction or Ellis Act shall result in automatic flagging the property.
FR-F-02	The system shall allow staff to manually create flags and notification on properties, units, owners, agents or tenants based on certain predefined rules, and set expirations/durations for these flags/notifications.

FPW - FEES, PENALTIES, AND WAIVERS

FR-FPW-01	Fees shall be assessed per property based on the Rent Board's adopted Annual Fee and number of RENTED units upon opening of the annual registration process (typically April 1). Annual registration fees shall be due July 1 or the first business day thereafter. Penalties shall be added to each Property account on a per-unit basis; each account shall be assessed automatic penalties in accordance with the schedule and amounts governed by the RSO and Rent Board regulations.
FR-FPW-02	The system shall be able to assess fees and penalties mid-year, on a per-unit basis when a unit status changes from EXEMPT to RENTED or PARTIALLY COVERED status.
FR-FPW-03	When a unit status changes from an exempt status to RENTED or PARTIALLY COVERED, the system shall calculate registration fees and penalties (when applicable) based on the date of the status change and in accordance with all applicable ordinances, regulations, and statute(s) of limitations. The system must be able to accurately calculate fees/penalties going back to June 1980 (when the Ordinance went into effect). Fees will be calculated appropriately depending on the individual rates assessed for RENTED and PARTIALLY COVERED units.
FR-FPW-05	The system shall accurately reflect all the outstanding fees and penalties in the Accounts Receivable Journal.
FR-FPW-06	The system shall allow Rent Board staff to utilize built-in approval workflows to manage the penalty waiver process for multiple staff-defined Waiver types.
FR-FPW-07	Staff shall be able to define an internal process for Automatic Waivers of penalties if registration fees are paid and a landlord brings the property into compliance within a pre-defined time frame after the assessment of the first late penalty.

FR-FPW-08	Staff shall have the ability to define the schema, including the amount and schedule, that the system uses to calculate 90-Day Administrative Waiver amounts based on the landlord's payment history for the property in accordance with the following schedule: • For the first late payment within the prior six years: 100% of penalties waived; • For the second late payment within the prior six years: 90% of penalties waived; • For the third late payment within the prior six years: 75% of penalties waived; • For the fourth late payment within the prior six years: 55% of penalties waived; • For the fifth late payment within the prior six years: 30% of penalties waived; • For the sixth late payment within the prior six years: waiver denied.
FR-FPW-09	When entering a payment for a fee + partial penalty received between July 2 and September 30, the system shall provide automatic adjustment of accounts receivable as described above, assuming the owner has paid the entire fee plus the correct penalty percentage.
FR-FPW-10	The system shall allow Rent Board staff to create a 90-Day Administrative waiver request for a property that can be reviewed and approved by the Rent Board.
FR-FPW-11	The waiver request case for Rent Board shall have the below information: • Waiver Number (System Generated) • Property Address • Transfer Date • # of Units on Property • # of Units Exempt • # of Units Partially Covered • Owner • Waiver Filed by • Other Berkeley Property Owned • Late Payment/Penalty History – Includes Registration Year, Units Registered Late, Registration Fees Paid, Date Fees Paid Penalties Charged, Penalties Forgiven, Penalties Due, and TOTALS of the three Penalties columns • Summary of Payment History • Reason for Penalties

	• Summary of Late Payments – Includes Registration Year, Units Registered Late, Registration Fees Paid, Date Fees Paid Penalties Charged, Penalties Forgiven, Penalties Due, and TOTALS of the three Penalties columns • Grounds Under Regulation 884B • Good Cause Claimed by Owner • Recommendation • Staff Analysis
FR-FPW-12	The system shall aggregate data and information from each Waiver case into a report format that contains the relevant data for the Board packet and for Commissioners to review and make determinations.
FR-FPW-13	The system shall allow Rent Board staff to manually update accounts receivable depending on the amount approved/waived by the Berkeley Rent Board and maintain an automatic log and audit trail of modifications to AR.

I - INTEGRATION WITH OTHER SYSTEMS

FR-I-01	The system shall provide secured APIs that will allow other external systems to integrate with the solution and enable data analysis, business analytics, and compliance reporting for both internal and external users.
FR-I-02	The system shall integrate with City's GIS Parcel Layer to validate a Property address when a new Property is added.
FR-I-03	The system should have the capability to integrate with e-mail, phone, and other agency contact channels to allow staff to easily create new cases based on client contacts.
FR-I-04	System shall allow for staff to create built-in approval workflows and notifications for all business processes and define the relevant user roles within that process that are integrated with user dashboards.
FR-I-04	System shall integrate with Microsoft Active Directory and Microsoft 365 applications including Teams, SharePoint, and Outlook.

MP - MEDIATION PROCESS

FR-MP-01	The system shall allow Rent Board staff to administer the Mediation process, assign workflow roles to users, and record the results and notes associated with the mediation in the property case log.

FR-MP-02	The system shall allow Rent Board staff to create a mediation case against a unit in the system and move it to different stages of process such as requested, assigned, in mediation, closure, and re-open.
FR-MP-03	After a mediation case is created, Rent Board staff shall be able to upload documents and supporting documents that were provided by the requestor, and any settlement agreement that was reached.
FR-MP-04	The system shall allow Rent Board staff to select multiple issues involved, create case notes, reminders, and select reasons why a case was closed.
FR-MP-05	The system's public portal shall allow landlords and tenants to complete forms and submit mediation requests online.

NL - NOTICES & LETTERS

FR-NL-01	The system shall allow staff to generate notices for all units based on criteria and data held within the system. For example, for all units in a RENTED status, system shall generate notices of Apparent Lawful Rent Ceiling both in batch and on-demand processes.
FR-NL-02	Notices shall be easily saved to a format that will allow for electronic delivery, as well as generate mailing addresses and letter formats that are compatible with bulk mailing services through U.S. Mail.
FR-NL-03	System shall batch generate Tenant and Owner ALRC notices for all fully-covered units in RENTED status.

O - OWNER & OWNER REPRESENTATIVE INFORMATION

FR-O-01	The system shall allow Rent Board staff to add and update owner information for a property.
FR-O-02	The system shall maintain a historical record of ownership information for a property and internal users should be able to view the history within the system and export reports to commonly-used formats.
FR-O-03	The owner management screen at minimum shall allow Rent Board staff to enter/update below listed attributes: • First name • Last name • Middle Initial • Suffix • Address • Primary email address • Secondary email address

	• Primary Phone number • Secondary Phone Number • Owner type (LLC, trust, and individual) • Bill receipt preference (email or mail)
FR-O-04	The system shall generate a unique owner code identifier for every owner in the system.
FR-O-05	The system shall allow Rent Board staff to look up owner information by any of the owner information fields, properties owned, and ownership percentages by billing code.
FR-O-06	The system shall create an audit trail any time a change is made to property or unit information. The audit trail shall be easily accessible to agency users.

PCC - PROPERTY COMPLIANCE & CERTIFICATION

FR-PCC-01	The system shall allow Planning Unit staff to make changes to Property and certify planning and building data for properties, including. • Property and Unit Types • Legal Number of Units • APN • Date of Certification
FR-PH-02	The system shall allow staff to initiate a Property Compliance and Certification investigation request, either standalone or connected to other case types within the system (such as Counseling, Registration, Mediations, Petitions). The system shall allow the cases to be assigned to staff members in the Planning user role and allow users to upload property information, respond with findings, and update certification status.
FR-PH-03	The system shall allow for external users to initiate property certification requests if their property is

PH - PETITIONS & HEARING PROCESS

FR-PH-01	The system shall allow Rent Board staff to define user roles, notifications, approval workflows, and deadlines for all petition processes.
FR-PH-02	The system shall allow Rent Board staff to create a petition case related to a unit in the system and move it to different stages of the process such as Petition Initiation, Pre-hearing and Appeals.

FR-PH-03	The system shall allow the petition process to be initiated and move forward for a property independently of its registration status.
FR-PH-04	After a petition case is created, Rent Board staff shall be able to upload the petition document and supporting document that was provided by the petitioner.
FR-PH-05	The system shall allow Rent Board staff to reassign a case to other staff members as the hearing examiner based on defined user roles within the system.
FR-PH-07	The system shall allow a hearing examiner to generate a response form to the opposing party that includes a notice of the right to object to the petition, a list of the possible objections, and a notice that a failure to object within 20 days of the date the notice is mailed may constitute a waiver of the respondent's right to object.
FR-PH-08	The system shall allow Rent Board staff in the Hearing Examiner role to add and update the list of possible objections.
FR-PH-09	The system shall allow Rent Board staff to update the content and layout of the response form.
FR-PH-10	The system shall allow a hearing examiner to set up reminders for the objection period expiration.
FR-PH-11	After the response form is filed, the system shall allow the hearing examiner to schedule a hearing and generate emails and letters to notify each party by mail of the time and date.
FR-PH-12	The system shall allow Rent Board staff to record pre-hearing decisions and agreement documents on a case if the parties reach an agreement.
FR-PH-13	The system shall allow Rent Board staff to upload all the documents related to a hearing such as evidence, proof of service, subpoenas, and recordings from hearing sessions.
FR-PH-14	The system shall allow Rent Board staff to make changes to AGA, Rent Ceilings, and Rent Journal for a unit as part of hearing decisions.
FR-PH-15	The system shall allow Rent Board staff to correct a vacancy registration as part of hearing decisions.
FR-PH-16	The system shall allow Rent Board staff to record decisions on a case without hearing if 1) no objections are filed, 2) the petitioner does not request a hearing, or 3) the hearing examiner determines that a decision can be rendered without the need for live testimony.

FR-PH-17	The system shall allow Rent Board staff to initiate an appeal process if either parties are not satisfied by the hearing examiner's decision, with an automatic expiration date in accordance with regulations if no action is taken.
FR-PH-18	The system shall allow Rent Board staff to upload all the relevant documents to the case when an Appeal process and workflow is initiated.
FR-PH-19	The system shall allow Rent Board staff to generate a recommendation package that is recorded to the Document Management System, and available to the petitioner through the Public Portal.
FR-PH-20	The system shall allow Rent Board staff to record a decision to affirm, modify, reverse, or remand the hearing examiner's decision based on the outcome of the Appeal.
FR-PH-21	The system shall provide the flexibility to reconfigure/alter the hearing process in future if a change is desired.
FR-PH-22	The system shall allow Rent Board staff to reconfigure/alter document types that shall be collected during the entire process.
FR-PH-23	The system shall allow Rent Board staff to record notes, comments and outcomes at every stage of the hearing process and clearly identify if a change to AGA or Rent Journal was made.
FR-PH-24	The system shall allow Rent Board staff to manually change individual units to a “non-compliant” status pursuant to a hearing decision so that the AGA will not be granted.
FR-PH-25	The system shall allow Rent Board staff to consolidate and de-consolidate petition cases in order to allow certain petition cases to be processed together. This feature should allow Rent Board staff to: • Associate and disassociate petition cases. • Identify one of the associated petition cases as a master case. • Allow updating attributes with associated cases in bulk, by entering data on the master case. • User shall be able to update data on an individual case. Rent board staff shall be able to de-associate and process these cases separately.
FR-PH-26	The system’s public portal shall allow landlords and tenants to complete online forms and upload documents to submit filings related to petitions, including the petition package, respondent’s objection,

	continuance requests, exhibit lists, and the actual exhibits, as well as view final petition documents once a decision is made.

PP - PUBLIC PORTAL

FR-PP-01	The system shall allow landlord and agents to register for a username and password to login into the public portal.
FR-PP-02	The system shall follow best practices for security, accessibility, and user experience for an online user-based system, including multi-factor authentication, password enforcement, and account recovery.
FR-PP-03	The registration process shall use property and billing code and email information to identify and validate a user.
FR-PP-04	The system shall allow authorized users to login to the public portal to view all activity related to their properties or units, including outstanding balances, unit status, registration status, active petitions, mediations, and exemption requests.
FR-PP-05	The system shall allow authorized users to register a new tenancy for "Rented" status properties using the public portal.
FR-PP-06	The system shall allow authorized public portal users to initiate exemption requests and upload all associated documents.
FR-PP-07	The system shall display a real-time, comprehensive balance for each property, inclusive of all current and prior year registration fees, penalties, waivers, and applicable exemptions regardless of registration status. The system must: • Show current fiscal year charges (fees and penalties) even if registration is not yet closed. • Clearly distinguish between current and prior year charges, while also presenting a total amount due. • Automatically update the total balance when exemptions are applied, ensuring property owners see an accurate amount owed at all times. • Allow authorized users and property owners to view and pay the full balance through the public portal, with itemized breakdowns for transparency.
FR-PP-08	The system shall present a clear breakdown of all the fees and penalties for a property, when user is attempting to make a payment using the public portal.

FR-PP-09	The system shall present the processing fees associated with payment to the user, when a user is attempting to make a payment using the public portal.
FR-PP-10	The system shall allow authorized users to update their online account profile for the public portal.
FR-PP-11	The system shall allow Rent Board staff to view new Login ID requests and set up new user accounts for the public portal.
FR-PP-12	The system shall allow Rent Board staff to manage user accounts for the public portal.
FR-PP-13	The system shall integrate seamlessly with the payment processor, providing an integrated connected flow for the user when making payment.
FR-PP-14	The system shall allow Rent Board staff to post informational messages to the public portal in certain predefined sections of the website.
FR-PP-15	The system shall provide a data dashboard for users to view information on unit address, status, tenancy start date, rent ceiling, housing services, # bedrooms, and #occupants to a public-facing data dashboard. Staff shall be able to define which data types in the system are displayed and available for viewing and export from the data dashboard.

RD - REPORTING & DASHBOARDS

FR-RD-01	The system shall provide a dashboard that will capture the current operational state of the Rent Board. This operational dashboard shall include, but not be limited to: • Total number of active cases in the system, by case type such as registration, exemption verification, counseling, petitions, collections, etc. in a given period. • Total number of cases assigned to each member of the registration unit in a given period. • Number of cases open and pending a first action by case type in a given period. • Number of cases closed and verified in a given period. • Average resolution time by case type in a given period.
FR-RD-02	The system shall provide a property and unit dashboard for the registration team that shall include:

	• Total number of units in compliance in a given period. • Total number of units in various types of status in a given period. • Total number of units in exemption verification process in a given period. • Total number of units involved in evictions in a given period.
FR-RD-03	The system shall provide a dashboard for the registration team that shall include: • Total number of new tenancies (currently represented by Vacancy Registration Forms) filed in a given period. • Total number of unit status changes performed in a given period.
FR-RD-04	The system shall provide a financial dashboard that shall include: • Total Payments collected, by payment type in a given period. • Total Payments (collected & outstanding) by fee type in a given period. • Internal expenditures and revenues against approved budget allocations
FR-RD-05	The system shall provide a Hearing Examiner/Mediator dashboard that shall include: • Total Petitions filed, by petition type in a given period. • Total Petitions filed by outcomes in a given period. • Average resolution time for petition cases. • Total Mediations requested, by mediation issue(s) in a given period. • Total Mediations filed by issue(s) and outcomes in a given period. • Average resolution time for mediation cases by reasons for closing.
FR-RD-06	The system should provide a Public Information Unit/Counseling Dashboard that shall include: • Data on the number of open cases, able to be filtered by date range and counselor name • Number of recent cases opened by counselors • Number of recent cases by topic • Average number of cases by topic • Daily, weekly, and monthly client activity to counselors (calls, emails, appointments)

	• Average open case time by date range, type, and counselor
FR-RD-07	The system should provide a Housing Counselor dashboard for users in the Housing Counselor role. This dashboard should include the following information: • Number of open cases for the User • Number of recent cases (default to last 5 business days). • Number of cases by issue and status (Select past week, month, quarter, or year). • A clickable list of current open cases with key information such as client name, property/unit address, case type, case created date, and deadline.
FR-RD-08	The system shall produce reports that are exportable to csv, excel, and pdf. Data in CSV, and XLS format shall export in data types relevant to that field that enable further processing and analysis of the data. Reports shall be able to be bookmarked, shared, and saved with internal staff. The system shall be able to produce the following reports at a minimum. This list is not comprehensive. • Data by unit, current data. For internal staff use. • Data by unit, current data. For use by the public. This report masks the status of subsidized units and changes their status to MISC. This report also excludes tenant names. • All rented units report as of selected date. This report produces data for all units with a “rented” status as of the entered data, and the rest of the unit data must reflect what was true on the entered date. • New Tenancy by Date. User must give a date range and report produces unit by unit data for tenancies that began within that date range. If a particular unit has multiple tenancies within the entered date range they should all be included in the report. • Evictions Report. The system should produce a report of all evictions entered in the system. • Owner Contact Info Report. This report should produce name, mailing address, email, and phone number of each owner with at least one unit with a rented status. • Tenant Contact Info Report. This report should produce name, mailing address, email, and phone number of each tenant of a unit with a rented status. • Billing Contact Report. This report should produce name, mailing address, email, and phone number of each owner or

	agent that is the designated billing contact for all properties with at least one unit in a rented status. • Rental Income Report. This report generates a calendar year estimate of rental income (based on the monthly rent ceiling) of all properties with at least one rented unit at any time during the selected year.
FR-RD-09	The system shall provide the ability to explore the data and create custom reports and dashboards from data in the database/tables and be able to save and share custom reports.
FR-RD-10	Users shall be able to save custom reports to their own user dashboard.

RF - REGISTRATION FORMS

FR-RF-01	The system shall allow registration staff to create and enter required Registration forms into the system, including Initial Registration Statements (IRS), Amended Registration Statements (ARS), Vacancy Registration (VR), and others.
FR-RF-02	The system shall allow for forms to collect data for the following fields: • Ownership, mailing, and billing contact • Unit status and claim exemptions • Rental history • Tenancy history • - Housing services
FR-RF-03	The system shall allow registration staff to look up property and unit information from existing records before creating a new property or unit, while entering information.
FR-RF-04	The system shall prevent registration staff from creating duplicate property or unit information and deliver warning message.
FR-RF-05	The system shall allow staff to look up and verify owner/manager information before creating a new owner or agent.
FR-RF-06	The system shall have the ability to check for conflicting information between new forms and existing system data.
FR-RF-07	The system shall calculate outstanding fees and penalties owed on the property based on information entered by staff.

FR-RF-08	The system shall allow uploading an application and other documents to the Document Management System as part of processing any registration forms.
FR-RF-09	The system shall allow staff to start, stop, and resume processing of all forms, and store incomplete forms so that they can be completed and submitted at a later time.
FR-RF-10	The system shall allow registration staff to assign pending applications to other staff members based on user role permissions.
FR-RF-11	The system shall allow creating an exemption verification process if there is an exemption claimed during the processing of IRS/ARS or VR forms.
FR-RF-12	The system shall automatically update tenancy information for both tenant and owner user profiles based on the information given in the application.

RJ - RENT JOURNAL

FR-RJ-01	The system shall allow users to view rent journals for each unit, maintained in chronological order. Staff shall be able to define which fields are viewable by user type.
FR-RJ-02	A rent journal entry shall capture below listed information: • Rent Effective Date • Description/Reason for Adjustment/Exemption • Adjustment Amount • Adjustment Type • Temporary or Non-temporary Adjustment • Adjustment/Exemption Granted Date • Adjustment/Exemption Stop Date • Total Rent Including Adjustments and Exemptions • Total Rent Excluding Adjustments and Exemptions • Entry Type – Auto or Manual • Entry Date • Entry User
FR-RJ-03	The system shall allow staff to add a new rent journal entry to update rent ceilings based on the results of Petition/Hearing decisions.
FR-RJ-04	The Rent Journal function shall be able to flag and upload to the Document Management System when a Certificate of Permissible Rent Level is completed for a specific property/unit.

T - TENANT INFORMATION

FR-T-01	The system shall allow Rent Board staff to add and update tenant information for a unit.
FR-T-02	The Tenant Management screen shall allow Rent Board staff to enter/update below listed attributes for all units regardless of unit coverage. • First Name • Last Name • Middle Name/Initial • Phone Number • Primary Email Address
FR-T-03	The system shall check if the tenant is already listed as part of a tenancy on an existing rental unit and notify Rent Board users of potential duplicate entries during the tenancy registration process.

UP - UNIT & PROPERTY INFORMATION

FR-UP-01	The system shall allow Rent Board staff to add and update property and unit information. Rent Board staff must be able to add a property as part of both the initial registration process or as a stand-alone data entry process.
FR-UP-02	The property management screen at minimum shall allow entering/updating the below listed attributes: • Tract • Subdivision • Assessor's Parcel Number (APN) • Number of units • Details about compliance • Type of building • Owner information • Owner representative information • Additional owner information & their ownership percentages • Agent information • Coverage Type • Property Flags • Property Notes
FR-UP-03	The system shall allow adding and updating units within a property. A unit can be added as part of the initial registration process or as a stand-alone data entry task.

FR-UP-04	The unit management screen at minimum shall allow entering/updating the below listed attributes: • Number of bedrooms • Unit type • Unit status • Unit smoking prohibition • Services available • Unit secondary address • Details about compliance • Unit Coverage Type
FR-UP-05	The system shall create an audit trail any time a change is made to property or unit information. The audit trail shall be easily accessible to designated agency users.
FR-UP-06	The system shall allow Rent Board staff to track and manage Condo Conversion and Parcel Splits and allow for unit occupancy and rental history to be ported over new condo parcels or new lots after parcel splits.
FR-UP-07	The system shall allow Rent Board staff to deny Annual General Adjustments (AGA) based on a set of predefined conditions.

UR - USER ROLES & ACCESS

FR-UR-01	The system shall allow Rent Board staff to configure user roles and access privileges (such as Administrator, Supervisor, Registration Specialist, Housing Counselor, Hearings Examiner). A detailed list will be developed during the system implementation.
FR-UR-02	The system shall allow Rent Board staff to create new users under these roles and grant access permissions.
FR-UR-03	The system shall allow Rent Board staff to block internal and external user accounts and add or remove access privileges both at the user role and user level.
FR-UR-04	The system shall retain information associated with users that are no longer active in the system.

APPENDIX B – SCOPE OF SERVICES DELIVERABLES

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APPENDIX B
Scope of Services – List of Deliverables

No.	Deliverable	Frequency or Number
A-1	Business Requirements Document (BRD)	1 Draft & 1 Final version
A-2	Functional Specifications Document (FSD)	1 Draft & 1 Final version
A-3	Process Flow Diagrams	1 Draft & 1 Final version
A-4	Gap Analysis Reports	1 Draft & 1 Final version
A-5	Preliminary Data Migration Plan	1 Draft & 1 Final version
B-1	System Design Document	1 Draft & 1 Final version
B-2	UI/UX Wireframes	1 Draft & 1 Final version
B-3	UI/UX Final Designs	1 Draft & 1 Final version
B-4	Review Environment	As requested/required
B-5	Data Migration Plan & Execution	1 Draft & 1 Final version
B-6	System Installation & Production	Once after Board approval
B-7	Administration Manual	1 Draft & 1 Final version
B-8	Acceptance Test Plan	1 Draft & 1 Final version
B-9	System Resiliency Plan	1 Draft & 1 Final version
C-1	Acceptance Testing	As scheduled and approved by Board
C-2	System Verification Review (SVR)	Due 10 days after test completion
D-1	Training Plan and Schedule	1 Draft & 1 Final Version
D-2	Training Materials (Written and Video)	Drafts & Final Versions
D-3	Training Sessions	As scheduled and approved by Board
D-4	Training Summary Report	1 Draft & 1 Final Version
D-5	Knowledge Transfer Completion Report	1 Draft & 1 Final Version
E-1	Operational Readiness Review (ORR) Certification	Per schedule approved by Board
E-2	Final Readiness Checklist	1 Draft & 1 Final Versions
E-3	Final data migration from current system	Per schedule approved by Board
E-4	New System Launch	Per schedule approved by Board
E-5	Post Transition Report	Within 10 business days of system launch
F-1	Ongoing System Maintenance	Daily and as needed.
F-2	Monthly System Performance Reports	Monthly
F-3	Improvements & New Developments	Per separate agreements
F-4	Updated documentation as needed	As needed
G-1	Disposition Plan	No later than 30 days prior to the EOL date, as approved by the Rent Board.
G-2	Transition Report	Within 5 business days after the EOL date.
G-3	Archived Materials	By EOL date

APPENDIX C – PRIVACY, SECURITY, AND RESILIENCE REQUIREMENTS

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APPENDIX C - PRIVACY, SECURITY, AND RESILIENCE

This is an Appendix attached to and incorporated by reference with the Agreement made on DATE between the CITY OF BERKELEY (“City”) and <Vendor’s Name>, (“Consultant”), providing for the licensing and services related to the <Vendor’s Name> hosted software system (Software).

1. INFORMATION SECURITY AND PRIVACY

1.1. Consultant understands and agrees that, in the performance of the services under this Agreement, Consultant may have access to private or confidential information owned or controlled by City and that such information may contain confidential or proprietary details, the disclosure of which to third parties may be damaging to City.

1.2. Consultant’s provision of Hosted Services requires Consultant to collect information that may include confidential and private information from/or about third parties. Consultant is authorized by the Agreement to collect, store, disclose or otherwise handle data that is regulated or otherwise recognized by City as privacy data but not Health Insurance Portability and Accountability Act (“HIPAA”) regulated data (including records and metadata). Vendor shall retain data only for deliberate, documented purposes. Vendor shall ensure that the longest retention period any privacy data is subject to dictates the end of that data’s business purpose defined by City and this Agreement

1.3. Consultant will store the information on a secure remote server using reasonable safeguards in accordance with the Security Standards of the Agreement codified in DATA SECURITY (Section 2 below) and Consultant’s published on-line privacy policies and in compliance with applicable laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary and confidential data. City will be responsible for protecting the privacy and security of any information that City retrieves from Consultant‘s servers and shall prevent any unauthorized or illegal use or dissemination of such information and shall be solely responsible for ensuring compliance with any applicable data and privacy protection laws, codes of practice, and other legal obligations associated with the collection, use and disclosure of personal information by City, including such disclosure to Consultant as is necessary for Consultant to provide the Services to City. City shall exclusively own the personal data collected and managed by Consultant in connection with the Hosted Services, provided however that Consultant is granted a royalty-free, perpetual, non-exclusive right and license to use, reproduce, distribute and adapt the collected data as is necessary for Consultant to perform its obligations under this Agreement.

1.4. <u>Compliance with laws:</u> CONSULTANT shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of CONSULTANT by law. City of Berkeley shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of City Data in CONSULTANT systems through the Subscription Service. City agrees to provide any required disclosures to and obtain any required consents for the transfer of City Data to CONSULTANT.

2. DATA SECURITY

Consultant shall establish, implement and maintain security written procedures, practices and internal controls appropriate to information technology (IT) service Consultants (ITSP) to support the following minimum information security standards (these “Security Standards”) which protect City Data from unauthorized access, destruction, use, modification, or disclosure, as described in Consultant’s Data Security Guide attached hereto, and incorporated herein by reference:

2.1. ADMINISTRATIVE CONTROLS

- Security Officer: Appoint a head security officer to be responsible for implementing policies, procedures and internal controls to carry out these Security Standards.

- Cyber-Resilience Program: Document in a Data Security Guide the Consultant's cyber-resilience program. Consultant's cyber-resilience program will include, at a minimum: (i) physical, administrative and technical security controls; (ii) service interruption and data breach notification procedures (such as runbook) and metrics; (iii) release and system upgrade policy and procedures that include and address cybersecurity; (iv) service and disaster availability procedures (such as runbook) and metrics; and (v) Consultant's security, governance, and compliance policy and procedures applicable to its third-parties.

- Personnel Security: To the fullest extent allowed under applicable laws, Vendor shall not hire, retain or engage officers or employees (including de facto employees, or agents or third-party contractors having officers or employees), collectively "Workers," who have been convicted of or entered into a court-supervised diversion program for fraud, embezzlement, larceny, perjury, terrorism, or breach of trust or fiduciary duty, to perform any responsibilities or functions in connection with:

    - Processing City's private or confidential information owned or controlled by City, or
    - Creating, programming, or maintaining security-related IT environments, systems, applications, or technical services in connection with the Agreement

- Personnel Training: Train Workers on these Security Standards, and contractually bind Workers to the obligation to comply with these Security Standards and maintain the physical, operational and technological security of City private and confidential information.

- Secure Areas: Restrict, control and monitor all physical and logical areas in Consultant's IT environments that contain City private and confidential information, servers, switches, developers and administrators' work areas, or other operationally sensitive equipment ("Secure Area"). Physical Secure Areas controls are addressed are addressed in Physical Controls (Section 2.4). Logical Secure Areas controls are addressed in Technical Controls (Section 2.5) and Remote Access (APPENDIX D).

- Approved Access: Approve all physical and logical access for physical and logical Secure Areas. Consultant's Secure Area access-approval process must be documented and records must be maintained for three (3) years.

2.2. TESTING

- Disaster Recovery (DR) Testing: Test Consultant's DR plan each time the plan is re-published, but not less than once every twelve (12) months, by using any of several standard testing methods, including without limitation structured read-throughs, scenario or tabletop testing, functional testing, and full-scale testing.

- Security Testing: Implement a repeatable and documented set of security tests for hardware, software and services – including but not limited to the production environment, releases of Software-as-a-Service (SaaS), other Cloud-based "as-a-Services" (PaaS, IaaS, DRaaS, etc.), containers and application program interfaces (APIs) used to deliver services of the Agreement or host City data within the scope of the Agreement. Determine the objectives of each security test, and tailor the approach accordingly. Analyze findings, and develop mitigation techniques to address (i) poor testing effectiveness metrics and (ii) any weaknesses discovered through the tests. At the City's request, cooperate with City and its contracted resources to conduct security quality assurance and penetration tests on a mutually agreeable schedule.

2.3. RECORD RETENTION

- IT Operations Logs and Records: Maintain, and be prepared to show City at City's request, complete, clear and accurate logs, trouble-ticket logs, records of patches applied, and reports documenting the security tools, devices, measures, controls, procedures and practices for implementing these Security Standards.

- Logical Access Logs and Records: Retain all identity and access management (IAM) records for at least three years, and make them available for City's inspection in accordance with the audit provisions of the Agreement. Records need not be retained on systems brokering access. At minimum, the identity and date and time of access by any party (including but not limited to Workers) as well as all changes in elevated privileges must be included. Include in these records signed approvals, following Consultant's Secure Area access-approval process, for access to and the hierarchy of provisioned privileges within logical Secure Areas by Workers and any other persons authorized.

- Physical Access Logs and Records: Retain for at least three years all physical access records for all Secure Areas that host or access IT used to deliver hardware, software and services – including but not limited to releases of Software-as-a-Service (SaaS), other Cloud-based "as-a-Services" (PaaS, IaaS, DRaaS, etc.), containers and APIs to City under the Agreement, and make them available for City's inspection in accordance with the audit provisions of the Agreement. At minimum, the identity and date and time of access by any party (including but not limited to Workers) must be included. Include in these records signed approvals, following Consultant's Secure Area access-approval process, for access to physical Secure Areas by Workers and any other persons authorized.

- Incident Logs: Provide City with a quarterly consolidated report that includes all reported and researched security incidents.

- DR Test Results: Report in writing the results of each DR test and deliver the written test results, certified and signed by Consultant's authorized officer, to City's Department of IT within ninety (90) days following completion of the test. The report must include: (i) any errors, omissions, inaccuracies and outdated information discovered in the DR plan by the test, (ii) corrective action planned for these errors, omissions, inaccuracies and outdated information, and (iii) the date by which Consultant will complete corrective actions.

2.4. PHYSICAL CONTROLS

- **PHYSICAL ACCESS MANAGEMENT**

Implement and regularly test the following physical security measures in each physical Secure Area, as detailed below:

2.4..1. Card Access Control: Use card-access controls to partition physical Secure Areas.

2.4..2. CCTV coverage: Use CCTV monitoring and recording devices, including motion-activated devices, in all physical Secure Areas containing: hard copies of City private and confidential information, including without limitation our proprietary operational information); servers, transfer switches, telecom link-lines or card-access system links; access areas to and from general work areas; hardware security modules (HSM) and key management equipment, tokens and codes; and all sensitive/restricted areas.

2.4..3. Physical security presence: Use guards where Card Access Control and CCTV coverage are not possible or are not industry best practice.

2.4..4. Security management monitoring: Use supervisors, staff monitoring CCTV, and other overseers of physical security to ensure dual-control of physical Secure Areas.

2.4..5. Segregate all City's physical and virtual IT environments, servers, switches and operationally sensitive instances and equipment from those for services and functions Consultant performs for Consultant's clients and consumers other than City.

2.4..6. Do not allow Consultant's outside support-services personnel to access physical Secure Areas. All access to these areas by support services personnel must be controlled, documented and physically accompanied by Consultant's pre-approved staff.

2.5. TECHNICAL CONTROLS

- **SYSTEMS AND APPLICATIONS RESILIENCE**

2.5..1. Consistent Emphasis on Security: Throughout the design, development and distribution (in any medium) of IT environments, service, containers, systems, releases, hardware and software applications and APIs, consistently apply information-security and technology-security considerations, and maintain industry-relevant, state-of-the-art security tools, devices, measures, controls, procedures and practices.

2.5..2. Fully Documented Features: Develop hardware, software and services – including but not limited to releases of Software-as-a-Service (SaaS), other Cloud-based "as-a-Services" (PaaS, IaaS, DRaaS, etc.), containers and APIs – by using only fully documented features that do not disregard or circumvent these Security Standards, including without limitation, bypassing or blocking security controls. Promptly report to City (during the design phase) any deviations from the foregoing requirement and cooperate with and support City to remove those deviations. If Consultant or City discovers any inadequate or inappropriate security, promptly take corrective action. Cooperate with City if same decides to block or remove/de-install Consultant's product from City IT until the undocumented features and/or security-threatening deviations are corrected. Ensure that hardware and software developed by agents and third-party contractors also meet these requirements.

2.5..3. Change and Version Management: Maintain configurations and versions of products or services (including without limitation releases, software, containers, and APIs) through change management and version control. Maintain hard-copy and electronic documents showing the configuration and version control of products and services that Consultant delivers to City under the Agreement. Normally, a Change Control Request (CCR) shall be submitted by Consultant as a notification to the City Change Advisory Board (CAB) – no approval is required. When City testing of the CCR is anticipated or required, Consultant shall submit CCR at least two (2) weeks advanced and CCR must be approved by CAB. CCRs disapproved by CAB cannot be implemented by Consultant.

2.5..4. Data Back-up: Protect and back-up releases, software containers and APIs, program files and data, and all City's data, including without limitation City's private and confidential information needed for the operation of Agreement-required functions to a secure off-site location (sufficiently distant so as to avoid the effects of an interruption that affects your processing center).

2.5..5. Continuity: In the event the hosted service or any component thereof is rendered inoperative as a result of a natural or other disaster, continue to meet the terms and requirements of the Agreement through alternative means until your Agreement-required functions are recovered.

2.5..6. Restoration: In the event the hosted service or any component thereof is rendered inoperative as a result of a natural or other disaster, complete the recovery, resumption, and/or restoration activities as described in Consultant's DR Plan to achieve the Recovery Time Objective (RTO) of each affected function.

2.5..7. Unrecoverable Disaster: In the event the hosted service or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, Consultant will make all commercially reasonable efforts to facilitate the expeditious restoration of the services. Where Consultant is unable to restore Services in a reasonable timeframe as specified by service-level agreement (SLA), City may exercise its right to terminate the agreement.

- **LOGICAL ACCESS MANAGEMENT**

Consultant's identity and access management (IAM) technology implements:

2.5..8. Least Privilege: Limits systems access to Workers and resources that are needed to perform specific responsibilities or functions.

2.5..9. Access Accounts: Assigns an individual account to each Worker who is given systems access. The access account must be authorized through NEXGEN' documented IAM system and registered to the individual Worker.

2.5..10. Authentication and Authorization Credentials: Requires each access-authorized Worker to use an authentication mechanism and unique credentials (e.g., ID and passcode/password) for that Worker's access account. Prohibits Workers from writing down, from sharing such credentials with anyone, from storing such credential in login scripts or other human-readable forms, from hard-coding such credentials in computers, from placing such credentials in any other locations, or from programming such credentials into function keys without appropriate login controls and encryption protection. Powerful accounts must be afforded strong protection, such as multifactor authentication (MFA/2FA) for administrators.

2.5..11. Process and Service Accounts: Assigns process and service accounts. Define and classify process and service accounts. Proactively manage, monitor, and control process and service account access by automatically discovering and storing accounts; scheduling credential rotation; audit, analyze, and manage activity; and monitor credentials to quickly detect and respond to suspicious and malicious activity.

2.5..12. Worker Access Review and Termination: Periodic access reviews that audit and monitor all users, especially those with elevated rights, on the Consultant's systems, and enable the immediate termination of access and privileges as warranted by change of job duties or termination in accordance with the principle of least privilege. The access of City Workers for whom we have given written notice to Consultant must be blocked or the authentication mechanism must otherwise invalidate access attempts within one (1) day of notice. Documentation of access reviews and termination actions must facilitate reporting to and examination by the City.

2.5..13. Cloud Access Provisioning: Cloud Service Consultants (CSP) support City's use of a Cloud Access Security Broker (CASB), including but not limited to managing an Internet Protocol (IP) whitelist and IPSEC/GRE tunneling, as appropriate, to explicitly restrict and permit traffic into and out of City's instance.

- **UNAUTHORIZED TRAFFIC**

Design, develop and maintain instances, releases, devices, networks and systems (collectively, "IT") and the connectivity of Consultant's IT to City IT (or to the IT of the City's third-party contractors) which prevent unauthorized traffic from accessing or passing through City IT (or the IT of the City's third-party contractors).

2.5..14. Storage, Handling and Disposal of City Data: Separate and segregate all City private and confidential information received (whether received from the City or from another source), developed or processed under the Agreement from all information other than City data. At a minimum, encrypt all such data in storage and transit following industry standards and as technology permits. Where specified by the City, provide the City the capability to encrypt private and confidential information using City owned and managed key management technologies. Unless the City directs otherwise, properly destroy City private and confidential information when no longer required by the business processes of the Agreement, in accordance with industry best practices, provided that such destruction meets any requirements that the City reasonably specifies.

2.5..15. Security Vulnerability Notification and Resolution: Subscribe to third-party, industry-recognized security-vulnerability and security-notification services applicable to Consultant's IT used to store, handle or dispose of City private and confidential data. In a timely manner, review associated notifications and patches, test patches, schedule and apply patches, validate patch implementation, and record the findings, results and action taken (scheduled and ad hoc) as a result of these reviews.

Include, at a minimum, security vulnerability resolution measures within Consultant's release cycle cadence.

2.5..16. Security Health Check and Certification: Make viewable to the City any applicable third-party security health/hygiene services and vulnerability/security scoring services to which the Consultant subscribes. At a minimum, make viewable to the City (electronically or as a report) all third-party certifications / attestations.

2.5..17. Security-Event Monitoring and Management: Continually monitor environments, systems, applications, processes and accounts for actual or potential security intrusions or violations. Promptly notify City according to BREACH NOTIFICATION / INCIDENT REPORTING (Section 2) below if suspicious conditions or activities are detected indicating an actual or potential security intrusion or violation. At City's option, cease, suspend, alter, modify or replace, as reasonably necessary, the products or services to be delivered or performed under the Agreement.

2.5..18. Share Responsibility Matrix: Cloud Service Consultants (CSP) shall operate following a documented, shared responsibility matrix that has been approved by the City.

3. BREACH NOTIFICATION / INCIDENT REPORTING

3.1. Interruption in Service Delivery: If any of the Agreement-required functions are interrupted, the Consultant will:

- Complete the recovery, resumption, and/or restoration activities as described in your DR plan to ensure continued compliance with all of the service levels set forth in this agreement.

- **Within 2 hours:** Using an agreed and documented notification procedures (such as runbook), notify City of Berkeley's Department of Information Technology within 2 hours of an interruption of an Agreement-required function, an initial report that includes the nature of the interruption and an estimate of the time it will take to return to agreement-required service levels.

- **Following restoration of Agreement-required functions to normal:** Provide City a complete report within 10 days, including a description of each Agreement-required function interrupted, the time required for recovery and return to Agreement-required service levels, Agreement-required products or services that were not provided or only partially provided as a result of the interruption, the specific corrective action taken, and the material effect, if any, on us and whether or not the DR Plan was adhered to and if not, what changes will be made to the Plan.

Suspected Security Incident: If you receive notice or other alert as to any actual or potential security intrusion or violation that will or could affect the City of Berkeley, its other vendors, or users of your application / service under the Agreement in matters exposing or impacting private and confidential information, including without limitation, City and its customers data and financial data (such as leak or loss), or service and system integrity and transactional accountability (such as failure/loss of fraud detection systems, data diddling, errors and omissions, etc.) or the City reputation risk status, complete the following. Notice or other alert includes any complaint or report you receive from a third party, including customers. Incidents include, without limitation, violations or potential violations of a federal or state law and industry regulations.

- Within 24 hours: Using the suspicious@berkeleyca.gov email address, notify City of Berkeley's Department of Information Technology of the alert and incident. In your notification, report to the City: (i) on the nature of the incident, (ii) estimated impact on us, and (iii) investigative action taken or planned.

- Within 3 business days after the initial incident report: Provide City with a written updated report that summarizes the results of the investigative action and corrective/remedial action taken.

- Upon completion of the investigation: Provide City with a final written report that gives a full accounting of the extent of the security intrusion or security violation; a description of any private and confidential information disclosed, destroyed, compromised or altered; specific corrective/remedial action taken; all supporting technical documentation that may include without limitation application and system network logs, and the cybersecurity impact on us and our systems.

1.4. Suspected Privacy Incident: If you discover or are notified of a Privacy or Information Security Incident relating to Customer Data, Consultant shall, to the extent not prohibited by applicable law and at Consultant's cost and expense: (i) notify City of Berkeley of such Information Security Incident as set forth in section 3.2 (above), (ii) investigate such breach, (iii) inform City of Berkeley of the results of such investigation, and (iv) assist the City of Berkeley and State and Federal Agencies impacted by the breach with their reports, including but not limited to cyber suspicious activity reports (Cyber-SAR) and investigations, (v) assist City of Berkeley in maintaining the privacy and confidentiality of such information, (vi) cooperate in, support and assist City of Berkeley in making required breach notifications.

1.4.1. Consultant agrees to reasonably cooperate and coordinate with City of Berkeley concerning: (i) City's investigation, enforcement, monitoring, document preparation, notification requirements, efforts to prevent and mitigate, and reporting concerning Privacy and/or Information Security Incidents and Consultant's and City's compliance with Privacy and Information Security Laws; and (ii) any other activities or duties set forth under this Exhibit for which cooperation between Consultant and City of Berkeley may be reasonably necessary.

1.4.2. Any determination regarding the applicability of Information Security Laws or Privacy Laws to a Privacy or Information Security Incident and the scope of the obligations pursuant to such laws shall be within the reasonable discretion of City of Berkeley, and Consultant shall comply with any such reasonable determination.

1.4.3. When City of Berkeley elects to contact regulators or law enforcement agencies regarding a Privacy or Information Security Incident, Consultant agrees to cooperate fully with such regulator or law enforcement agencies and any reasonable decision made by City of Berkeley regarding the scope and goals of any investigation undertaken by such regulator or law enforcement agencies.

1.4.4. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident referencing City of Berkeley must be approved by City prior to any publication or communication thereof. If requested by City of Berkeley, Consultant shall provide notice to individuals, who's Personal Information was affected by the Privacy Incident in a manner and format mutually agreed upon between Consultant and City, as well as any other third parties, such as regulators, law enforcement agencies and consumer reporting agencies.

1.4.5. Consultant further authorizes City of Berkeley, in the City's sole discretion and at the Consultant's sole expense, to provide notice of any reasonably required information and documents concerning any Privacy Incident, to individuals or third parties that may have been affected by the Privacy Incident, as well as to law enforcement authorities, regulators, and consumer reporting agency.

1.5. Assistance in Litigation or Administrative Proceedings: Consultant shall make itself, and any subcontractors, employees, or agents assisting Consultant in the performance of its obligations under the Contract or Addendum, available to City of Berkeley, at no cost to City of Berkeley, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against City of Berkeley, its directors, officers, or employees based upon a claimed violation of applicable privacy and security laws and regulations except where Consultant or its subcontractor, employee or agent is a named adverse party.

4. **CONSULTANT'S THIRD PARTIES**

For Services performed by a Consultant's third-party (Party), Consultant will cause such Party to comply with this Agreement and the documentation herein. Consultant will remain solely liable for the acts or omissions of any such Party. Specifically, as part of this oversight responsibility:

4.1. Consultant must employ a vendor management and security due diligence program, reasonably approved by the City. Consultant must report to the City any proposed Party that cannot materially fulfil confidentiality or security requirements in this Agreement or the security documentation required by this section. City of Berkeley's cyber security and Department of Information Technology (DoIT) vendor management must review, on a case-by-case basis, each Party proposed by Consultant and approve or disapprove of the proposed Party in accordance with the terms of the Agreement.

4.2. Consultant must require each Party to comply with the requirements of the City of Berkeley's Policies, Standards, and Guidelines and must monitor each such Party to determine compliance with same.

4.3. Consultant must monitor and provide ongoing oversight of the performance of each Party. Consultant will report to the City whenever there is a reasonably suspected security incident that could affect City of Berkeley data or the performance of the Services, or that, in Consultant's reasonable judgment, could negatively affect City of Berkeley's reputation.

5. RETURN OF CITY DATA

Within thirty (30) days of notification of termination of this Agreement, Consultant shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software that is compatible with City's system. The dedicated data files will be comprised of City's data contained in Consultant's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Consultant's database.

At City's request, certify to City of Berkeley in writing, through a legal officer of Consultant, that you have returned or destroyed all City private and confidential information (including data residing in memory, on equipment or media).

END APPENDIX C
PRIVACY, SECURITY, AND RESILIENCE

APPENDIX D – GLOSSARY OF KEY TERMS

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APPENDIX D
Glossary of Key Terms

Agile & Project Management Terms

- **Agile Development:** A flexible, iterative approach to software development that emphasizes collaboration, continuous feedback, and incremental delivery of functional components.
- **Operational Readiness Review (ORR):** A final review conducted to confirm that the system is ready for deployment, including verification of training, data migration, and system functionality.
- **Product Backlog:** A prioritized list of features, enhancements, and fixes that guide the development of the system.
- **Sprint Review:** A regular meeting at the end of each sprint where the project team presents completed work to stakeholders for feedback.
- **Sprint:** A short, time-boxed period (typically 1–2 weeks) during which specific work is completed and reviewed.
- **System Verification Report (SVR**): A document certifying that the system has passed all acceptance tests and meets the specified requirements.
- **User Acceptance Testing (UAT):** A formal process where end-users test the system to ensure it meets business requirements before launch.

Berkeley Rent Board Specific Terms

- **Annual General Adjustment:** The yearly percentage increase in rent allowed for controlled units, set by the Rent Board based on inflation and other economic factors.
- **Case Management:** The tracking and coordination of individual cases, including housing counseling cases, petitions, and hearings.
- **Document Management System (DMS):** A system module that securely stores, organizes, and retrieves documents related to properties, cases, hearings, and registration.
- **Exempt Rental Units:** Units that are not subject to rent control or eviction protections under the Rent Stabilization Ordinance.
- **Fully Covered Rental Units:** Units that are subject to both rent control and eviction protections under the Berkeley Rent Stabilization Ordinance. Landlords must register these units and pay the fully covered unit registration fee.
- **Housing Counseling:** Services provided by Rent Board staff to assist tenants and landlords with understanding their rights and responsibilities under the Rent Stabilization Ordinance.
- **Just Cause for Eviction:** A set of legally defined reasons for which a landlord may evict a tenant, including failure to pay rent, violation of lease terms, or owner move-in.
- **Partially Covered Rental Units:** Units that are exempt from rent control but are still subject to eviction protections under the Rent Stabilization Ordinance, Landlords must register these units and pay the partially covered unit registration fee.
- **Petition Lifecycle:** The end-to-end process for managing tenant and landlord petitions, including intake, review, hearings, determinations, and appeals.
- **Registration Fee:** An annual fee paid by landlords to fund the operations of the Rent Board, due July 1st (or the nearest business day) each year.

- **Rent Ceiling:** The maximum lawful rent a landlord can charge for a controlled rental unit, as determined by the Rent Board.
- **Rent Registry:** The Rent Board's existing database that is used to track rental properties, units, tenancy information, and rent history in Berkeley.
- **Rent Stabilization Board**: The city agency responsible for administering and enforcing Berkeley's Rent Stabilization and Eviction for Good Cause Ordinance (Berkeley Municipal Code Chapter 13.76). Also referred to as the RSB, Rent Board, Board, or Agency.
- **Rent Stabilization Ordinance:** The local law (Berkeley Municipal Code Chapter 13.76) that establishes rent control and tenant protections in Berkeley

Technical Terms

- **Accessibility Compliance (WCAG 2.1):** Standards ensuring that digital content is accessible to users with disabilities, including screen reader compatibility and keyboard navigation.
- **Cloud-Based Platform:** A system hosted on remote servers and accessed via the internet, offering scalability, reliability, and remote access.
- **Data Migration:** The process of transferring data from existing systems into the new system, ensuring accuracy, completeness, and integrity.
- **Disaster Recovery Plan (DRP):** A documented strategy for restoring system functionality and data access in the event of a failure or disaster.
- **End-of-Life (EOL) Support:** Activities related to decommissioning the system, including data archiving, transfer, and documentation for future use or migration.
- **Modular System:** A system architecture composed of distinct components (modules) that can operate independently or together, allowing for scalability and flexibility.
- **Multilingual Support**: System capability to provide interfaces and content in multiple languages to serve diverse user populations.
- **Service-Level Agreement (SLA):** A formal commitment outlining the expected level of service, including response times, uptime, and support availability.
- **System Integration:** The process of linking different modules and external systems to function as a unified platform.
- **UI/UX (User Interface/User Experience):** The design and usability of the system's interface, ensuring it is intuitive and accessible for all users.

ATTACHMENT A – CHECKLIST

The following items are required for submission of a Proposal responsive to this RFP:

Item	Description / Requirements	Pg. Limit
❑ **Cover Letter**	Brief introduction of the firm, identify primary contact, and confirm intent to be bound by the proposal.	2 pages
❑ **Title Page with Contractor Identification**	Include RFP subject and submission date, firm name, principal business location, contact person's name, phone, email, and company tax ID.	1 page
❑ **Table of Contents**	Clear identification of material by section and page number.	1 page
❑ **Executive Summary**	Overview of proposed solution addressing Drivers, Needs, and Expected System Overview.	4 pages
❑ **Work Plan**	Detailed plan for performing tasks in Scope of Services, including timeline, milestones, approach to analysis, configuration, testing, training, launch, team roles, and stakeholder engagement.	30 pages
❑ **Functional and Technical Response**	Narrative or matrix showing how the system meets functional and technical requirements, including integration, analytics, document management, accessibility, interoperability, as well as privacy, security, and resilience requirements.	10 pages
❑ **Support and Maintenance**	Description of post-launch support, help desk, SLAs, updates, and ongoing training.	5 pages
❑ **Accessibility and User Experience**	Explain compliance with accessibility standards (e.g., WCAG 2.1), multilingual support, and intuitive user experience.	5 pages
❑ **Qualifications and References**	Describe team qualifications, firm details, subcontractor qualifications, roles, and responsibilities; key personnel, past projects, relevant experience, documentation samples, and references.	20 pages
❑ **Contract Terminations**	Provide documentation relating to any of your firms' terminations for default within the past five (5) years, or indicate that your firm has not experienced this.	Submit separately
❑ **Cost Proposal**	Provide completed and signed pricing form covering entire Scope of Services including fixed hourly labor rates, surcharges, and indirect costs. Indicate eligibility for evaluation under the Berkeley local vendor business preference.	Submit separately
❑ **Financial Standing**	Provide a general description of the firm's financial situation identifying conditions or circumstances that could impact the firm's ability to complete the project. Provide an audited financial statement or similar financial report covering a period of at least three (3) years and dated no more than twelve (12) months prior to the date of proposal submission.	Submit separately
❑ **City of Berkeley Required Forms**	The following forms, completed and signed in blue ink. ❑ Attachment B: Non-Discrimination Requirements Form ❑ Attachment C: Nuclear-Free Berkeley Disclosure Form ❑ Attachment D: Oppressive States Form ❑ Attachment E: Sanctuary City Contracting Ordinance Form ❑ Attachment F: Living Wage Form *(may be optional)* ❑ Attachment G: Equal Benefits Certification (EBO-1) (*may be optional)*	Submit Separately

ADDITIONAL SUBMITTALS REQUIRED FROM <u>SELECTED VENDOR ONLY</u> AFTER RENT BOARD APPROVAL TO AWARD CONTRACT:

Item	Description / Requirements	Pg. Limit
❑ **Evidence of Insurance**	Provide original **signed in blue ink** of Evidence of Insurance ❑ Auto ❑ Liability ❑ Worker's Compensation	n/a
❑ **Right to Audit Form**	Attachment H	n/a
❑ **Commercial General & Automobile Liability Endorsement Form**	Attachment I	n/a
❑ **Business License**	City of Berkeley Business License - Current Year Certificate	n/a

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION ______________________________

ADDRESS ______________________________

BUSINESS LICENSE # ______________________________

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other Occupation: Specify*												
Totals												

*Specify other occupation: ______________________________

**Specify other ethnicity: ______________________________

Is your business MBE/WBE/DBE certified? ____ If Yes, by what agency? ______________________________

If Yes, please specify: ____ or ethnic identification: ______________

Do you have a policy of non-discrimination? ____

Signature ______________________________ Date ______________

Print/Type Name of Signer ______________________________

Verified by ______________________________ Date ______________

City of Berkeley Contract Administrator

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:
____

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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). 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 Resolutions:

"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, the provinces of Ado, Kham, and U-Tsang; and Burma (Myanmar)**

“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: ____

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:____________________________________

Contract Description/Specification No.:____

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: ______________________________________

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 or 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 or their compensated time engaged in work directly related to the contract with the City.

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

Printed Name: ___________________________________Title:____

Signature: _______________________________________ Date: _______________________________________

Business Entity: ____

Contract Description/Specification No: **Project Name/XX-XXXXX**

Section III

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

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

___________________________________	____
Department Name	Department Representative

To be completed by Contractor/Vendor

Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
☐ Yes ☐ No *(If "Yes," proceed to Section 5; if "No", continue to the next question.)*

B. Does your company provide (or make available at the employees' expense) any employee benefits?
☐ Yes ☐ No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?... ☐ Yes ☐ No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?.. ☐ Yes ☐ No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and **"No"** to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .... ☐ Yes ☐ No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or

☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or

☐ Upon expiration of the contractor's current collective bargaining agreement(s).

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this _______day of _________________, in the year __________, at __________________, _____
(City) (State)

Name (please print) ______________________ Signature ______________________

Title ______________________ Federal ID or Social Security Number ______________________

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: ______________________

Staff Name(*Sign and Print*): ______________________Date: ____________ ________________

CITY OF BERKELEY
<u>Right to Audit Form</u>

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: ____

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