



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 24-11628-C
FOR
Housing Inspection and Code Enforcement Software
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals *for Housing Inspection and Code Enforcement Software*. 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, Dec 7, 2023.** Proposals are to be sent via email with the “**Specification No. 24-11628-C and Housing Inspection and Code Enforcement Software**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, “**Proposal Vendor Name - 24-11628-C Housing Inspection and Code Enforcement Software.**” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing Vendor Name - 24-11628-C Housing Inspection and Code Enforcement Software.**”

Email Proposals to:
City of Berkeley
Finance Department/General Services Division
purchasing@berkeleyca.gov

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

For questions concerning the anticipated work, or scope of the project, please **contact Jenny McNulty, Resilient Buildings Program Manager**, via email at jmcnulty@berkeleyca.gov no later than Nov 17, 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. INTRODUCTION

Summary

The City of Berkeley is soliciting proposals from qualified companies to provide cloud-based government software for code enforcement and proactive housing inspections that meet the requirements identified in this RFP.

The Rental Housing Safety Program (RHSP), in the Building and Safety Division, performs proactive and complaint-based housing inspections. The RHSP is seeking to replace its current systems, the Accela Housing Module and the Miscellaneous Receivables (MR) Module in FUNDS\$ (AS-400) with a “New System” that will increase the efficiency of inspections and include online payments.

The New System will be used for billing and payments. The software will include an online public portal, will allow for management of contact information and have functionality for citation issuance. The New System will provide for processing both reactive and proactive cases and will provide access and functionality to inspectors in the field. The New System will include a high functioning app that can be used offline and synched.

The City requires that any proposal for a new system include professional services, cloud-based platform hosting and ongoing maintenance and support.

Background

Billing and Payments

RHSP bills for three primary fees, currently using the FUNDS\$ MR module.

1. **Flat fees per unit/room** are billed once per year, with two subsequent invoices sent with penalty fees applied.
2. **Inspection service fees** are billed monthly until paid. Penalty fees are added on late payments.
3. **Citations** are billed monthly until paid. No penalties fees are assessed.

Unpaid fees are added as special assessment tax liens to property tax bills.

Inspections

The Rental Housing Safety Program performs reactive and proactive inspections. Reactive inspections are performed in response to tenant or owner requests for service. Currently, properties are selected randomly for proactive inspections. Once all properties have been inspected, the RHSP will change to a process where all units are inspected on a cyclical basis, based on the last inspection date.

II. SCOPE OF SERVICES

The City seeks a solution that will provide for process improvement and that has the flexibility and capability to meet current and future business functions. Vendors should prepare their proposals based on addressing the requirements that are listed in the following exhibits:

- ❖ Exhibit J – Functional and Technical Requirements
- ❖ Exhibit K – Report Specification
- ❖ Exhibit L – Interface Specification
- ❖ Exhibit M – Data Migration Requirements

The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves. It is the City’s intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain various components of the New Software.

The vendor selected as a result of this RFP must be prepared to begin work immediately upon contract execution. The term of the contract will be five years. The maximum implementation time from work start to Go-Live should not exceed one year.

Implementation Services and Deliverables

To ensure quality throughout the implementation, the Project will include, at minimum, the following services and associated deliverables. Each deliverable will be the responsibility of the vendor and will be formally presented to the City for review and sign off. For milestones with multiple phases, each phase is expected to contain each deliverable (unless noted otherwise).

1. Comprehensive Project Plan (to be created and tracked by Provider’s Project Manager)

- a. Project Implementation Plan: Detailed listing of phases, tasks and subtasks for the entire Project that include: start and completion dates, key milestones, responsibilities, critical path, dependencies and predecessors. Tasks to include all implementation activities, deadlines, milestones, draft deliverables, review periods, final deliverables and sign-offs including tools and methodology.
- b. Requirements Development and Management Plan
- c. Role and Responsibilities including Escalation
- d. Communication Plan
- e. Risk Management Plan
- f. Change Management Plan
- g. Ongoing Communication, Coordination, and Project Status Reports
- h. Administrator and End User Training Plan
- i. Post Go Live and Support Plan
- j. On-going End User Training

2. Technical Infrastructure Design and Implementation Plan

To be created by a Provider design team that is an expert in the product that can recommend best practices for a municipality and implement in accordance with the City’s requirements. Design for each of the (1) production and (2) non-production environments proposed by the Vendor, containing at a minimum detailed information on:

- a. Methodology, tools, procedures, activities, and services for infrastructure installation, configuration and change
- b. Describe the SaaS server systems including application servers, database servers, web servers, and mobile app servers that will service the City of Berkeley. Describe whether these servers will be shared between multiple agencies, and if so, how many. Provide metrics supporting that the server resources will be sufficient to support service for the City of Berkeley with up to a half dozen Housing Inspectors in the field

and a similar number of office staff using the New System at any one time, plus several simultaneous interactions with the public through a web portal.

- c. Software bill of materials including system software, application software, middleware and databases
- d. Security infrastructure and services (identify, protective, monitoring/detective, and failure responsive/recovery)
- e. Data warehouse and reporting requirements
- f. Availability, flexibility, and growth requirements
- g. System Database Schema or Data Dictionary
- h. Roles and Permissions Architecture Documentation
- i. Administration documentation for Berkeley system managers including staff user account and permissions setting procedures and public user account and access setting procedures.
- j. System Integration Standards

3. System Design Document: Work product that identifies both business process decisions as well as system configuration decisions for each in scope business process and system feature adopting industry best practices and standards.

4. System Configuration, Data Migration, Report Building, and Integration

Configuration is to be implemented by a Provider configuration team that is expert in the Provider's product. Data migration is to be implemented by a team expert in data migration from third party software into the Provider's product and will include migration from the City's historical data with data clean-up where appropriate. Integration with third party software is to be implemented by a Provider integration team that is expert in integration with the third-party software to be integrated as well as the Provider's product. See the Business Requirements for integration and data migration specifics.

- a. System Installation and Configuration
- b. Data Conversion / Migration tools, methodology, experience with conversion, recommendation for data to be converted
- c. Data mapping for source and destination at table and field level documents for converted data including any business logic for conversion (Please see Exhibit N Process Maps.)
- d. Clearly document what data is not being converted from source system. (Please see Exhibit N Process Maps.)
- e. Report Implementation and Development (as required) Exhibit K
- f. Inventory of existing reports in legacy systems and migration plan
- g. Robust Application Program Integration with at a minimum integration with software as identified in the Interfaces list (Exhibit L)
- h. **Report Building** – Provider shall help the City customize reports to meet the City's business needs as necessary as specified in the Business Requirements. Currently Rental Housing Safety staff use 33 custom reports built in Microsoft SSRS format to meet the needs specified in the Business Requirements section. The Provider may use any report format that meets the requirements with output to PDF for most reports.

5. Testing

- a. Test Plans
- b. User Acceptance Testing:
 - i. Develop UAT test scripts based on the functional requirements and system design document that require successful completion of each item in scope (functional / technical requirements) and the set-up of the system (system configuration)
- c. User Acceptance Plan
- d. UAT sign off from business to trigger milestone payments
- e. Pre-production security testing
- f. Post production security testing

6. Go Live Plan

- a. Complete set of activities required for Go-Live including Go-Live and Post Go-Live support
- b. Activities to include resource names and dependencies
- c. Operational runbook –
 - i. Daily application and infrastructure operations (activities, SLAs);
 - ii. Application and infrastructure troubleshooting and escalation procedures, contacts and SLAs;
 - iii. Security operations.

7. Training

A Provider training team shall train both administrators of the system as well as end users, including inspectors and administrative staff. Please include the number of hours dedicated for training in the proposal. (There will be approximately 15 users with additional staff having view access.)

- a. System Administration documentation and training:
 - i. Complete system manual for how to use the configured system
 - ii. Carryout disaster recovery
 - iii. Resources and process for disaster recovery services
 - iv. System administration documentation for configurations
- b. Role-based End User documentation such as user guides and training
- c. Approach: Type of trainings provided – Hands On, Onsite, Virtual
- d. Documentation provided: Training manuals, videos for future use

8. Go Live and Post Go Live Implementation Support

A Provider support team shall provide cutover support during go live for a minimum of 24 hours, or until all major cutover problems are resolved. Cutover support should provide resources both in the one City office and in the field with at least one Housing Inspector. Post Go-Live support to be estimated and documented:

- a. Vendor Resources: Roles, Responsibilities, Average Estimated Time per Month
- b. City resources: Roles, Responsibilities, Average Estimated Time per Month

9. Ongoing Software Maintenance and Support - Support services offered and recommended including but not limited to:

- a. System Administration – remote performance monitoring, tuning, loading of patches and version releases, etc.
- b. User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process
- c. System Enhancements – approach to user enhancement requests
- d. Hosting or Cloud Services
- e. Online Training / Library resources
- f. System Back-up, Redundancy, Disaster Recovery Services

Three (3) Environments

Implementation and hosting services to be provided for three (3) environments: Production, Test and Development.

Post Go Live Health Check

Proposal to include a visit from the Provider four (4) months after go live to check in on the City's use of the system, provide recommendation for adjustments, make the adjustments (if necessary), configure additional reports, and provide 15 hours of refresher training. This post Go Live visit shall include two weeks of full-time engagement by Provider staff capable of expertly providing configuration changes and adjustments to the New System as needed and leading the refresher training.

Ongoing system support

After implementation, the following services will be provided:

1. **Live Support** – 7:30AM to 4:30PM Pacific Standard Time quick response support
2. **Software Hosting Services** – full SaaS solution including major and minor updates to all major modules including back-office, public facing portal, mobile application, and reporting services. Updates are to be applied to all 3 environments (Prod, Test and Dev). Security and bug fix patches to be applied in a timely manner. A test environment will be provided to test patches, impacts on other City systems, etc. prior to rolling out to production.

III BUSINESS REQUIREMENTS

Billing and Payments

The Provider will provide an integrated software solution (New System) that shall allow staff to bill, receive payment online and by check, and access property owner contact information. The New System shall be fully integrated to provide a consolidated system with billing, document management, user management, and automated business process workflow capabilities. The New System shall include historical financial data and user information from the current system, FUNDS\$, into its database. The Rental Housing Safety Program will retire its current systems and any other auxiliary tools that are currently being used. At a high level, the New System shall have the below listed capabilities:

- User and Access Management – The New System shall allow staff to create and manage external users and shall allow supervisory staff to create and manage internal users. Additionally, the New System shall allow staff to control access to data and features based on user type and role.
- On-site and Online Payment Collection – The New System shall allow collecting annual fees inspection service fees, penalty fees and citation fees. The New System shall allow recording check, cash, debit and credit card payments made on-site at the Permit Service Center. The New System shall allow users to make payments online, using an Online Public Portal connecting to a third-party payment processor, selected by the Planning and Finance Departments. The online payment module shall support e-checks and Visa and Mastercard debit and credit cards. The third-party payment processor and the New System portal must meet all PCI DSS compliance requirements. Please submit the attestation of compliance (AOC) in the proposal.
- Adding/Deleting Accounts - Staff shall be able to add new external user accounts with a billing address and a service address and inactivate accounts which have sold or are no longer rental properties. The New System shall provide a means to track external users, such as property manager and owners, with multiple service addresses, adding or deleting service addresses as appropriate.
- Data File - Staff will be able to export a data file, in a standard format such as Excel or CSV, from the New System with owner contact information and fees owed to provide to a print and mail vendor to send out invoices for the billing of annual flat fees.
- Online Public Portal – The New System shall provide an online public portal to external users. Using the portal, users shall be able to view their account balance, pay any outstanding fees and penalties online, file for exemptions, billing adjustments and refund requests.

- Account Exemption or Corrections - The Online Public Portal will allow owners to submit an exemption or correction request identifying billed units which are non-rental and the New System will adjust the amount owed, and collect the corrected amount from the owner online and allow them to print a revised invoice. The New System will provide the most current information regarding whether an owner has filed a homeowner's exemption with Alameda County and the number of units, either through an interface with RealQuest, or an automated interface with an alternate source of property owner information that is as current and as reliable as RealQuest or better.
- Inspection Service Fees – The New System shall allow staff to add inspection service fees to cases, which shall be invoiced monthly.
- Penalties – The New System shall automatically apply first and second penalties once annual flat fees and inspection service fees are 30 or 60 days past due.
- Payment Reconciliation – The New System shall allow staff to reconcile payments collected both on-site (by user/cashier) and online and match them with customer account numbers and service addresses in the New System.
- Cash Receipts – The New System needs to produce (i) a file that will interface to Tyler Munis Cash Receipts module that includes the payment amount broken down by the specific fees/charges being paid; and (ii) a report that is easy to interpret that reconciles to the receipts recorded in Tyler Munis, and lists deposits by tender type. The New System shall have the capacity to apply payments to penalties first, then first in / first out.
- Refund Interface File – The New System should be able to produce a file that interfaces to Tyler Munis Accounts Payable module to produce refund payments to customers.
- Document Management – The New System shall allow internal and external users to upload case documents. Documents uploaded by external users shall be kept separately.
- Search – The New System shall allow staff to easily and quickly look up information. All users shall be able to search for property information by case or account number, address, APN, and owner name. Staff users shall be able to search for owner contact information.
- ADA & Section 508 Compliance – All user interfaces shall be at minimum WCAG 2.0 compliant.
- Cloud-Hosted – The New System shall be hosted in cloud using SaaS type cloud services.
- APO Information - The APO (Address Parcel Owner) information will be updated monthly with the most current information from the County and the updated information will be used for scheduling proactive cases and billing annual fees. Property owners shall have the ability to update their mailing address using the Online Public Portal. For active housing cases, rather than updating owner contact information, the New System will generate a report alerting staff of ownership information changes and an email will be sent to alert administrative staff to review the change.

- Citations – The New System shall have functionality to issue and invoice for administrative citations, to rescind citations and track payment and compliance.
- Collections for Sold Properties - The New System shall allow billing/collections of “RP” accounts, accounts with balances for properties which have sold.
- Liens – Reports shall be available listing outstanding charges for accounts with unpaid fees and fines and it will be possible to export information to an excel document. Ideally, it will be possible to batch lien letters for past due accounts once per year.

Inspections

The New System shall replace the Housing Module in Accela and shall allow staff to schedule, review, revise and result inspections, track activities, mail notices, close cases, manage contact information and communicate with administrative staff of required next steps. The New System shall allow migration of data into the Outlook Calendar with email functionality and GIS map. The New System shall allow users to customize viewing preferences. The New System will have the capability to store data and have a violations library available for users.

- Web-based, Mobile-responsive & App – The New System shall be web-based and mobile responsive and shall function on all major smartphones and tablets. It will include a high functioning app that can be used offline for data entry, review, resulting and revisions and the ability to be reconfigured in the future (under a separate scope) if needs change. The data may be saved manually or be synced automatically. The app shall have the capability of taking photos or extracting photos from the photo library, which can be saved on each individual violation or in individual cases. The photos may be edited after saving. The app shall provide printing and email functionality on-site.
- Requests for Service – The Online Public Portal will be used by tenants and owners to submit requests for service to request a housing inspection and will have the ability to QA/QC addresses to ensure validity and offer suggested edits if required. A housing case will be auto-generated, auto-assigned by inspector area, and auto-emailed to staff. The new system will have the capability of an automatic email generation when a process is completed.
- Proactive Case Creation – Initially, proactive cases shall be randomly selected from buildings which have been billed for the annual fee. In the future, cases will be scheduled on a cyclical basis. The New System will be able to, based on specific criteria, such as an inspector area, create new cases in batch and create duplicate cases for inspected units as needed either on a case by case basis or by batch. The New System will be able to search data for cases opened, closed or active along with associated dates. The New System will be able to separate such cases and determine if new cases can be created. It will provide a report containing APO information (including owner information number of units and Homeowners’ Exemption status) and account mailing information, number of units and exemption request status for these cases/accounts.
- Business Process Management & Electronic Forms – The New System shall provide built-in workflows including, but not limited to Request for Service (RFS) Case Creation, Pro-Active Case Creation, Initial Inspection Process, Notice of Violation Process, Schedule A Citation Process, Billing Adjustment Process, Inspection under Extensions, Cases under Permits, Cases under Vacant Extensions and Cases under Office Reviews. The New System shall allow authorized personnel to

create templates and maintain templates such as notices and handout templates for the documents mentioned above and allow authorized staff to revise, add and delete. The following templates may include RHSP Permit Instructions, Intent to Inspect Letters, Initial Inspection Results Letter, Notices of Violation Letters including Violation Lists, Billing Adjustment Response Letters, Citation Letters, Lien Notices, and other letters as needed. The New System shall facilitate output of edited forms in PDF format.

- Dashboard and Reporting – The New System shall have a built-in dashboard and reports to inform staff about key performance indicators, such as the number of initial inspections and re-inspections by inspector for reactive and proactive cases, number of cases closed by inspector, time to close case, new reactive and proactive cases per inspector and average number of violations. The New System shall allow customization of reports to include other related activities such as fee reviews, permit inspections, permit review, case evaluations, case reviews, etc.
- Optional Task: Route Mapping: The New System shall have a mobile app with the ability to communicate with Apple Maps (iOS) and/or Google Map. The daily inspections shall be marked with addresses and routed on either of these maps. The inspectors shall be able to set the route with the following configurations: Closest to Farthest, Farthest to Closest, From Headquarters (HQ) to Home or From Home to HQ, HQ to HQ, Home to Home. The routing shall be available with the use of an iPhone. The New System shall provide the street by street directions given by Apple Maps or Google Map. The New System mobile app shall recognize the addresses read in from scheduled inspections entered in the New System back end application or mobile app by inspector and date and adjust the street by street directions. The New System shall be compatible with the iOS operating system (iPhone or apple products) or Windows 11 or Android
- Violation Library and Violations – The New System shall support a custom violations library, including violation location, violation category, violation description, violation detail. Violations will be automatically numbered, and it would be preferable for the inspector to be able to revise the numerical order of the list in the field. Additions, revision and deletions of data to this library shall be easily performed by authorized housing staff.
 - The New System shall provide for the inspector to input the date noted, date corrected and status for violations.
 - The New System shall provide a function to add a photo for each observed violation to made part of the case violation list.
- Inspections –The New System shall provide the inspector the history of the case with inspection history, contacts, results, fees and other recorded activities. The New System will provide the inspector the ability to use an auto function that provides step by step processing using pop-up recommended next steps or equivalent screen alerts. The New System also will have the ability to choose a manual function of processing. The step by step processing shall include resulting violations, entering violations, entering photographs of the violations, resulting the inspection, entering new activities including inspections, re-inspections, granting extensions, office reviews, permit research and other related activity, entering new or additional contacts, email address or mailing addresses, entering canned narratives or specific narratives, submitting fees. The New System shall integrate with Microsoft Outlook calendar. The inspector may enter in new inspection dates and times in the New System’s mobile app or back end application and have the date and time marked in Outlook or have the inspector select the date and time in Outlook and those selected will be automatically entered

into the app. The New System shall be able to generate a notice of a temporary or pending notice of violation to issue to the owner, property manager, tenant or the requester on site either by email or by a printed format where the inspector may have a portable printer on hand. This temporary or pending notice shall include a copy of the relevant violation list.

- Supervisor Review – The New System shall provide the option of requiring supervisor review for next step activities which may include the intent to inspect, initial inspection results, notices of violation, addendums and other selected activities. This New System will provide the supervisor options for who is required to forward supervisor review and will automatically inform the inspector that a supervisor review is required to be selected. A bypass of this function shall also be available to the inspector.
- Notices – The New System shall provide authorized users the option of auto-print for cases that meet specified criteria set by authorized users. The auto-print function shall include printing notices or letters to designated printer set by authorized users and auto generated email notification or other equivalent notification system sent to assigned staff. Assigned staff are selected by authorized users. Once notices are generated, they shall be automatically uploaded to the case file and automatically sent to a New System specified printer with the number of copies needed. Staff shall be able to edit notices at any time without need for assistance from the vendor or IT staff, including notices of intent to inspect, violation, date change and closure and compliance.
- Contacts – Staff shall be able to add additional contacts to each case. Inspectors shall be able to enter new contact information in the field in the New System mobile app. The New System shall maintain a library of contacts revisable by authorized City of Berkeley personnel. A search function shall be available on the mobile app. The search parameter shall include contact identification number, name (first/last), address, phone number, and email address. The result of the search may insert the contact information as a new contact under the case.

Address Verification – The New System shall be configurable to automatically check weekly upcoming inspections and verify Alameda County records for any changes in owner information such as new owner, new mailing address, or other related fields pre-selected by housing staff. The New System will automatically inform the inspectors or staff, by email and/or New System mobile app of the changes in owner information. The New System shall check if any owner addresses have changed for the week's upcoming inspections and notify staff. The New System will have the ability to allow users to check selected addresses and verify the validity of such addresses, and allow for single or multiple address verifications. Alameda County updates Address-Parcel-Owner information monthly. Currently housing staff use RealQuest to verify current owner and other current property data before inspections in part because this data is updated more often than the monthly County updates. The New System shall either interface with RealQuest, or provide an automated interface with an alternate source of property owner information that is as current and as reliable as RealQuest or better.

See **Exhibit N Process Maps** for additional information about housing inspection, administrative and revenue collection processes.

Exterior Elevated Elements

- The New System software shall provide fields to track compliance of buildings in the City with the Exterior Elevated Elements (E3) inspection requirement and note any corrective work required. The current fields used in the existing application, provided in Exhibit P, shall be replicated without

alteration. The New System software shall provide reporting functionality to show properties out of compliance or in partial compliance with E3 requirements as defined by the existing local ordinance.

Citation Issuance

Citations are currently issued for failure to complete the Self-Certification Checklist (Schedule A), Exhibit Q, for not complying with the requirements of the Exterior Elevated Elements Inspection Program or for not completing a mandatory seismic retrofit.

- When citations are issued, the New System shall make it possible to email citations to the responsible party for each property cited and also include a copy/“CC” to additional addresses specified by staff.
- Once a citation is issued, an email shall be automatically sent to the City Attorney’s office with a copy of the citation. If a batch of citations are issued, then one email shall be sent to the City Attorney’s office listing all issued citations.
- On a single screen, staff shall be able to see what a customer has been cited for and if they have paid for the last five years.
- The New System shall provide the capability of batching citations. If citations are ready to be issued to 20 properties for the same violation, it shall be possible to select the properties and create 20 citations, without having to individually create a citation for each one.
- If an inspector ticks a checkbox at an initial inspection for a reactive case to indicate a Schedule A form was not received, the system shall auto-generate a citation, which the administrative staff will mail to the party cited.

Third Party Software Integration

Required Integrations

ArcGIS: The New System shall have the ability to consume ArcGIS services from the City to validate property addresses within the City and retrieve current owner and parcel number information in real time.

Property Owner Verification: The New System shall have the ability to automatically check upcoming inspection addresses, at minimum on a monthly (and preferably on a weekly) basis, to verify Alameda County records for any changes in owner information such as new owner, new mailing address, or other data in Alameda County and/or private service property records pre-selected by housing staff. Currently housing staff use RealQuest to verify current owner and other current property data before inspections. The New System shall either interface with RealQuest, or provide an automated interface with an alternate source of property owner information that is as current and as reliable as RealQuest or better. The Rental Housing Safety Program also uses RealQuest to view the number of units and whether a property owner has a homeowner’s exemption.

Outlook: The New System shall have the ability to interface with the Microsoft Outlook calendars used by the City’s Microsoft 365 account. Any Housing Inspector shall be able to enter in new inspection dates and times in the New System’s mobile app or back end application and have the date and time marked in Outlook and the Inspector shall be able to select the date and time in his or her Outlook calendar and have

dates and times selected automatically entered into the New System's mobile app and back end application as inspection dates and times.

Adobe PDF: The New System shall be able to output all pre-written and newly edited forms in Adobe PDF format.

Tyler Munis:

- **Cash Receipts Interface File and Report:** The New System shall be capable of producing (i) a file that will interface to the Tyler Munis Cash Receipts module that includes the payment amount broken down by the specific fees/charges being paid; and (ii) a report that is easy to interpret that reconciles to the receipts recorded in Tyler Munis, and lists deposits by tender type. The New System shall have the capacity to apply payments to penalties first, then first in / first out.

Payment Processors: The New System shall be capable of connecting through a public facing web interface to a commercial online payment processor to collect payments for all types of fees and fines assessed by the City Housing Code Enforcement and Rental Housing Safety Program. Successful payments and failed payments reported back by the commercial payment processor shall be recorded in the New System's database. Currently the City is using ACI, Elavon, and Wells Fargo E-bill Express for general online payment processing, so an interface with one of these three is preferred.

Optional Integrations

Blitzz: The New System shall be capable of collecting inspection time and remote public user information and downloading video, audio, and photos recorded by the Blitzz remote video inspection app and stored on the Blitzz server in an account for the City of Berkeley.

Tyler Munis:

- **Refund Interface File** – The New System shall be capable of producing a file that interfaces to the Tyler Munis Accounts Payable module to produce refund payments to customers.

Accela Civic Platform Data Pull: The New System shall be capable of pulling data on the history of building permits issued on any City address subject to a Housing Inspection including the type of work (building, mechanical, electrical, or plumbing), description of work, building inspection history, and the current status of the building permit. Building permit data shall be viewable on the New System Mobile App by any Housing Inspector in the field as well by City staff using the New System back office interface. Building permit data is available and updated in a City hosted Accela Civic Platform structured database in Microsoft SQL Server. Building permit history can be migrated from the database initially, but shall be updated preferably in real time, or at a minimum daily. Accela provides an API that can be used for real time building permit data update, or a daily batch process update can be acceptable.

Accela Civic Platform Data Push: The New System shall push the existing violations library, which is unique to Berkeley, including violation location, violation category, violation description, violation detail, date noted, date corrected, and violation status into the Berkeley Accela Civic Platform system so that the data can be made available through the Accela Civic Platform interface to Planning and Development staff not part of the Rental Housing Safety Program. This may be done by writing housing violations data to the City hosted Accela database on, at a minimum, a daily batch basis, or preferably by real time update of Accela accessible data using the Accela API.

OPTIONAL TASK: Integration with Accela

Apple Maps and Google Map: The New System shall have a mobile app with the ability to communicate with Apple Maps (iOS) and Google Map (Android) on the relevant mobile device.

OPTIONAL TASK: *Apple CarPlay*: The New System's mobile app and the interface with Apple Maps shall be capable of being viewed and controlled through Apple CarPlay on the dashboard display of vehicles that support Apple CarPlay.

Data Migration

Existing Housing case data, including property locations, owner contacts, tenant contacts, complaints received, inspections scheduled, violations found, violations cleared, notifications sent, photographs uploaded and other data must be migrated from storage in a SQL Server database on a City of Berkeley on site server in a table structure defined by Accela version 22.1.2. Exterior Elevated Elements data must be also migrated from the same Accela defined SQL Server database.

Existing historical financial data and user information must be migrated from the current Central Square accounts receivable system FUNDS\$ MR (Miscellaneous Receivables) database. Data from FUNDS\$ can be provided in Excel format or CSV format. The customer account file includes the customer name and billing address, the customer type file includes the property address, account type, fee type and number of units or rooms and the charge history file includes the charge dates, charge codes, adjustments, payments and notes.

Existing building permit history data including the type of work (building, mechanical, electrical, or plumbing), description of work, building inspection history, and the time of migration status of the building permit must be migrated from storage in a SQL Server database on a City of Berkeley on site server in a table structure defined by Accela version 22.1.2.

Security

Security functionality must map to and address each function, category, and subcategory of the current NIST Cybersecurity Framework. Core (NIST CSF). Security must apply to the hosts, infrastructure, database, screen, processes and secured data elements. Security must be enforced across all transactions, workflows, modules and queries, even those coming from an external source (i.e. reporting tool). Security identity and access includes user / job role-based access, authentication (account management, password management and other account related activities) and single-sign on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services. The implemented system shall provide identity and access security by groups and individual users/services. Security must include minimum inquiry, add, update, and delete levels.

Security Documentation

Provide security documentation for your proposed solution. This should include high-level security diagrams and other documentation such as architecture, policies, procedures, and compliance with laws, NIST CSF, SSAE-16, HIPAA, SOX, FedRAMP, etc. Security patches and software upgrades should be current, and backup procedures for remote files and databases should be put in place. Third party software integration should be verified.

1. **Please attach the Data Center Security Guide**, including but not limited to:
 - a. Physical, Admin and Technical Security Controls;
 - b. Data Breach Notification Procedures;

- i. Security Program
- ii. System Upgrade Policy

Disaster Recovery / High Availability

Solution will be available a minimum of 99.99% of the time and should be geo-redundant. Additionally, provider will supply the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) in your proposal.

IV. 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. Proposal Organization:

The proposal should be organized into the following major sections:

Figure 4.2.1: Proposal Format & Content

- Proposal Cover Page
- Letter of Transmittal
- Table of Contents

Section 1 Executive Summary

Section 2 Company Background & Qualifications

- 2.1 Company Background
- 2.2 Qualifications / Experience - Include your experience providing software for rental housing inspections and a list of jurisdictions which have used your product for rental housing inspections
- 2.3 Project Team
- 2.4 Customer References
- 2.5 Financial Information

Section 3 Technical Proposal

- 3.1 Proposed SaaS System Architecture
- 3.2 Mobile Hardware and Mobile System Architecture
- 3.3 SaaS Application Software
- 3.4 Mobile App Software
- 3.5 Third Party Software including Web Browsers and Mobile OS and Applications supported
- 3.6 Cloud Computing Hosting Systems
- 3.7 Database System
- 3.8 Network and Security Systems
- 3.9 Hosting Hardware Upgrade and Support Policy
- 3.10 Software Upgrade and Support Policy
- 3.11 PCI Attestation of Compliance (AOC)
- 3.12 Security Documentation
- 3.13 Disaster Recovery / High-Availability

Section 4 Scope of Work

- 4.1 Project Approach & Methodology
- 4.2 Project Management Methodology
- 4.3 Work Plan, Assumptions & Deliverables
- 4.4 Hosting
- 4.5 On-Going Support and Maintenance
- 4.6 Warranty and Maintenance
- 4.7 Project Schedule

Section 5 Project Organization, Staffing & Key Personnel

- 5.1 Project Team & Sub-consultants
- 5.2 Project Manager
- 5.3 Staff Matrix
- 5.4 Resumes

Section 6 Responses to Technical Requirements with Completed Exhibits J, K, L and M

- 6.1 Functional and Technical Requirements
- 6.2 Reporting Requirements
- 6.3 Interface Requirements
- 6.4 Data Migration Requirements

Section 7 Cost Proposal – Refer to item # 8 below for details

- 7.1 Cost Summary
- 7.2 Detailed Cost Proposal / Payment Schedule (Exhibit O)
- 7.3 Optional Costs Not Identified in the RFP
- 7.4 Hourly Rates

Section 8 Exceptions to the RFP

Section 9 Contract Terminations

Section 10 Contract

- 10.1 Vendor Comments to City Contract Provisions in RFP if any Limitations or Objections
- 10.2 Standard Vendor Agreements if Applicable

3. Completed Response to Exhibit J: Functional and Technical Requirements: Responses to the matrix should indicate whether the proposed solution can perform or has the indicated feature, functionality, and or capability. If it requires customization, please indicate whether it will be free of charge or involve professional services. Be sure to itemize the customization costs (if applicable) in your proposal.
4. Completed Response to Exhibit K: Reporting Requirements: Responses to the matrix must clearly indicate if the report comes out of the box, is configurable with system tools, or requires programming. If additional configuration or programming is required, please detail all costs.
5. Completed Response to Exhibit L: Interface Requirements: Please review the City of Berkeley’s interface requirements and provide a detailed cost breakdown for each interface.
6. Completed Response to Exhibit M: Data Migration Requirements: Please review the City of Berkeley’s data migration requirements and provide a detailed cost breakdown for data migration.
7. Exhibits J, K and L include a matrix. Place a “1” in the appropriate column in those exhibits:

| Proposer's Response Codes – Functionality Provided | |
|--|---|
| Y | Requirement met out of the box |
| C | Requirement met via Configuration |
| P | Requirement not met, provided via Programming |
| T | Requirement met by Third Party |
| N | Requirement not met |
| \$ | Included in the price. If not included in the price, specify the price in the notes column. |

Capability Response to be answered as follows:

- “Yes” – which means the proposed solution currently has the required functionality, report, or feature;
- “No” – which means the proposed solution does not currently have the required functionality, report or feature; **or**
- “Can be done, but requires customization” – which means the proposed solution can be customized to include the required functionality, report or feature. If this answer is chosen, then please elaborate in the column to the right by providing details regarding the level of effort required and an itemized listing of proposed implementation costs. Please indicate if these costs are included in the proposal or optional.

8. Experience:

Describe proposer’s prior relevant experience delivering Housing Inspection and Code Enforcement Software solutions, particularly to public sector entities within the last two years.

The Vendors will provide the following:

8.1 Project Team & Sub-consultants

Provide a project organization chart showing City and Vendor staff. Illustrate the Vendor’s team structure and project titles, including key Prime and Subconsultant project staff. The project org chart will illustrate the proposed level of City staff participation.

8.2 Project Manager

Provide a brief overview on the proposed Project Manager background highlighting the Project Management experience, strengths, and accomplishments in the successful execution of similar software deployments in the government space or comparable environments.

8.3 Staff Matrix

Include a matrix showing the name / title, education / professional experience and the specific role each member will play on the project and the defined scope of work/tasks.

8.4 Resumes of Key Staff

Provide resumes of the Project Manager and key staff who will be assigned to this project.

9. Client References:

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

10. Price Proposal:

The proposal shall be all inclusive unless indicated otherwise. This is a milestone-based proposal with fixed fees per milestone. This will result in a fixed fee contract covering implementation services and post go live support

for the first five (5) years. The Proposal shall itemize all services 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.)

Hosting and Maintenance & Support fees, if applicable, are only to be charged after Go Live. Please include Hosting and Maintenance & Support fees, if applicable, for the first five (5) years after Go Live in your bid as separate line items.

Separately, please provide a breakdown of your hourly charges for personnel. For example, project manager, software engineer, implementation lead, trainer, etc.

10.1 Detailed Systems Costs & Payment Schedule

Vendors will provide a detailed cost and payment schedule for your proposed products and services in this section. The payment schedule should be based on, and list, project deliverables and associated payments.

1. Software Licensing Costs
2. Software Hosting Cost (if separate from software licensing costs)
3. Maintenance and Support Cost
4. Staff Training Cost
5. Any Additional System Software or Licensing Costs
6. Any Other Costs (not identified in the City's RFP document)

Vendors will fill out Exhibit O, Cost Proposal Form spreadsheet, to provide their detailed system costs and professional services costs.

11. 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.

V. SELECTION CRITERIA

In the first phase, the following selection criteria will be considered, although not exclusively, in determining which firm is hired.

Phase 1 Selection Criteria

- | | |
|------------------------------------|------------|
| 1. Software Functionality | 50 percent |
| 2. Project Implementation Approach | 30 percent |
| 3. Costs* | 20 percent |

Finalists will move to a second evaluation phase including references checks. In the second phase, the following criteria will be used:

Phase 2 Finalist Selection Criteria

- | | |
|------------------------------------|------------|
| 1. Software Functionality | 45 percent |
| 2. Project Implementation Approach | 15 percent |
| 3. Costs* | 15 percent |
| 4. Ongoing Product Support | 15 percent |
| 5. Expertise and References | 10 percent |

** 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.

Demonstrations

The top ranking vendors will be elevated and invited by the City for demonstration of the firm's proposed software. The City will interview key Vendor staff to be assigned to the project. Vendors that are elevated will be given a date for its scheduled presentation, which may be provided in person or by zoom.

A schedule and demonstration scripts for presentation components will be provided to each Vendor two weeks prior to its scheduled presentation date. The objective of the demonstration phase will be to assess the extent the Vendors' product will meet the business needs of the City. Vendors will be expected to follow demonstration "scripts" provided by the City.

VI. 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' Jenny McNulty, jmcnulty@berkeleyca.gov**; (List on invoice, Attn: Jenny McNulty/Planning Department) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
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.

VII. 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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

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: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

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

H. Statement of Economic Interest:

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

VIII. 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

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."

IX. SCHEDULE (Dates are subject to change)

- | | |
|--|------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | 11/1/2023 |
| <input type="checkbox"/> Questions Due | 11/17/2023 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | 12/7/2023 |
| <input type="checkbox"/> Complete Selection Process | 2/8/2024 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | 3/21/2024 |
| <input type="checkbox"/> Award of Contract | 3/22/2024 |
| <input type="checkbox"/> Sign and Process Contract | 4/22/2024 |
| <input type="checkbox"/> Notice to Proceed | 4/25/2024 |

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 |

Exhibits:

- | | |
|---|-----------|
| • Functional and Technical Requirements | Exhibit J |
| • Report Specification | Exhibit K |
| • Integration Specification | Exhibit L |
| • Data Migration Requirements | Exhibit M |
| • Process Maps (1-6) | Exhibit N |
| • Cost Proposal Form Spreadsheet | Exhibit O |
| • Exterior Elevated Elements Screen | Exhibit P |
| • Schedule A | Exhibit Q |

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Price proposal by task, type of service & personnel (as a separate document from the proposal)
- Exhibits J, K, L and M with Responses
- 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 | |
|---|-----------------|------|-----------------|------|-----------------|------|-----------------|------|--------------------|------|-----------------|------|
| | 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: **Housing Inspection Software/24-11628-C**

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: **Housing Inspection Software/24-11628-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: **Housing Inspection Software/24-11628-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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the 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; and Burma (Myanmar)**

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Housing Inspection Software/24-11628-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: **Housing Inspection Software/24-11628-C**

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: **Housing Inspection Software/24-11628-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: _____

Section III

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

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

Department Name

Department Representative

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Contract Description/Specification No: **Housing Inspection Software/24-11628-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: **Housing Inspection Software/24-11628-C**

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

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative