



**Finance Department**  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 22-11501-C**  
**FOR**  
**MICRO-SEGEMENTATION SOLUTIONS**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for the procurement of micro-segmentation solutions and acquisition of professional services to install, configure, and integrate these solutions. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, on **Thursday, June 16, 2022**. Proposals are to be sent via email with the "**MICRO-SEGEMENTATION SOLUTIONS**" and Specification No. **22-11501-C** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding pricing proposal shall be submitted as a separate document.

**Email Proposals to:**

City of Berkeley  
Finance Department/General Services Division  
[purchasing@cityofberkeley.info](mailto:purchasing@cityofberkeley.info)

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

**For questions** concerning the anticipated work, or scope of the project, please **contact Thomas Ray**, Information Security Manager, via email at [tray@cityofberkeley.info](mailto:tray@cityofberkeley.info) no later than **May 27<sup>th</sup>, 2022**. 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 \(berkeleyca.gov\)](http://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,

Darryl Sweet  
General Services Manager

## I. INTRODUCTION

The City of Berkeley is a Charter City with a Council-Manager form of government. The primary facility is Civic Center, plus approximately 40 remote sites. In general, technology plays an important role in delivering services, managing the business needs of the municipality, and maintaining an open relationship with residents, businesses and visitors to City of Berkeley. The Department of Information Technology (DoIT) provides services such as technology planning and procurement, project management, network infrastructure and support services, helpdesk, data, telephone, GIS, cyber-resilience, administration to 1500+ employees including public safety, public works and recreation, health services, and a 311 Customer Service Center serving the community. The City of Berkeley is one of only a select few cities in California that has its own health services department. We are a hybrid entity that includes mental health, public health, and EMS services. DoIT is staffed by forty-seven (47) full-time City employees currently organized within four teams: (a) 311, (b) business and enterprise applications, (c) department administration, and (d) IT infrastructure, operations and security.

The City has also adopted a Strategic Plan and a five (5) year Digital Strategic Plan (DSP). With the latter setting priorities, identifying the budget expectations, and scheduling projects and milestones that contribute to transforming its technology. Finally, the City has also adopted DoIT's GIS Master Plan and a Cyber Resilience Plan (CRP) which is an important part of establishing the strategy, methodical approach and evolving cyber-resilience for the City of Berkeley. This CRP plan aligns with the City's vision of reducing cyber-risk exposure, maturing cyber-security capabilities, technologies and systems, and effecting efficient regulatory compliance.

### A. PROJECT OBJECTIVE:

The City of Berkeley (City or Customer) seeks proposals from qualified vendors for the procurement of micro-segmentation solutions and acquisition of professional services to install, configure, and integrate these solutions.

The RFP contains sufficient information and instructions to enable qualified bidders to prepare and submit proposals and supporting material. Vendors must submit a complete bid that satisfies all requirements as stated in this RFP. This RFP also contains all major terms and conditions that the successful vendor will be expected to comply, and provides options.

Department of Information Technology (DoIT) intends to implement the procured solutions starting in **September 1, 2022**.

The selected vendor is expected to provide a cost-effective solution for the immediate and long-term.

### B. PROJECT BACKGROUND

Legacy methods of perimeter-based security, where all Information Technology (IT) assets (infrastructure, applications, and data) are kept, consumed, and moved within that security perimeter, are becoming more problematic in today's mobile and distributed work environment. Today's workspace is dynamic and roaming, and the workforce is more diverse with consultants, partners, and constituents accessing data on such a perimeter-based enterprise network. Staff are working from their offices within the City's perimeter or working from home on City-issued devices while accessing applications and data that are remote from the perimeter-based enterprise network such as Cloud services. Additionally, there is an increased adoption and proliferation of Internet of Things (IoT) connected devices and Operational Technology (OT) within the perimeter that are intended to be connected to and make use of Cloud resources. All these developments significantly increase the City's attack surface which, in turn, could lead to increased numbers of cyber incidents, data breaches, and costs.

Additionally, in a traditional perimeter-based security model (which implements a "trust, but verify" design), threat management and mitigation is often limited to well-contained traffic that enters or exits the defined perimeter and only travels a given path to limited assets (such as a server). But, the increase during the COVID pandemic in reported successful attacks and data breaches are indicative that such a perimeter-based chokepoint and block attack at the point of entry is not sufficient. A traditional "trust by default" security approach typically grants access to

enterprise data and assets to any and all entities (user, device, system, or service) upon authentication, so it does not contain lateral movement across the network, enabling attackers unhindered opportunity to do maximum damage. Moreover, any lack of visibility inside a security perimeter enables an intruder to remain undetected for weeks and months enabling a rich and unhindered attack surface for add-on attacks and exploitation including surveillance, privilege escalation, exfiltration, lateral movement across networks and endpoints. This lack of visibility may result in a single successful attack that lends itself to maximize damage to the City's computer-network and data.

### C. BUSINESS OBJECTIVES

The City of Berkeley (COB) seeks a technical micro-segmentation solution that will meet the demands of a diverse workforce in a dynamic mobile workspace. The selected solution must enable or assist the City in achieving the following business objectives. The order of the list does not reflect the importance or the priority of the objectives:

1. Gain visibility to entire datacenter environment.
2. Gain visibility of users and devices connected to the network, and assets (IT, OT, IoT) that they are attempting to access.
3. Gain application process level visibility.
4. Provide/enable the ability to integrate deep visibility of the entire IT environment into policy engines enabling more granular control with accuracy and confidence.
5. Implement adaptive access control that applies context, such as location, time, etc. replacing "implicit trust" with "implicit deny."
6. Provide/enable the ability to identify security gaps by mapping application dependency and flows.
7. Provide/enable the ability to address heterogeneous workloads spanning on-premises, hybrid, virtual and container environments.
8. Provide/enable the ability to enforce policy globally or selectively.
9. Reduce/minimize the attack surface.
10. Contain/limit unauthorized/malicious lateral movement to preclude or stop the spread of an attack.
11. Protect mission critical applications and workloads.
12. Provide/enable improved cybersecurity and monitoring capability and capacity.
13. Meet regulatory requirements for regulations governing the security of data and transactions.
14. Provide/enable a scalable solution that allows capacity increase as needed without forfeiting existing infrastructure investments.

### D. SOLUTION VISION

The solution is to implement micro-segmentation under a holistic framework coined by the National Institute of Standards & Technology (NIST) as "Zero Trust Architecture" (ZTA) or Zero Trust Security Model. ZTA assumes that an attacker is present within the perimeter and does not distinguish between an enterprise-owned environment and non-enterprise-owned environment. "Implicit trust" is replaced by "zero trust" minimizing access to resources and continually authenticating and authorizing identity and security postures of each asset access attempt, limiting lateral movement and preventing security breaches.

Micro-segmentation is a security concept that divides and isolates data centers and cloud environments (IT and IoT/OT resources) into the smallest possible segments (e.g., down to a host) and builds a security perimeter around such assets based upon managed policies and identities that shield these resources from unauthorized access and/or discovery as well as reacts and reconfigures in response to threats or changes in the workflows.

Implementing micro-segmentation will enable the City of Berkeley (COB) to introduce adaptive context-based access, reduce the attack surface, offer more granular visibility and control, rapid time-to-policy creation, and policy enforcement (global and selective) from the network level to the individual process level.

Provide the details of the project

## II. SCOPE OF SERVICES

Successful responder will be expected to provide to the City of Berkeley (COB) a proposal including, but not be limited to, on each of the following requirements for micro-segmentation:

### A. Micro-segmentation Solution Requirements

#### 1. Infrastructure/Platforms Agnostic & fit within Computing Environment:

- 1.1 Integration and ability to operate with existing IT infrastructure (hardware and software).
- 1.2 Is the solution agent-based? If not, how is it implemented?
- 1.3 If your solution includes an agent, describe installation of the agents across enterprise scale of workloads. Is there capability to do mass installation?
- 1.4 Can the agent be installed in "monitor only" mode if desired?
- 1.5 If your solution includes an agent, what is the upgrade and uninstall process?
- 1.6 Does the solution support workloads deployed on bare-metal (physical servers)? Are there any limitations?
- 1.7 Which OS platforms are supported (WIN, LINUX, AIX, Solaris, Oracle, etc.)? Are there any limitations?
- 1.8 Does the solution support workloads deployed as virtual machines on any virtualization platform or hypervisor? Which hypervisors are supported? Do you have feature parity among hypervisor support? Please explain any feature parity if it exists.
- 1.9 What public clouds are supported (AWS, EC2, S3, Azure, GCP)? Are there any limitations with each provider that the solution supports? Do you have feature parity among various providers? Are there any limitations with each provider that the solution supports?
- 1.10 What private cloud stacks are supported (IBM soft layer, Nutanix, etc.)? Are there any limitations?
- 1.11 Does the solution support workloads deployed as containers? Which container platforms are supported? Describe how the solution supports, visualizes and secures containers?
- 1.12 Do you have any dependency on any network infrastructure? Do you require any changes to the network, either physical or virtual, to support the solution?
- 1.13 Does the solution work on any network infrastructure, without dependencies on hardware such as VMWare, Nutanix AHV, servers, and Cisco and Dell switches, or requiring changes to the network?
- 1.14 What is the ability of the solution to recognize and secure home grown and legacy applications?  
How?
- 1.15 Can the solution be run on-prem with bare metal or virtual machines, in public cloud, or hosted cloud?
- 1.16 Do you support SaaS deployment model?
- 1.17 Is the solution strictly software-based (i.e., it does not require any hardware)?
- 1.18 Does the solution support role-based access control (RBAC) that provide different types of administrative roles, allowing application teams to write segmentation rules for their applications that require approval before being provisioned? If so, please explain the granularity levels?
- 1.19 Does the solution provide a mechanism to separate policy authoring from policy provisioning?
- 1.20 Does the solution support SAML for authenticating users with an Identity Provider?
- 1.21 Does the solution provide an audit trail of all configuration changes?
- 1.22 Does the solution provide a record of all traffic flows between workloads, with export?
- 1.23 Does the solution work without requiring custom vendor software in the kernel space of the workloads?
- 1.24 Does the solution have an API? Describe the API, documentation, and how it can be used?
- 1.25 Can the solution integrate with DevOps tools for IT orchestration and provisioning such as Chef, Puppet, Ansible, etc.?
- 1.26 Does the solution integrate with Securonix, SIEMs such as Splunk, Qradar and ArcSight, such that it can export traffic logs and audit events in vendor-specific native formats to SIEM tools and parse the logs for security events?
- 1.27 Does the solution integrate with IT Ops tools such as ServiceNow, or other CMDBs?

- 1.28 Does the solution have its own or integrate with 3rd party vulnerability scanners (including, but not limited to, Nessus, Qualys, Rapid7)?
- 1.29 Address heterogeneous workloads spanning on-premises, hybrid, virtual and container environments.

## 2. Visibility to all Segments:

- 2.1 Provide an operations-level "big picture" view of locations with interactive drill-down for purposes of segmentation administration.
- 2.2 Provide visibility to how different environments (production and non-production) are laid out and communication flow among them.
- 2.3 Provide an application centric view of the connectivity and relationships of applications and their workload components. (Note: this is an application dependency map, not a network map.)
- 2.4 Show process-level visibility of workloads and their associated traffic across various size environments - 100s to 100,000+ workloads.
- 2.5 Provide continual visibility to who (users and processes) and what (devices and resources) is on the network and what resources they are attempting to access.
- 2.6 Maintain visibility and policy enforcement when devices go offline.
- 2.7 Provide visibility to application dependency and application tiers.
- 2.8 Provide visibility to how different applications communicate (potential and active connections).
- 2.9 Provide live visibility with updates of communication, workload information and application traffic. How is it delivered.
- 2.10 Provide information gathered directly from the workload (e.g., network interfaces, hostname, etc.).
- 2.11 Provide port information for each network flow.
- 2.12 Describe how the user(s) could use the visibility information to design and approve the micro-perimeter design.
- 2.13 Describe how the user can use visibility so that the application owners can validate and agree with security and compliance on the workloads/applications that are in- scope for their micro segmentation.
- 2.14 Use visibility to meet regulatory compliance.
- 2.15 How can a user leverage the platform to determine and validate what is in scope for compliance measures (for example, in PCI compliance)?
- 2.16 How does your solution support metrics, reporting to management and senior executives, and/or compliance audits?
- 2.17 How does the solution support export of reports and records?
- 2.18 How does the solution allow querying of records based on a single or a group of workloads?
- 2.19 Describe how global visibility is enabled.
- 2.20 Describe what resources are required to enable global visibility.

## 3. Policy Creation and Enforcement

- 3.1 Use visibility information to provide a way to develop and monitor micro-segmentation policy that makes sense and is easy for non-security teams to understand at a glance.
- 3.2 Describe how micro-segmentation policies are created and maintained?
- 3.3 How a security policy is defined in the solution?
- 3.4 How is cloning/modifying/deletion of an existing security monitoring policy supported?
- 3.5 Does the solution support import/export of policies?
- 3.6 Does the solution support the assignment of a firewall policy to and the removal of a firewall policy from a specific workload group?
- 3.7 Does it support removal of all firewall policies when the Agent is removed from a workload?
- 3.8 Does the solution allow defining multi-dimensional policy for groups of workloads based on multiple metadata attributes? (e.g., application, environment, location, role, etc.)?
- 3.9 Does the solution allow segmenting based on port?
- 3.10 Does it also support dynamic ports?

- 3.11 Does the solution provide process-aware policy enforcement for Windows workloads? (Windows processes use dynamic ports, requiring network-based firewalls to open a large range of ports to ensure legitimate application traffic is not potentially blocked. Process-aware policy enforcement closes this gap by allowing security policy to automatically adjust to required ports as they are dynamically opened and closed.)
- 3.12 Can the solution integrate into the Software Development Life Cycle, embedding policy to ensure a workload remains secure across the different stages of its lifecycle?
- 3.13 Does the solution provide a uniform policy model across private, public and hybrid clouds?
- 3.14 Does the solution dynamically adapt to changes in the environment, including IP address changes, application scale-up/down, VM load balancing, workload migrations across data centers or public cloud, user mobility, and disaster recovery scenarios? Please describe.
- 3.15 Does the solution auto-recommend security policies for all flows (including intra-app and inter-app flows) based on discovered application communications?
- 3.16 Does the solution have mechanisms to build, visualize, and evaluate policy impact before enforcing rules to ensure applications do not break?
- 3.17 Does the solution provide the ability to tune security policy to identify and reduce the risk of vulnerabilities without breaking applications?
- 3.18 Does the solution alert on potentially blocked traffic while in testing mode and alert on blocked traffic when in enforcement?
- 3.19 Does the solution provide visual feedback that the environment is operating under the defined policy?
- 3.20 Can the solution create boundaries that block specific traffic (risky ports, dev/prod) before having a full allow-list policy created?
- 3.21 Describe how the solution provides enforcement of policy. Where is the point of enforcement in the solution? Or if there are multiple points of enforcement, please explain why and how?
- 3.22 Describe how the solution identifies policy violations.
- 3.23 Does the solution support automatic firewall policy enforcement on a workload when the Agent first starts?
- 3.24 Is enforcement points stateful or stateless?
- 3.25 Does your solution provide enforcement using native OS capabilities, or it is out of band from the kernel?
- 3.26 Does your solution modify the kernel in any way?
- 3.27 Does the solution instrument enforcement of policies within other networking devices, for example load balancers and data center switches?
- 3.28 Does the solution enforce both inbound and outbound segmentation policies at either end of a connection path, both the destination and the source?
- 3.29 Does your solution have a quarantining mechanism for workloads that violate policies?
- 3.30 Can your solution enforce encryption of data in motion?
- 3.31 Does it provide a solution for end to end encryption?
- 3.32 Can your solution enforce authentication of machine identity prior to establishing connection?
- 3.33 Does the solution support a large number of rules on the workloads being protected without significant performance implications?
- 3.34 Describe how global security policies are enabled.
- 3.35 Does your solution provide policy enforcement on network switches (Cisco) that can modify VLANs based on devices connected to it?

#### 4. Types of Micro-segmentation Supported (depending on the value of the assets and security requirements).

- 4.1 Environmental micro-segmentation.
- 4.2 Location micro-segmentation.
- 4.3 Application micro-segmentation.
- 4.4 Application Tier micro-segmentation.
- 4.5 User micro-segmentation.
- 4.6 Regulatory boundary micro-segmentation.
- 4.7 Vulnerability based micro-segmentation.

4.8 Process & service micro-segmentation.

4.9 Does the solution provide templates for any easy way of segmenting common commercial off-the-shelf applications (e.g., Microsoft Active Directory and Exchange)?

## 5. Cyber-Hygiene

5.1 How does your solution incorporate vulnerability data into visualizations to help with the focus and prioritization of security policy?

5.2 How does the solution provide insights into vulnerabilities beyond a single workload?

5.3 How does the solution measure the risk of a vulnerability?

5.4 How does the solution provide numerical accounting of active vulnerabilities and counteracting measures to promote quantitative risk mitigation and reporting?

5.5 How does the solution provide a compensating control to reduce risk for when patching is not an option?

5.6 How does your solution recommend optimal policies to minimize risk by constraining or blocking vulnerable ports, based on visibility mechanisms?

5.7 Describe the required overhead on a network to support your product.

5.8 If the solution requires an agent, is communication between agent and management controller encrypted?

5.9 What happens if communication between the agent and management controller is lost?

5.10 Does the solution respond to connections initiated by non-agents?

5.11 If the solution requires an agent, describe how it handles tampering.

5.12 Is your solution purpose-built for micro-segmentation?

5.13 Is your solution aligned with a white-list zero-trust security model?

5.14 Ability to isolate unknown systems as they emerge on the network.

5.15 Does the solution have a central portal available to manage multiple datacenter deployments from one place (MOM)?

## 6. The proposed solution should be scalable, modular, and flexible in nature.

6.1 The scalable architecture should enable the city to add capacity as workloads are added without requiring to replace existing IT assets.

6.2 The solution should allow the City to be able to pick from the capabilities/offerings and build out or scale it back to fit its need.

6.3 This will avoid wastage on bundled packages as the City may not want or need some of the capabilities in a bundled package. Details and limitations (such as gaps, options, etc.) of respondent's Micro-segmentation capabilities within the list of functions must be identified and priced in the submitted proposal.

6.4 Provide scalability limits in terms of workloads to protect.

6.5 Describe the high availability and resiliency characteristics of your solution.

7. Proposals and demonstrations must additionally identify "how" the respondent conducts and delivers each proposed Micro-segmentation capability. "How" the respondent handles resource hand-offs (such as with City Network Operations (NetOps) staff, and with separately arranged resources.

## 8. Test micro-segmentation strategy before deployment.

8.1 Provide test scenarios, test environment, test approach, etc.

## 9. Future-proofing

9.1 Provide a software bill of materials (SBOM) for your micro-segmentation solution.

9.2 Describe alliances with other companies that are related to your micro-segmentation solution, such as using a third-party software as part of your micro-segmentation solution portfolio.

9.3 Provide details on support agreements. If a third-party software update is required, when does the SLA between you and the City begin?

9.4 Does your firm have standard time frames, after which a given security product is no longer supported (life-cycles, product refresh cycles, end-of-service, etc.)? If so, then please describe the details, including proprietary and third-party software time frames.

## **B. Professional Services (Hardware, Software, Installation, Configuration, Documentation and Training)**

1. The City of Berkeley (COB) expects the selected vendor to apply industry best practices for management of their proposed solutions.
2. Conduct assessment of City IT staffing and processes, and recommend changes (e.g., to change control procedures, and to IT headcount, positions and skill levels). This staffing analysis will be used to identify Transitional and Operational City Staffing needs (see section G below).
3. Provide an implementation plan, including a timeline with estimated durations per task.
4. Work with City staff to review current infrastructure, business applications, and workloads to provide detailed requirements for a successful implementation. This includes any changes that should be made to the current infrastructure and applications.
5. Recommend, install, and configure all required hardware and software for the plan. The City intends to purchase any required equipment and software.
6. Set up all required hardware and software for successful implementation of approved Micro-segmentation strategy.
7. Provide administrator and other relevant trainings for City IT staff (NetOps, Tier-2, App Admins, etc.) during regular business hours on key concepts which are specific to the proposed solutions. The assumptions about the proficiency of the City IT staff must be noted.
8. The vendor must specify the types of training provided. After the raining, the IT staff should be able to configure, operate, and maintain the proposed Micro-segmentation Solution.
9. Provide a list of the electronic/printed documentation provided for installation, operation, use, and administration of the Micro-segmentation solutions.
10. Specify and describe any help file provided by the system and whether they can be customized for the City.
11. Help City staff, where applicable, develop operations and maintenance (O&M) documentation/guideline, including fully annotated diagrams to use for daily operations and during an emergency.
12. Training & knowledge transfer
13. Training credits on proposed solutions
14. Do you offer global worldwide professional services to expedite deployment?

## **C. Service and Support**

1. Describe if and how you will provide 24/7 support and the timeframe of guaranteed initial response time.
  - 1.1 Specify whether you will provide on-site support
  - 1.2 Describe other services for maintaining the solutions in a supported state.
2. Support must be proactive (alerting the City about relevant bugs that require attention, predictive and actual failures reported by the system, and configuration issues reported by the system).
3. Support staff must be knowledgeable, and must have a defined procedure for escalating unresolved cases promptly.
4. The vendor agrees to advise the City of any product recalls or other technical failures and to correct such faults by replacement of any necessary components in question during the entire warranty period.
5. The vendor will agree that parts replaced under warranty will be new. The vendor agrees to obtain approval from the designated City staff prior to using any manufacturer certified refurbished parts. Manufacturer certified refurbished parts would not be approved if the failure rate for refurbished parts is greater than failure rates for new or original parts.

6. The vendor must work in such manner that the City's regular operations is not affected in any way. If down time is inevitable to deliver the proposed Micro-segmentation Solution, at least 14 days prior written notice is required.

#### **D. Equipment Demonstrations**

1. Vendors responding to the RFP must be prepared to have the proposed hardware and software tested by the City's evaluation team. The demonstrations will take place at a mutually agreed upon site.
2. The vendor agrees to provide the City with electronic copies of all standard user manuals related to the equipment provided.

#### **E. Final Testing**

1. The hardware and software supporting the proposed Micro-segmentation Solutions will be tested before any commitment to purchase.
2. The proposed equipment must be new (not previously used or delivered to any customer), and adhere to the manufacturer's warranty.

#### **F. Value Add**

1. Describe any unique contributions your organization can deliver to the City.
2. You may wish to discuss one or more of the following:
  - 2.1 Your proposed value-add not captured elsewhere in the response.
  - 2.2 Proposed additional functionality to meet the City's business requirements.
  - 2.3 Other considerations that are not covered in the RFP.

#### **G. Transitional and Operational City Staffing**

1. Identify the staffing levels (for example: 0.25 Full-time Employee, 0.5 FTE, 0.75 FTE, 1.0 FTE, etc.) by positions/roles (e.g., project manager, solution policy administrator, application administrators, etc.) and identify the skills for each role/position that COB should anticipate will be needed by the City to transition a typical computer-network technology stack to one fully implementing your micro-segmentation solution.
2. Identify the staffing levels (for example: 0.25 Full-Time Employee, etc.) by positions/roles (e.g., HelpDesk, policy administrators, application administrators, network administrators, engineers, architects, etc.) and identify the skills for each role/position that COB should anticipate will be needed by the City once your micro-segmentation solution has been fully implemented.

### **III. SUBMISSION REQUIREMENTS**

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

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.

2. Client References: (3-5 References is usual)

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

### 3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. **The City anticipates a fixed fee for this service with any future annual increases included in the proposal (at least 5 years).**

**All proposals shall be held firm for a minimum of 120 days after the proposal due date** to allow adequate time for the City to consider each proposal and make an award.

#### **Price proposal must specifically include:**

1. The name, title and appropriate contact information of the authorized negotiator or contract-signing agent if different from the contact person identified in Section III. A. (Contractor Identification).
2. Provide any and all onetime costs and recurring costs for hardware, installation, and configuration services.
3. Provide any and all onetime costs and recurring costs for software, training, and documentation.
4. Provide any and all onetime costs and recurring costs for all licenses, annual maintenance costs and ongoing support.
5. Provide any licensing and warranty information for third-party products you may require the City to purchase in support of this service.
6. Provide Pricing for both three and five-year maintenance and support.
7. Provide the base cost and pricing methodology.
8. What process will determine if a change is within the original scope of the supplied technology or a new feature? How will costs be determined?
9. How are costs negotiated for upgrading or expanding services?
10. Is there a minimum commitment for particular usage, total volume, and individual spend (or aggregate spend) in order to receive the rates and terms provided in the proposal? If so, explain.
11. Indicate the discounts available, based on volume of services and contract length.
12. Indicate any consulting support hours built into your standard contracts.
13. Indicate hourly or daily pricing for additional consulting hours City can purchase during the engagement.

Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.)

### 4. Contract Terminations:

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

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

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

### 5. Contractor Qualifications and Capabilities:

Provide a narrative summarizing firm’s qualification, and operational and financial capability/capacity to perform the work described herein. Respondents are encouraged to include past performance history and verifiable accomplishments of both the firm and staff identified to perform work under the resulting contract. Inclusion of information that speaks to firm’s competitive differentiators and market reputation in the practice of cybersecurity and in selling the final deliverables is strongly encouraged.

Additionally, provide documentation on or responses to each of the following:

<b>Financials</b>
<ol style="list-style-type: none"> <li>1. An audited copy of your company’s financial statements for the past three (3) years.</li> <li>2. Do you have venture capital or other funding supporting your micro-segmentation product line or your business as a whole? If so, please provide the names of investors and provide characterization of the investment, including objective (such as, strategic or financial), round (such as, Seed Money, Start-up, First-Round, Second-Round, Mezzanine, or Bridge), linkage (such as, loose or tight) and the degree (such as intensity of capital use and extent of integration).</li> </ol>
<b>Experience</b>
<ol style="list-style-type: none"> <li>3. How many years have you been providing micro-segmentation solutions?</li> <li>4. How many micro-segmentation customers do you have?</li> <li>5. How many Government (Federal, State, Local or Tribal) Customers do you provide micro-segmentation solutions?</li> <li>6. Describe your experience in implementing micro-segmentation in large and diverse production enterprise environments.</li> <li>7. Have you implemented your solution with a customer of similar size and in the same industry? Please provide reference information.</li> </ol>
<b>Performance &amp; Customer Relationship</b>
<ol style="list-style-type: none"> <li>8. Explain the expected working relationship, roles and responsibilities between your customer care or account manager and City's staff.</li> <li>9. Describe your customer support tiers, including the capabilities and location of staff at each tier.</li> <li>10. Please provide a sample Service Level Agreement (SLA).</li> <li>11. Describe your problem resolution and escalation procedure.</li> <li>12. Describe your SLA performance reporting.</li> <li>13. Indicate your process for notifying us of your noncompliance with the SLA.</li> <li>14. If City is not satisfied with the work performed, then what recourse does City have?</li> </ol>

**6. Approach to Work:**

Provide a narrative describing the proposed approach and methodologies to be used to ensure the City’s objectives for this project are met. Include a *pro forma* project plan complete with key tasks, milestones and deliverable, as well a resource requirement. Include a sample of a similar plan prepared for another organization. For the purpose of preparing the *pro forma* project plan assume a notice to proceed date of **September 1, 2022**.

**IV. SELECTION CRITERIA**

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

- |    |  |     |
|----|--|-----|
| 1. | Vendor Qualifications  | 20% |
|    | a. Vendor Background and Experience                          |     |
|    | b. Customer references with other California cities          |     |
| 2. | Meet Requirements  | 40% |
| 3. | Project Implementation Plan – scope, schedule, quality, etc. | 10% |

- |   |     |
|---|-----|
| 4. Training, Support, and Technical Documentation | 10% |
| 5. Cost Proposal                                  | 20% |

*\* Effective 1/1/2022. Local Vendor 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.*

A selection panel will be convened of staff to evaluate:

- Vendor qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services,
- Cost, both initial and ongoing, to the City for the services described by this RFP, and
- A complete and concise response to the RFP that complies with the RFP requirements.

## V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' [tray@cityofberkeley.info](mailto:tray@cityofberkeley.info)**; (List on invoice, Attn: Project Manager Name/Department) and reference the contract number.

City of Berkeley  
Accounts Payable  
P.O. Box 700  
Berkeley, CA 94710-700  
Email: [AccountsPayable@cityofberkeley.info](mailto:AccountsPayable@cityofberkeley.info)  
Phone: 510-981-7310

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

## VI. CITY REQUIREMENTS

### A. Non-Discrimination Requirements:

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

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

### B. Nuclear Free Berkeley Disclosure Form:

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

### C. Oppressive States:

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

### D. Sanctuary City Contracting Ordinance:

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

### E. Conflict of Interest:

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

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

### F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [https://www.cityofberkeley.info/Finance/Home/Vendors\\_Living\\_Wage\\_Ordinance.aspx](https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**G. Berkeley Equal Benefits Ordinance:**

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

**H. Statement of Economic Interest:**

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

**VII. OTHER REQUIREMENTS**

**A. Insurance**

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insured.

**B. Worker's Compensation Insurance:**

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

**C. Business License**

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

**D. Recycled Paper**

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

**E. State Prevailing Wage:**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:  
[http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**F. Local Vendor Preference**

***City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)***

A **local business** is defined as “a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address.”

For the purposes of comparing pricing as part of this competitive RFP for non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor in order to assign evaluation points to the pricing section.

**VIII. SCHEDULE (Dates are subject to change)**

- |  |                   |
|--|-------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders:           | May 17, 2022      |
| <input type="checkbox"/> Questions Due                             | May 27, 2022      |
| <input type="checkbox"/> Proposals Due from Potential Bidders      | June 16, 2022     |
| <input type="checkbox"/> Complete Selection Process                | July 18, 2022     |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | August 16, 2022   |
| <input type="checkbox"/> Award of Contract                         | August 17, 2022   |
| <input type="checkbox"/> Sign and Process Contract                 | August 31, 2022   |
| <input type="checkbox"/> Notice to Proceed                         | September 1, 2022 |

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

Attachments:

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

## ATTACHMENT A

### CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- The following forms, completed and **signed** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Sanctuary City Compliance Statement Attachment E
  - Living Wage Form Attachment F
  - Equal Benefits Certification (EBO-1) Attachment G

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

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

**For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.**

**NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS**

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Business Lic. #: \_\_\_\_\_

Occupational Category:  (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

**Attachment B (page 1)**

## Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

**Attachment C**

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement**

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

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

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

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

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF BERKELEY**  
**Sanctuary City Compliance Statement**

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

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
  - i. The City's computer-network health and performance tools;
  - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

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

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

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

SCCO CompStmt (10/2019)

**Attachment E**

**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' changes (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.

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

**Attachment F** (page 1)

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

**Section III**

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

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

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Representative

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

To be completed by  
Contractor/Vendor



**Form EBO-1  
CITY OF BERKELEY**

**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

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

**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

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

**SECTION 2. COMPLIANCE QUESTIONS**

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

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

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

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

**SECTION 3. PROVISIONAL COMPLIANCE**

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

**Attachment G (page 1)**

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

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

**SECTION 4. REQUIRED DOCUMENTATION**

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

**SECTION 5. CERTIFICATION**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (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: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

**Attachment G** (page 2)

**CITY OF BERKELEY**  
**Right to Audit Form**

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Contract Description/Specification No: **Micro-segmentation Solutions/22-11501-C**

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

**Attachment H**

**CITY OF BERKELEY**  
**Commercial General and Automobile Liability Endorsement**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Insurance Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Underwriter's  
Authorized Representative