



**Finance Department**  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 24-11641-C**  
**FOR**

**Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to update Berkeley's General Plan Safety Element, develop a new Environmental Justice Element, and create community-driven metrics and a dashboard to assess Berkeley's progress in equitably meeting climate and resilience goals. 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, Dec 12, 2023**. Proposals are to be sent via email with "**Specification No. 24-11641-C Environmental Justice and Safety Element Update**" 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 formats, as appropriate, with the filename saved as, "**Proposal Vendor Name - 24-11641-C Environmental Justice and Safety Element Update.**"

**Email Proposals to:**  
City of Berkeley  
Finance Department/General Services Division  
[purchasing@berkeleyca.gov](mailto: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.

An optional pre-proposal virtual meeting will be held at **3:00 pm on Wednesday, Nov 8, 2023** via Zoom at <https://us06web.zoom.us/j/82201378174?pwd=YGAWCwjmJNSpO3Y2zLMBYoxiqh2eXJ.1>

Meeting ID: 822 0137 8174

Passcode: 442666

To Join by telephone: (1) (669) 444-9171 or (1) (669) 900-6833

This virtual meeting will provide a forum to ask questions and may assist firms or individuals in identifying potential partners for proposals.

**For questions** concerning the anticipated work, or scope of the project, please **contact Alisa Shen, Principal Planner**, via email at [ashen@berkeleyca.gov](mailto:ashen@berkeleyca.gov) no later than **Wednesday, Nov 15, 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

The City of Berkeley (the “City”), in partnership with the [Ecology Center](#) and the Berkeley Climate Equity Collaborative, was awarded a grant from the Governor’s Office of Planning and Research (OPR) Adaptation Planning Grant Program (APGP). The project includes co-creating with community an update to Berkeley’s General Plan Safety Element, development of a new General Plan Environmental Justice Element, and creation of an Equitable Climate and Resilience Monitoring and Evaluation Strategy and Dashboard. As part of this work, the team will conduct additional technical analyses that will assess environmental justice impacts, which will guide strategies, goals and policies of the Safety and Environmental Justice Elements, as well as future General Plan Element updates. The intent of the project is to co-create equitable climate adaptation and resiliency policies with vulnerable communities, as well as identify meaningful metrics for monitoring and evaluation that are specific and measurable.

In addition to the OPR APGP funding, the City is contributing funds for several aspects of this project, including the environmental review required by the California Environmental Quality Act (CEQA) for final approval by Berkeley City Council of the Safety Element and Environmental Justice Element.

The consultant or consultant team will work collaboratively with City staff, the Ecology Center and the Berkeley Climate Equity Collaborative, and community members. Proposing consultants or consultant teams should provide the full range of requested services under direction of a prime consultant (herein referred to as “consultant”). It is expected that the consultant will:

- Demonstrate expertise in managing planning processes from an equity and community-driven approach.
- Be knowledgeable of the State requirements regarding the Safety and Environmental Justice Elements.
- Formulate realistic and creative solutions to reduce climate change-related impacts and compounded health risks in disadvantaged communities that align with the City’s General Plan and State law.
- Be knowledgeable of technical vulnerability analyses and training, including identifying data sources and assumptions.
- Formulate a strategy and implementation plan to monitor and evaluate equitable climate action, including effective methods for data visualization and storytelling.
- Be knowledgeable of State requirements and able to provide CEQA environmental review, including an Environmental Impact Report (EIR).
- Ensure consistency and cohesion among all project tasks listed in the Scope of Services below.

The City of Berkeley has a long and strong commitment to climate action and community resilience, and has developed numerous long-range plans and short-term strategies from an equity and community-driven perspective to outreach and engagement. Several relevant City-led planning efforts, either recently completed or currently underway, will inform this project, both in terms of technical analysis and community engagement approach:

### ***Community Resilience and Climate Action***

- **Community Health Assessment, Innovation and Improvement Plan**: The City’s Health, Housing and Community Services Department is embarking on a multi-year planning effort between 2023-2025 to improve health equity and strengthen Berkeley’s public health strategy. The project consists of: 1) a community-wide health assessment; 2) development of a Community Health Improvement Plan, including the creation of a place-based Health Equity and Innovation District where investment and innovative resources will be provided; and 3) design of a Health Innovation and Equity District pilot program to work towards remedying severe health inequities identified in the Community Health Assessment in Berkeley’s neighborhoods that have the worse health outcomes.
- **Local Hazard Mitigation Plan (LHMP)**: The City is currently working on the 2024 update to the existing LHMP, which is expected to be adopted by December 2024. The LHMP documents hazards in Berkeley, vulnerabilities of each hazard, and the City’s mitigation strategy to reduce those vulnerabilities. It is an Appendix to the Disaster Preparedness and Safety Element of the General Plan.

- [Community Wildfire Protection Plan](#): Prepared in 2023, this plan provides a roadmap to mitigate the risks posed by wildfires including goals for improving wildfire response, community preparedness, fuel management, infrastructure, ignition reduction, home hardening, and more.
- [Storm Water Master Plan \(SWMP\)](#): The City's Public Works Department is starting work on a comprehensive Storm Water Master Plan (SWMP) taking place between 2023-2025. The SWMP will include flow monitoring, condition assessment, hydrologic and hydraulic modeling, model calibration, green infrastructure, watershed storage, peak flow attenuation, sea-level rise and other climate change considerations. It will evaluate options for pure gravity flow operations, pumping options, and develop a 15-year Capital Improvement Project plan to address these needs.
- [Existing Building Electrification Strategy](#): Adopted in 2021, this document provides a strategy to transition existing buildings from natural gas appliances to all-electric alternatives in a way that benefits all residents, especially members of historically marginalized communities.
- [Vision 2050 Framework](#): Developed in 2020, the initiative encourages long-term planning to meet challenges to the city's infrastructure, including climate change, inequality, population increases, and obsolescence.
- [Resilience Strategy](#): Prepared in 2014 as part of the 100 Resilient Cities Initiative, the Resilience Strategy articulates solutions that make Berkeley more resilient to physical challenges, such as earthquakes, sea level rise, and aging infrastructure, and social challenges, such as racial inequity.
- [Climate Action Plan \(CAP\)](#): Adopted in 2009, the CAP sets forth a vision of a more sustainable, livable, equitable, and economically vibrant community.

#### ***Land Use Planning Documents***

- [Adeline Corridor Specific Plan](#): Adopted in 2020, the Specific Plan provides a long-range, comprehensive community vision and planning framework for the Adeline Corridor, one of Berkeley's most culturally and economically diverse neighborhoods.
- [2023-2031 Housing Element](#): Adopted in 2023, the updated Housing Element serves as a comprehensive plan to meet the housing needs of Berkeley over the next eight years. Racial and social equity, and protections for vulnerable and historically impacted communities, are key factors in this update to the City's housing plan.

#### **Project Budget**

This project is funded in part by an APGP grant awarded by OPR, as well as by the City of Berkeley, for a total not to exceed budget of \$632,000. The contract with the selected consultant will include a provision for full compliance with APGP Grant Program requirements, including (but not limited to) expenses and reimbursements, clear deliverables and record retention.

#### **Contract Term**

Per OPR APGP requirements, by January 2026, APGP's grant deliverables must be met, including the creation of a Final Public Review Draft Environmental Justice Element, a Final Public Review Draft Safety Element, and a public dashboard reporting metrics and indicators as identified in the Climate & Resilience Monitoring and Evaluation Strategy. The Ecology Center's work will conclude at this time. The consultant's focus in 2026 will be completing the necessary environmental review, including certification of the Final Environmental Impact Report, so that the Environmental Justice and Safety Elements can be formally adopted. This is anticipated by fall of 2026.

**Optional Virtual Pre-Proposal Meeting:**

The City will hold an optional virtual meeting prior to the proposal submission due date to answer questions. The pre-proposal meeting may also assist prime consultants in identifying consultant team members, if applicable. All questions and answers will be provided publicly on the City's website. For more information on the pre-proposal meeting, see <https://berkeleyca.gov/doing-business/working-city/bid-proposal-opportunities>, and scroll to SPEC #24-11641-C. The meeting will take place on November 8, 2023 at 3:00pm Pacific time.

Please click the link below to join the meeting (via the Zoom platform):

<https://us06web.zoom.us/j/82201378174?pwd=YGAWCwjmJNSpO3Y2zLMBYoxiqh2eXJ.1>

Meeting ID: 822 0137 8174

Passcode: 442666

Or Telephone:

(1) (669) 444-9171 or (1) (669) 900-6833

**II. SCOPE OF SERVICES**

The City seeks proposals from qualified consultant(s) to update the General Plan Safety Element, create a new General Plan Environmental Justice Element, create an Equitable Climate and Resilience Monitoring and Evaluation Strategy and Dashboard, prepare technical analyses and training to assess environmental justice and climate change impacts, and complete all necessary CEQA documentation.

The consultant will work in partnership with City staff, the Ecology Center, and the Berkeley Climate Equity Collaborative, and collaborate with other key community members. The Ecology Center has been working with the City since 2022 to create and convene the Berkeley Climate Equity Collaborative, a forum to meaningfully engage organizations that represent low-income, BIPOC and frontline communities, to amplify their voices, elevate their experiences and build their capacity to collaborate as partners in developing and implementing climate change and resilience solutions. For this project, the Ecology Center will lead equitable community engagement, in partnership with the Berkeley Climate Equity Collaborative.

Regular, ongoing communication with the City staff project manager will be expected throughout the project to coordinate efforts.

With the exception of the environmental review (and its associated project management and coordination), the scope of services must be completed by January 2026 to meet OPR grant deliverables. The entire scope is intended to be completed no later than Fall 2026. The tentative schedule is defined in Section II, Subsection I. Once the contract is executed for this project, work is expected to begin within two (2) weeks. The selected consultant will provide a Proposal demonstrating their ability to complete the tasks below, consistent with the schedule provided.

**A. Project Management and Coordination**

This task is applicable throughout the project and includes project kick-off, data and document collection, confirmation of the project work plan and schedule, meetings and other communications to ensure timely delivery and adoption of the tasks listed below. The proposal should identify the number of meetings anticipated and expectations of City staff. Strategies for ensuring coordination with the City and the Ecology Center should also be addressed, as needed. Strategies or practices to ensure clear and timely communication and effective project coordination should be described.

Note that all draft documents listed below must be provided in Word, and all final documents must be provided in Word and PDF.

## B. Technical Vulnerability Analyses and Technical Training

The following four tasks are intended to be accomplished at the beginning of the project, and will inform the Environmental Justice and Safety Elements.

### (1) Environmental Justice Element - Social Vulnerability Analysis

In partnership with community, and utilizing best available and relevant data, the consultant will conduct an evaluation to identify disadvantaged communities in Berkeley, and identify impacts of climate change on these communities. The analysis must include whether, how and why low-income areas are disproportionately affected by climate change-related risks, environmental pollution and other hazards that can lead to negative health effects, exposure, environmental degradation, as well as other issues unique to Berkeley. This effort should include at a minimum Steps 2.1-2.5 of the CA Adaptation Planning Guide (<https://resilientca.org/apg/phase-2/>), as well as the OPR-recommended methods for identifying disadvantaged communities ([https://opr.ca.gov/docs/20200706-GPG\\_Chapter\\_4\\_EJ.pdf](https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf)) and will be coordinated with the Safety Element process and climate vulnerability analysis.

- Deliverables: Social Vulnerability Analysis (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

### (2) Safety Element - Climate Adaptation Assessment

In partnership with community, and utilizing best available and relevant data, the consultant will conduct an evaluation to identify disadvantaged communities in Berkeley and conduct other vulnerability assessments relevant for the Safety Element. Note this effort should be done in coordination with social vulnerability analyses for the Environmental Justice Element.

- Deliverables: Climate Adaptation Assessment (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

### (3) Groundwater Rise and Toxic Material Analysis

In coordination with vulnerability assessments in the subtasks listed above, the consultant will review a recent study of five Bay Area counties mapping the flood risks for sea level rise combined with groundwater rise (<https://www.sfei.org/projects/shallow-groundwater-response-sea-level-rise>) and expand it to understand the impacts of this groundwater rise on hazardous materials in Berkeley stored underground. The consultant will provide information regarding the extent of the exposure risk (e.g., population, location) to these hazardous materials when groundwater rises and moves, and how to mitigate these risks.

- Deliverables: Groundwater Rise and Toxic Material Analysis (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

### (4) Hazardous Railway Materials Training

The consultant will provide a half-day tabletop training exercise for analysis and planning for rail hazard situations, and a plan for how to respond to railcar hazardous materials incidences. The purpose of the training is to help the City better understand and prepare for the impacts of a railway disaster involving hazardous materials, and would be targeted to City Emergency Operations Center staff, and City partners in the railroad and pipeline industries. The City of Berkeley's September 2013 Commodity Flow Study and Aloha computer dispersion modeling program are resources to inform this task.

- Deliverables: Training and Training Materials

## C. Equitable Community Outreach and Engagement

The community outreach and engagement approach is intended to be centered in equity and community-driven, with the consultant and City co-creating policies and programs with vulnerable and historically disadvantaged communities. Therefore, it is envisioned that *sub-sections 1 and 2 of this task will be led by the Ecology Center and Climate Equity Collaborative* in partnership with the community, with assistance from the consultant, and *sub-section 3 will be led by the Consultant*. Specifically, the team will:

1. Identify the goals, methodology, and timeline for community engagement, prioritizing engagement with disadvantaged communities. Include any potential meaningful metrics that can be measured (qualitative and quantitative). This strategy will be integrated with the creation of the EJ Element, update of the Safety Element, and developing the climate action metrics.
2. Implement equitable community engagement strategy, in partnership with community and the Climate Equity Collaborative. These activities will be focused on reaching disadvantaged communities, and may include one-on-one interviews, larger workshops, focus groups, etc., and may be in-person or virtual.
3. Provide opportunities for broad public engagement, which may include large public meetings, surveys, and public Commission or Council meetings. The consultant will lead this portion of the community engagement effort, including providing support for large public meetings and surveys to complement more targeted outreach described above, as well as Commission and Council meetings, including staff reports and presentations.

Activities should include but not be limited to:

- Project-specific outreach and educational materials.
- Project webpage.
- Interactive outreach efforts such as surveys, polling, mapping exercises.
- Attendance at a minimum of three (3) public meetings/workshops.
- Attendance at a minimum of three (3) Committee, Commission and Council study sessions.
- Attendance and support at a minimum of (4) public hearings for recommendation and adoption (Disaster & Fire Safety Commission, Planning Commission and City Council).
- Assistance in writing a report with the City and partners to summarize the findings of the community engagement strategy, including best practices and opportunities for improvement.

#### D. Create Environmental Justice (EJ) Element

The consultant will complete the following tasks in support of developing a new Environmental Justice Element, consistent with Government Code section 65302(h), that incorporates goals, policies and strategies related to climate adaptation.

##### (1) Evaluate existing EJ conditions, policies and strategies

Assess existing strategies and policies related to EJ topics, including but not limited to pollution exposure, public facilities, food access, safe and sanitary homes, physical activity, health risks, civic engagement, and prioritization of improvements for disadvantaged communities.

- Deliverables: Existing Conditions Memorandum (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

##### (2) Evaluate environmental hazards and pollution

Evaluate environmental factors that may influence a person's health and environment: including but not limited to, pollution and air quality, public facilities, food access, safe and sanitary homes and physical activity.

- Deliverables: Evaluation of Environmental Hazard and Pollution section within EJ Element

##### (3) Co-create EJ goals, objectives, policies and programs with community

In coordination with Task C: Equitable Community Outreach and Engagement above, co-create draft goals, objectives, policies, and programs that: (1) to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity; (2) Identify objectives and policies to promote civic engagement in the public decision-making process; and (3) Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

- Deliverables: Draft EJ Element goals, objectives, policies and programs. (1 Administrative Draft, Revised Draft responding to set of consolidated City comments)

(4) Assess EJ Policies

The consultant will assess impacts and tradeoffs of EJ goals, objectives, policies and programs, and evaluate policies for potential unintended consequences, cumulative impacts, impacts on neighboring jurisdictions, and additional non-environmental burdens.

- Deliverables: Assessment of draft EJ Element goals, objectives, policies and programs

(5) Public Review Draft EJ Element

Develop draft EJ Element, consistent with Government Code section 65302(h) that incorporates goals, policies and strategies related to climate adaptation. Solicit feedback from the community, stakeholders, relevant commissions and committees.

- Deliverables: Draft EJ Element (1 Administrative Draft, 1 Public Review Draft responding to a set of consolidated City comments)

(6) Final EJ Element

Develop a Final EJ Element, incorporating feedback from the relevant City Commissions and community on the draft for recommendation from Planning Commission, other relevant City Commissions/Committees, and adoption by City Council.

- Deliverables: Final EJ Element

E. Update Safety Element

The consultant will complete the following tasks in support of updating the existing General Plan Disaster Preparedness and Safety Element (“Safety Element”), consistent with State law, that incorporates goals, policies and strategies related to climate adaptation.

(1) Evaluate existing Safety Element

Assess existing Safety Element conditions, policies and strategies for compliance with State law and strategies related to climate adaptation.

- Deliverables: Evaluation of existing Safety Element Memorandum (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

(2) Evaluate Safety Element hazards

Assess hazards outlined in California Government Code section 65302(g), including climate adaptation and resilience. In order to meet requirements outlined in SB 99, AB 747, and AB 1409, the City is currently conducting an [Evacuation and Response Time Modeling study](#) with support from KLD Engineering, expected to be completed in the fall of 2024. The consultant will incorporate the findings of this study into the Safety Element.

- Deliverables: Evaluation of Hazards Memorandum (1 Administrative Draft Memorandum, 1 Final Memorandum responding to a set of consolidated City comments)

(3) Co-create Safety Element goals with community

In coordination with Task C: Equitable Community Outreach and Engagement above, co-create draft goals and objectives for the Safety Element, including climate adaptation and resilience.

- Deliverables: Draft Safety Element goals, objectives, policies and programs.

(4) Assess Safety Element Policies

The consultant will assess impacts and tradeoffs of draft goals, objectives, policies and programs. Evaluate policies for potential unintended consequences, cumulative impacts, impacts on neighboring jurisdictions, and additional non-environmental burdens.

- Deliverables: Assessment of draft Safety Element goals, objectives, policies and programs



(5) Public Review Draft Safety Element

Develop a draft of the Safety Element consistent with State law that incorporates goals, policies and strategies related to climate adaptation. Solicit feedback from the community, stakeholders, relevant commissions and committees.

- Deliverables: Public Review Draft Safety Element (1 Administrative Draft, 1 Public Review Draft responding to a set of consolidated City comments)

(6) Final Safety Element

Develop a Final Safety Element, incorporating feedback from the City and community on the draft for recommendation from the Disaster and Fire Safety Commission and Planning Commission, and adoption by City Council.

- Deliverables: Final Safety Element (1 Administrative Draft, 1 Final Draft responding to a set of consolidated City comments)

F. Equitable Climate & Resilience Monitoring and Evaluation

Through a co-creation process with the Climate Equity Collaborative and the community, the consultant shall develop a strategy to meaningfully monitor Berkeley's progress in equitably meeting climate mitigation, climate adaptation, and resilience goals. Metrics and indicators must be meaningful to community, incorporate equity considerations, and may be both qualitative and quantitative.

(1) Climate Action Monitoring and Evaluation Goals, Objectives and Metrics

Through co-creation process with community, the consultant shall develop a strategy to meaningfully monitor Berkeley's progress in equitably meeting climate mitigation, climate adaptation, and resilience goals. Metrics and indicators must be meaningful to community, incorporate equity considerations, and may be both qualitative and quantitative.

- Deliverables: Monitoring and Evaluation Goals and Metrics

(2) Draft Equitable Climate & Resilience Monitoring & Evaluation Strategy

In partnership with community, develop a draft strategy and implementation plan for equitable climate action monitoring and evaluation. Solicit feedback from the community, stakeholders, relevant commissions and committees.

- Deliverables: Draft Equitable Climate & Resilience Monitoring & Evaluation Strategy

(3) Final Equitable Climate & Resilience Monitoring & Evaluation Strategy

Develop a final strategy and implementation plan for equitable climate action monitoring and evaluation. Solicit feedback from the community, stakeholders, relevant commissions and committees.

- Deliverables: Final Equitable Climate & Resilience Monitoring & Evaluation Strategy

(4) Climate & Resilience Monitoring & Evaluation Dashboard/Storytelling

Develop a public dashboard reporting metrics and indicators as identified in the Climate & Resilience Monitoring & Evaluation Strategy. The purpose of the dashboard is to provide an easy-to-understand visual summary of key data points related to priority climate and resilience metrics, that can be shared on a website and in print materials.

- Deliverable: Climate and Resilience Monitoring and Evaluation Dashboard/Storytelling

G. Consistency Review with All General Plan Elements

The consultant will develop and review draft documents, and add language where appropriate to incorporate and reference the Safety Element and Environmental Justice Element. The consultant will also assist staff in a review the General Plan and identify additional Elements that should be amended to maintain internal consistency.

- Deliverables: Matrix or memo detailing all Elements that must be amended for internal consistency and suggested language for updated goals and policies.

H. Environmental Review

Due to recent legislation related to evacuation planning and how that will relate to updating the Safety Element of the General Plan, it is anticipated that an Environmental Impact Report (EIR) will be required. The scope of work shall identify specific topic areas that could be evaluated in an Initial Study to focus the analysis in the EIR. The consultant shall prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA) and all required CEQA noticing. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18 and AB 52.

I. Summary Milestone Schedule

With the exception of the environmental review (and its associated project management and coordination), the majority of the scope of services inclusive of release of public review drafts of the general plan Safety Element and Environmental Justice Elements must be completed by January 2026 in order to meet the City’s OPR grant deliverables. The entire scope of services outlined above, inclusive of adoption of the Final Safety and Environmental Justice Elements and certification of CEQA documents by City Council, is intended to be completed no later than Fall 2026. A tentative schedule is provided below. Some tasks and community engagement will occur concurrently and in consultation with City staff and according to an agreed upon project schedule as part of Section II, Task A (above).

Milestone	Date
<b>Contract Award</b>	February/March 2024
<b>Kick-off Meeting</b>	March 2024
<b>Equitable Community Outreach and Engagement Plan*</b>	Q1 – Q2 2024
<b>Technical Vulnerability Analyses and Technical Training</b>	Q1 – Q3 2024
<b>Existing Conditions Assessment</b>	Q1- Q4 2024
<b>Targeted Equitable Community Engagement*</b>	Q2 – Q4 2024
<b>Preparation of Draft General Plan Elements</b>	Q1 – Q3 2025
<b>Commencement of Environmental Review</b>	Q1 2025
<b>Public Review Draft General Plan Elements</b>	Q3 – Q4 2025
<b>Equitable climate &amp; resilience monitoring and evaluation strategy and dashboard/storytelling</b>	Q2 2024 – Q1 2026
<b>Environmental Review/Adoption</b>	Q3 2026

*\*As noted in Section II.C(1) and (2) – These subtasks will be the responsibility of the Ecology Center (a non-profit organization) as the lead and working with the City, as part of the California Office of Planning and Research Adaptation Planning Grant Program (OPR APGP) grant awarded to the City.*

J. Contract Amount

The contract amount for this project is not to exceed **\$632,000**.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and **should not exceed 25 pages** (excluding price proposal and attachments).

1. Transmittal Letter: (1 page max)

Please include the following:

- Commitment of availability of key staff to work on the project when initiated for a 26- to 30-month process.
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signer of the letter.

- The name of the primary 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.
  - Signature by an authorized principal or partner of the firm.
2. Project Understanding and Approach: (3 pages max)  
Please describe your understanding of the key issues affecting the success of the project as outlined in this RFP and a brief approach to address them. Use examples and explain the relevance of similar project experience (as listed below) to highlight your understanding as appropriate.
3. Client References: (1 page max)  
Please provide a minimum of three (3) client references for the prime consultant and at least one (1) reference for each subconsultant. 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.
4. Qualifications and Experience: (5 pages max)  
Please provide the following information:
- *Team Organization*. Summarize team composition and qualifications specifically relevant to this project. Please include a discussion of your management processes/techniques for maintaining a multidisciplinary team to remain on budget/schedule. This would be in addition to other descriptive materials on the team and its organization including an organizational chart.
  - *Key Staff*: Identify the key individuals to be assigned to the project (by name and position) and describe the work tasks assigned to each individual. The consultant must also provide experience summaries of these key individuals, describing for each individual their previous experiences on similar projects in similar roles, their educational background, and their length of tenure with the organization. Note: Resumes of key individuals may also be attached at the end of this section and will not be counted towards the page limit (but please only include staff with high level/substantial role in the project). Respondents shall also list any professional affiliations, licensures and certifications that are pertinent to the work described in Section II Scope of Services.
  - *List of Similar Projects*. Include relevant project experience based on the specific team members proposed for the scope of work outlined in this Request for Proposals. Project experience shown must reflect on all team members and be related to the key individuals proposed. Projects should be completed in the past five (5) years, with a minimum of three (3) comparable projects. Project descriptions must include: project name, location, contract value, and description (describe relevance to this project); and role of the project manager in the effort. Project experience for lead consultants for the general plan, climate resilience work and/or CEQA component of this RFP should also demonstrate relevant work to efficiently and successfully completing projects that are already underway.
5. Scope of Work: (15 pages max):  
The Scope of Work shall include:
- *Workplan*. The workplan must outline tasks, deliverables and methodologies/approach in order to meet project objectives and scope of services outlined in Sections I and II, respectively. The work plan must also identify which consultant(s) will be responsible to undertake each task. As appropriate, please provide your thoughts with respect to the efficient use of funds for the project, in particular with respect to environmental review and if you believe cost efficiencies may exist where funds may be better utilized.
  - *Schedule*. The detailed schedule shall provide the anticipated completion date for each task and deliverable as well as major meetings. The City anticipates that the overall process should range between 26 to 30 months. A summary milestone schedule is provided in Section II, Subsection I above, based on the City's OPR APGP grant requirements and intended to inform the consultant's proposed work plan and schedule. Please prioritize tasks and provide your thoughts on any efficiencies which

may be available in which to reduce the schedule and/or most effectively utilize the time available.

The Scope of Work should clearly demonstrate the following:

- Understanding of climate change issues;
- Understanding of adaptation planning policy frameworks and regulations relevant to General Plan Safety and Environmental Justice Elements;
- Capacity to conduct technical analyses, including identifying data sources and appropriate assumptions;
- Understanding of an equitable community engagement approach that prioritizes equitable outcomes;
- Understanding of equitable climate action monitoring and evaluation strategies.

6. 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.

7. Price Proposal (no page limit):

The proposal shall detail costs by deliverable for all services. Pricing shall be all inclusive unless indicated otherwise. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. 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 consultant is hired.

<b>Criteria</b>	<b>Points</b>
A. Project Understanding and Approach: Identification and understanding of key issues as they relate to the City of Berkeley and the consultant’s relevant experience and expertise.	<b>10</b>
B. Client References: Proven track record of delivering relevant, timely and professional quality services. Strong project management and administrative capacity.	<b>20</b>
C. Qualifications and Experience: Demonstrated analysis expertise, and understanding of climate adaptation and environmental justice policy approaches, and regulations. Contract terminations (if applicable) will also be evaluated as part of this criteria.	<b>30</b>
1. Relevance of Recent Work	(15)
2. Qualifications of the Firm(s)	(15)
D. Scope of Work: Quality, strength, and thoughtfulness of the consultant’s proposal for timely execution of requested work. Specific consideration will be given to reasonableness of proposed schedule.	<b>35</b>
E. Price Proposal *	<b>5</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. **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: AShen@berkeleyca.gov;** (List on invoice, Attn: Alisa Shen/Planning Department, Land Use Division) and reference the contract number.

City of Berkeley  
Accounts Payable  
P.O. Box 700  
Berkeley, CA 94710-700  
Email: [AccountsPayable@berkeleyca.gov](mailto:AccountsPayable@berkeleyca.gov)  
CC: [AShen@berkeleyca.gov](mailto:AShen@berkeleyca.gov)  
Attn: Alisa Shen, Planning, Land Use Division  
Phone: 510-981-7310

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

## **VI. CITY REQUIREMENTS**

### **A. Non-Discrimination Requirements:**

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

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

**Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.**

### **B. Nuclear Free Berkeley Disclosure Form:**

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

### **C. Oppressive States:**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution 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 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**G. Berkeley Equal Benefits Ordinance:**

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

**H. Statement of Economic Interest:**

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

**VII. OTHER REQUIREMENTS**

**A. Insurance**

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

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

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

**C. Business License**

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who,

by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

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

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

#### **D. Recycled Paper**

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

#### **E. State Prevailing Wage:**

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

Wage information is available through the California Division of Industrial Relations web site at:

[http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

#### **F. Local Vendor Preference**

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

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



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

<input type="checkbox"/> Issue RFP to Potential Bidders	October 27, 2023
<input type="checkbox"/> Optional Pre-Proposal Meeting	November 8, 2023 at 3:00 PM
<input type="checkbox"/> Questions Due	November 15, 2023
<input type="checkbox"/> Answers Posted	November 27, 2023
<input type="checkbox"/> Proposals Due from Potential Bidders	December 12, 2023 at 2:00 PM
<input type="checkbox"/> Potential Interviews for Short-Listed Firms	Dec. 18, 2023 – Jan. 8, 2024 (TBD)
<input type="checkbox"/> Complete Selection Process	January 10, 2023
<input type="checkbox"/> Council Approval of Contract (over \$50k)	February 27, 2023
<input type="checkbox"/> Award of Contract	February 28, 2023
<input type="checkbox"/> Sign and Process Contract	March 5, 2023
<input type="checkbox"/> Notice to Proceed	March 6, 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

## ATTACHMENT A

### CHECKLIST

- Transmittal Letter (*1 page max*)
- Project Understanding and Approach (*3 pages max*)
- Client References (*1 page max*)
- Qualifications and Experience (*5 pages max*)
- Scope of Work (*15 pages max*)
- Price proposal by task, type of service & personnel (no page limit)
- Contract Terminations
- 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 Attachment F
  - Equal Benefits Certification (EBO-1) Attachment G

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

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

**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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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 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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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).

**Contract Description/Specification No: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-C**

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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-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:

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expir. Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: Environmental Justice Element, Safety Element Update, and Equitable Climate and Resilience Metrics / Spec. No. 24-11641-C**

**Attachment I**