



Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 23-11580-C**  
**FOR**  
**Social Housing Models and Market Analysis**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a social housing policy research and market analysis report. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, May 2, 2023.** Proposals are to be sent via email with the “**Social Housing Models and Market Analysis**” and **Specification No. 23-11580-C** clearly indicated in the subject line of the email. Please submit one (1) copy of all required documents of the complete proposal in Excel and PDF format as appropriate.

**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 Mike Uberti, Senior Community Development Project Coordinator, via email at [muberti@cityofberkeley.info](mailto:muberti@cityofberkeley.info) no later than **April 18, 2023**. 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 \(berkeleyca.gov\)](https://www.berkeleyca.gov/Bid-Proposal-Opportunities). 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. BACKGROUND**

On November 9, 2021, Berkeley City Council adopted a resolution (Resolution 70,101–N.S.) recognizing housing as a human right, and referred to the City Manager’s Office several measures to begin developing social housing in the City of Berkeley.

The City is seeking a qualified firm or individual to assist with two social housing referrals identified by the City Council:

- A study of potential social housing models for the City of Berkeley, including the possibility of a Reparative Justice Revolving Loan Fund for social housing; and
- A study on the development potential, including density bonuses, for mixed-income social housing development, including a case study on 1-2 city-owned parcels. Models should maximize cross subsidies to balance a project’s ability to serve a range of lower AMI households while being financially self-sustaining.

The City recognizes the term “Social Housing” has various definitions. For the purposes of this RFP, the City is referring to Social Housing as defined by Assembly Bill 309 as any of the housing with all of the following characteristics:

- a) The housing units are owned by a public entity or a local housing authority.
- b) If a housing unit is in a social housing development, the development contains housing units that accommodate a mix of household income ranges, including extremely low income, very low income, low income, moderate income, and above-moderate income.
- c) Residents of housing units are afforded, at a minimum, all protections granted to tenants with tenancies in private property under Section 1946.2 of the Civil Code, including protection against termination without just cause or for any discriminatory, retaliatory, or other arbitrary reason, and shall be afforded due process prior to being subject to eviction procedures, in addition to other protections provided by this title.
- d) Residents of the housing units have the right to participate directly and meaningfully in decision making affecting the operation and management of their housing units.
- e) The housing units shall be protected for the duration of their useful life from being sold or transferred to a private for-profit entity or a public-private partnership.

The definition from Assembly Bill (AB) 309 serves as a guiding definition for the scope of services responding to this RFP. In analysis of existing models, consultants may broaden the definitions of AB 309 to fit within Berkeley’s context and the City’s capacity. This includes models in which projects are:

- Socially owned (e.g., by a nonprofit, cooperative or community land trust);
- Financed for such ownership as mixed-income and financially self-sustaining (i.e., rents from higher income residents cross-subsidize rents of lower-income residents) with long-term affordability restrictions.

## **II. SCOPE OF SERVICES**

The City is issuing this RFP in order to select an entity that can study potential social housing models for the City of Berkeley, as well as conduct market analysis specific to Berkeley to inform feasibility assessments of such models.

This RFP seeks to produce a report that will inform City Council’s consideration of potential next steps in the development of social housing activities in Berkeley, with specific analysis on the potential of City-owned properties.

The City is seeking an entity that can demonstrate the skills and experience to complete the tasks outlined below. The selected firm will provide a Proposal demonstrating their ability to complete a **report on social housing models and market analysis for social housing**.

The Selected Applicant will enter into a contract with the City to complete the following Scope of Work deliverables:

- Study and synthesize social housing models in other places, highlighting relevance to Berkeley;
- Conduct and summarize market analysis relevant to potential social housing models in Berkeley, including market analysis under both current conditions as well as under zoning/land use regulation changes that would maximize feasibility of mixed-income development;
- Conduct 1-2 case studies on mixed-income development potential of specific City-owned parcels, including the property at 1011 University Avenue, taking into account historic preservation (see Attachments J and K for more information). City staff will work with the selected Applicant to provide up-to-date information on total impact fees, permit fees, and other City requirements applicable to each model;
- Summarize options for social housing models in Berkeley, including analysis of relevant developable parcels, costs and potential funding sources (including the possibility of a revolving loan fund if applicable), feasible income mixes, and potential zoning/land use changes that may better facilitate social housing (if necessary).

The City will use this RFP to select an Applicant (or Applicant Team) that can demonstrate the ability to complete policy research on social housing models as well as market analysis relevant to social housing models in Berkeley.

The selected Applicant would be expected to synthesize information on existing social housing models and on Berkeley's market analysis to determine feasible potential models for social housing in Berkeley. The City will assume ownership of all work products provided by Applicant who enters into a contract as a result of this RFP.

### **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, telephone number, and email address of the contact person and company tax identification number. Describe proposed team configuration and staffing plan for the project indicating the roles and responsibilities of each team member entity, including the individual's time commitment to the project. Proposed lines of communication with City staff should also be indicated. For each individual, provide current professional registrations, related experience, educational background, years of experience with the team, and background information demonstrating their capabilities and qualifications to perform the assigned task.

#### **2. Client References:**

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

#### **3. 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.

4. Experience:

Briefly describe the Applicant's experience, the names of the Board of Directors if any, number of years in business, and description of services the entity provides. In the case of applications submitted by an Applicant team, each organization included as a member of the applicant team must provide this information.

Identify projects completed or underway similar in nature and scope to those outlined in the scope of work. Provide a complete listing of all related work undertaken or completed in the past five (5) years, with a minimum of three (3) comparable projects, in an easily comprehensible format. The listings must include: project name, location, contract value, and description (describe relevance to this project); and role of the project manager in the effort. Relevant work should highlight Applicant's ability to conduct policy research on affordable housing-related policy, identify data sources for housing and construction costs, conduct market analysis, and present different policy options based on local context. Work should also highlight applicant's knowledge of relevant funding sources, familiarity with different housing provider types, and understanding of affordable housing regulations.

5. Scope of Work:

The proposal shall include a Scope of Work that contains as much detail as needed to describe how the required services will be performed, including:

- **Deliverables:** Identifies deliverables and associated tasks, as well as proposed approach.
- **Schedule:** Proposes a schedule for the completion of all required tasks.
- **Price Proposal:** Details costs by deliverable.

*Deliverables:*

Proposal shall include a clear description of the Consultant's understanding of the project, including key milestones and all deliverables, and state the approaches and methodologies which the consultant proposes to undertake in order to meet the stated objectives of the City. This section should include preliminary information on the applicant's proposed Scope of Work to the project, including but not limited to:

- Understanding of social housing
- Understanding of affordable housing policy frameworks and regulations relevant to social housing
- Capacity to conduct market analysis, including identifying data sources and appropriate assumptions
- Understanding of land use regulations that impact site feasibility

*Schedule:*

The Scope of Work shall include a schedule identifying the completion of all required tasks including key milestones and deliverables. The key milestones should include a draft of the social housing policy and market analysis report, a final social housing report, and a proposed number of meetings inclusive of the project initiation and conversations associated with the aforementioned tasks.

*Price Proposal:*

The proposal shall include pricing for all services. The Proposal shall itemize all services by task, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.)

#### **IV. SELECTION CRITERIA**

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

Ideal Applicants will have a proven track record of delivering relevant timely and professional quality services; demonstrated data analysis expertise, specifically market analysis; strong project management and administrative capacity; and an understanding of affordable housing policy approaches, regulations, and funding sources.

<b>Criteria</b>	<b>Points</b>
Scope of Work – quality, strength, and thoughtfulness of Applicant’s proposal for timely execution of requested work. Specific consideration will be given to reasonableness of proposed schedule.	<b>40</b>
Experience – demonstrated market analysis expertise. Demonstrated understanding of affordable housing policy approaches, regulations, and funding sources.	<b>40</b>
References – proven track record of delivering relevant timely and professional quality services. Strong project management and administrative capacity.	<b>20</b>

*\* 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 and score submittals.

## V. 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.

**VI. 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.

***Insurance not Necessary: If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City.***

***\*\* This determination must be made by the Risk Manager in writing before the RFP is issued. \*\****

***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.)***

**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."

## **VII. SCHEDULE (Dates are subject to change)**

<input type="checkbox"/> Issue RFP to Potential Bidders:	April 4, 2023
<input type="checkbox"/> Questions Due	April 18, 2023
<input type="checkbox"/> Proposals Due from Potential Bidders	May 2, 2023
<input type="checkbox"/> Complete Selection Process	May 10, 2023
<input type="checkbox"/> Council Approval of Contract (over \$50k)	June 27, 2023
<input type="checkbox"/> Award of Contract	June 28, 2023



- ☐ Sign and Process Contract
- ☐ Notice to Proceed

July 26, 2023  
July 27, 2023

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 |
| • Referral Response: City Property for<br>Affordable Housing and Modular Micro- Unit Buildings   | Attachment J |
| • Referral Response: Direction and Referral<br>Regarding “Premier Cru” Property (1011 University)  | Attachment K |
| • Resolution Recognizing Housing as Human Right;<br>Referring to City Manager Several Measures to Begin<br>Developing Social Housing in the City of Berkeley | Attachment L |

## ATTACHMENT A

### **CHECKLIST**

- ☐ Contractor Identification and Company Information
- ☐ Client References
- ☐ Price Proposal
- ☐ Contract Terminations
- ☐ Experience
- ☐ Scope of Work
- ☐ The following forms, completed and **signed in blue ink** (attached):
  - ☐ Non-Discrimination/Workforce Composition Form Attachment B
  - ☐ Nuclear Free Disclosure Form Attachment C
  - ☐ Oppressive States Form Attachment D
  - ☐ Sanctuary City Compliance Statement Attachment E
  - ☐ Living Wage Form (*may be optional*) Attachment F
  - ☐ Equal Benefits Certification (EBO-1) (*may be optional*) 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	
	Femal e	Mal e	Femal e	Mal e	Femal e	Mal e	Femal e	Mal e	Femal e	Mal e	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: **Social Housing Models and Market Analysis/23-11580-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.

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-C**

**Attachment B (page 2)**

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

I (we) certify that:

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

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

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

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

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

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

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

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

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

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-C**

**Attachment C**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-C**

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

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

**Attachment D**

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

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

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

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

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

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

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

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



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

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

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-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: **Social Housing Models and Market Analysis/23-11580-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: **Social Housing Models and Market Analysis/23-11580-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: **Social Housing Models and Market Analysis/23-11580-C**

**Attachment F (page 2)**

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).

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-C**

**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 \_\_\_\_\_,  
(State) (City)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

#### **FOR CITY OF BERKELEY USE ONLY**

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

☐ One-Person Contractor/Vendor

☐ Full Compliance

☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date:

Staff Name (Sign and Print): \_\_\_\_\_ Date: \_\_\_\_\_

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-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: **Social Housing Models and Market Analysis/23-11580-C**

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

**Attachment H**



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

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

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

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

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

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

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

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

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

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

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

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

Contract Description/Specification No: **Social Housing Models and Market Analysis/23-11580-C**

**Attachment I**