



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 24-11657-C
FOR
PRINTING AND MAIL SERVICES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

The City of Berkeley is soliciting written proposals from qualified firms or individuals *printing and mailing services of City billing*. 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, March, 14, 2024.** Proposals are to be sent via email with the “**Specification No. 24-11657-C and PRINTING AND MAIL SERVICES OF CITY BILLING**” 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 - 24-11657-C Printing and Mail Services.**” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing Vendor Name – 24-11657-C Printing and Mailing Services of City billing.**”

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 Emily Teruya, Revenue Collection Manager**, via email at eteruya@berkeleyca.gov no later than Thursday, February 29, 2024. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/bid-proposal-opportunities). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Darryl Sweet
General Services Manager

I. BACKGROUND /SUMMARY/or INTRODUCTION

The City of Berkeley is seeking proposals from qualified firms to create, print and inventory bill stock, provide printing services for refuse bills, business license renewals, and other miscellaneous bill printing, inserting and mailing services. Additionally, the City is seeking proposals including, but not limited to programming, training and all other services necessary to meet the requirements as stated in this RFP as well as the most cost effective/best postage rate. The City is also interested in electronic bill presentment options as a second phase of implementation.

The City of Berkeley uses SunGard vendor-owned and supported billing software (Customer Information System) to bill refuse accounts on a quarterly basis, staggered over the three months of each quarter. A separate SunGard vendor-owned and supported software (Accounts Receivable) is used to bill 18 other miscellaneous account types, including, but not limited to Marina Berth fees, Fire Inspection fees, Transfer Station Credit Accounts, Dog License Renewals, False Alarm Calls, etc. With both of these billing systems, a print file is electronically sent to the vendor to manipulate, process into bills, apply metered postage, and deliver to the United States Post Office (USPS). The selected vendor must be able to print, apply postage, and deliver bills to the USPS within 24 hours of receipt of the electronic file.

The City of Berkeley also uses Accela software to process Business License renewals and delinquent notices. An Excel file of accounts is generated and is used to 'mail merge' the data into either the Business License Renewal form or a Delinquent Business License Renewal Form. The Business License renewal notices are generally mailed in early December. Delinquent business license notices may be sent more frequently than twice per year.

The City prefers to send a print file, similar to the method used for refuse and miscellaneous bills, rather than send an Excel or notebook file to be merged into a form. The selected vendor must be able to accommodate either of these methods for producing documents.

The City often includes 'inserts' with bills and/or renewal notices. The selected vendor must be able to include inserts in bills or renewal notices with a one-week notice. The City may elect to furnish printed informational inserts that the Vendor will store in their facility until inserted in the bills

The City is in the process of converting most of its billing from SunGard to either AMCS (for refuse billing) or Tyler Munis for miscellaneous billings. Therefore, printing requirements may change from the time this RFP is issued and the time when new bills are generated and mailed by the new vendor.

II. SCOPE OF SERVICES

Initial contract period is intended to be three years. Any price increases are to be negotiated. Awarded vendor should be prepared to provide 60-days notice of proposed increase with documentation supporting the proposed increase.

Currently, Refuse, annual Rental Housing Safety Program Fees (RHSP), as well as 1st and 2nd 'delinquent notices' for the Rental Housing Safety Program, annual Environmental Health Inspection Permit fees, monthly Marina berth fees, and Business License renewal and courtesy notices are printed and mailed by an outside vendor. The City is interested in having the selected vendor print statements for the bulk of the account types currently billed by the Finance/Revenue Collection Division. The accounts listed below are currently processed by our print vendor:

Type of Account	Approximate Number of Accounts
Refuse Approximately 13,000 per quarter Staggered over the quarter	3,500 (1 st month of the quarter) 6,500 (2 nd month of the quarter) 3,000 (3 rd month of the quarter)
Rental Housing Safety Program Annual Bill - October 1 st Delinquent Notice-November 2 nd Delinquent Notice-December	5,800 + 1 page insert 4,500 + 1 page insert 1,400 – no insert
Marina Berth Fees-monthly	+/- 850; +a single or double sided insert every 2-3 months
Environmental Health Permits-monthly	1,100
Business License Annual Renewal- early November Annual courtesy notice – mid January	+/- 12,500 double sided +/- 10,000 double sided

Samples of bills, renewals, and inserts are available upon request to Emily Teruya at eteruya@berkeleyca.gov.

STATEMENTS:

Refuse

Approximately 13,000 quarterly refuse accounts are billed over 3 months. The accounts are billed using the SunGard/CIS module. Most City billed refuse accounts are billed 4 times a year in 3 cycles, others are billed monthly. The number of bills mailed out monthly fluctuates based on the routes being billed. The majority of accounts billed by the City are commercial. Most residential accounts are billed on the county property tax. The City billed refuse statements are currently transmitted electronically to and mailed by the current vendor. (Payments are processed using a Lock Box service.) Often, ‘bill messages’ are set up to print on the bills for a specific time frame and the selected vendor must be able to accommodate this requirement. Occasionally, a single or double sided insert is included with the bill. The Word document is sent to the print vendor to print and include with the bill for a specified period of time. Or, a printed insert may be sent to the vendor to warehouse and fold and insert with the statements for a specified period of time.

Rental Housing Safety Program (RHSP)

Approximately 5,800 Rental Housing Safety Program accounts are billed annually in October. These accounts are billed using the SunGard/Accounts Receivable (MR) software. The RHSP annual bills are transmitted electronically to and statements mailed by an outside vendor. Delinquent ‘notices’, which include a late payment penalty assessment, are billed and mailed approximately 30 and 60 days after the initial annual bill. The delinquent notices are transmitted electronically to and statements mailed by the current vendor. A single sided insert is included with the initial bill and the first delinquent notice. The Word document is sent to the print vendor to print and include with the bill and first delinquent notice. The electronic statement file is manipulated and the statements are then printed.

Marina Berth Fees

Approximately 850-900 accounts are billed monthly. These accounts are billed using the SunGard/Accounts Receivable (MR) software. Marina statements are transmitted electronically to and statement mailed by the current vendor. A single sided insert is included with the bill approximately every quarter. A Word or .pdf document is sent to the vendor to print and include with the bills. The electronic statement file is manipulated and the statements are then printed.

Environmental Health Annual Permits

Approximately 1,100 accounts are billed annually in December. These accounts are billed using the SunGard/Accounts Receivable (MR) software. Environmental Health statements are transmitted electronically to and statement mailed by the current vendor. The electronic statement file is manipulated and the statements are then printed.

All bills will be printed on 8.5 x 11 inch printed stock (double sided) with a perforation for tear off payment stub. The format of the current bills will be modified so the tear off remittance stub prints at the bottom of the statement, rather than on the top one-third of the statement. An OCR line is included for payment processing which includes the two part account number and amount due. The statements and delinquent notices are mailed in a standard double window envelope and includes a single window return envelope. The City is seeking a vendor that can provide design and format services that would result in a flexible, professional, and easy to understand billing statement.

Vendor must provide summary report with each billing that ensures all bills were received, printed, and mailed. The summary must include the total number of bills received, printed, and mailed, postage cost, as well as a summary total amount billed. These totals must match the City’s various billing registers.

RENEWAL NOTICES:

Annual Business License Renewals and Delinquent Renewal Notices

Approximately 12,500 business license renewal notices are mailed annually in early December. Business license renewal forms are printed on 8.5 x 11 paper with the renewal instructions printed on the back of the form. The renewals are often accompanied by several one- or two-sided inserts and a standard window envelope with return envelope included.

With the current process there are minor changes to the renewal forms. The renewal instructions, which print on the back of the renewal, have minor changes every year as well, but may undergo significant revisions. It is expected that the selected vendor will be able to make minor form changes within a three-day turnaround and major revisions within a one-week turnaround.

Potential Future Billing Services

The City is interested in outsourcing the following bill/statement types as well:

Type of Account	Approximate Number of Accounts
Dog License Renewal Notices	400/month
Fire Inspection Fee Bills	800-1300/month
Hazardous Material Permit Fees	400-450/month
False Alarm Fees	35-250/month
Transfer Station Fees	225/month
Administrative Citation Notices	250/month
Rental Housing Safety Program	
Inspection Fees	100-200/month
Closed Accounts	100-200/month
Marina Berth Fees-Closed Accounts	250-350/month

All of the above accounts are currently billed using the SunGard/Accounts Receivable (MR). An electronic statement file would be sent to the selected vendor, manipulated and the statements printed and mailed. All bills will be printed on 8.5 x 11-inch printed stock (double sided) with a perforation for tear off payment stub at the bottom. An OCR line will be included for payment processing which includes the two-part account number and amount due. The statements would be mailed in a standard double window envelope and include a single window return envelope.

Printing/Fold-Insert/Mailing and Technical Components

The specifications listed below are minimum requirements and are intended to govern, in general, the size and type of the bills, envelopes and bill inserts printed and mailed. Your proposal should address the attached specifications providing any additional information deemed necessary to demonstrate your company's ability to perform the required effort.

The selected vendor must be a full-service supplier who is capable of providing all services requested with no subcontracting of any portions of the project, including presorting, artwork, programming and electronic present of bills and statements.

The selected vendor must provide or be able to:

- Programming and bill design services as required. The design should be able to accommodate the use of graphics, bar graphs and color where feasible;
- A means for secure data transmission and confirm receipt of the data;
- Print, insert, meter and mail via first class postage the completed statements the same business day. Vendor must make every effort to mail it the same-day, and if this is not possible the bills must be mailed the next business day. Vendor must contractually guarantee this schedule;
- Must store/warehouse all forms and envelopes used to process City bills.
- Provide individual item pricing or a per-unit fee that includes all services, except postage. Per-unit fee must include all materials, data processing, printing and warehousing required printing and mailing each bill. Per-unit price must be all-inclusive. In either case there can be no additional charges for jammed/wasted materials or other overhead;
- Ability for the City to view and approve sample bills online before the bills are printed and mailed, at no additional cost to the City;
- Upon City request, vendor must be willing to provide, at no cost, parallel data processing for one to two months, or until City's satisfaction before official start of service. Vendor will provide data processing and display bills in PDF format;
- Support bill inserts printed by the City and provide insert printing services as well;
- Electronic pre-sorting services to maximize postal discounts and mail bills at lowest first-class rate. Software used to pre-sort must be USPS approved;
- Window #10 mailing envelope with security tinting to mask bill contents. Return envelope should be a single window #9 with security tinting;
- Access to two years historical statement data will be required along with the ability by the City staff to remotely reprint statements on a real-time basis.
- A disaster recovery facility to process City bills if the vendor's main facility becomes inoperable. List locations and information on all facilities.
- Conduct initial discussions with the City to develop an in-depth understanding of Refuse, miscellaneous billing, and Business License Renewal processes;
- Supply a time schedule for initial implementation process;
- Implement safeguards and checks to ensure that the City's bills, envelopes and/or billing data are not mixed or any way combined with other organization's bills, envelopes and/or data. Any bills that are not presentable, have incorrect information not supplied by the City, or are incorrect due to Vendor processing problems or mistakes will be reprocessed immediately and at Vendor's expense;
- Experience with SunGard, Accela Automation, and/or Tyler Munis is a plus.

SPECIFICATIONS

The vendor will meet or exceed the following: (“X” indicates minimum compliance). If a particular requirement cannot be met, please explain why the requirement cannot be met and/or provide an alternate solution in your proposal.

- ___ Vendor has adequate controls and safeguards when they host or process data belonging to their customers.
- ___ Vendor must demonstrate their ability to minimize the environmental impact of completing this project including the use of recycled products, recycling of all waste or shipping cartons used in this project.
- ___ Vendor must detail operations specifics for processing statements should the vendor facility become inoperable. Locations/Address of each facility
 1. _____
 2. _____

- ___ Statements must be laser printed utilizing two [2] color process in order to color highlight key data and information as specified by the city [i.e., amount due].
- ___ Laser imaging- must be a minimum of three printers at each location that can print 600 x 600 DPI in case of breakdown. List of equipment;

- ___ Vendor can store/warehouse forms and envelopes until needed or used. Any costs or fees must be clearly stated in the vendor’s response (**Exhibit A**).
- ___ Vendor must use indicia on mailing envelope that does not show the city or zip code from where the piece was mailed.
- ___ Vendor to allow the City to send representative to view production facility before or during production of statements.
- ___ Vendor's predominant business function is laser imaging and complete mailing services;
- ___ Vendor has capability to allow City to view a searchable pdf of each identical record before and after mailing.
- ___ All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program;
- ___ Vendor has the ability to handle a high-volume production on a daily basis;
- ___ All bill production job functions will be handled start to finish on the same premise, including in-house presorting.
- ___ Provide NCOALINK postal service not other ACS services. Vendor must be able to forward mail to address in initial mailing.

BILLS AND ENVELOPES:

PRINTING

- ___ Must have ability to **MICR/OCR** laser print
- ___ Must have multiple page and selective inseting capabilities;
- ___ Must be able to household merge/purge multiple statements into the same envelope if requested to do so;
- ___ Must be able to laser image onto cut sheet paper;
- ___ Imaging resolution used in printing is 600 DPI or better;
- ___ Ability to preprint forms, envelopes, fliers, and various sized inserts:
- ___ Warehouse pre-printed forms in climate controlled facility for use at specified time:

MAILING:

- ___ Ability to perform daily (5 days per week) runs
- ___ Turnaround - next business day, delivered to Bulk Mail Center:
- ___ If requested - Multiple statements to the same owner and mailing address shall be matched and inserted in one appropriate size envelope metered first-class separately, and delivered to the USPS at the same time all other bills are delivered.
- ___ **City of Berkeley** bills will be sorted separately and delivered to the City designated person/location.
- ___ Must have capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible discount
- ___ Must be able to sort to the Carrier route level
- ___ Must have NCOALINK USPS capabilities
- ___ Presort to conform to latest USPS notification
- ___ Outgoing mail shall include Zip+4 bar coding
- ___ One statement per envelope and inserts as applicable
- ___ Certified employee(s) that have past the Mail Piece Quality Control Specialist Training program with the USPS- include copy of certificate.

TECHNOLOGY / HARDWARE

- ___ Ability to accept upgrades to current customer billing systems;
- ___ Must have ability to accept data transmission anytime during 24 hours; received data must be utilized to prepare bills for same day mailing, including printing, folding, inserting, and mail preparation;
- ___ Capability to do custom programming as needed;
- ___ Capability to manipulate the data, if requested by the City;
- ___ Provide a secure bulletin board
- ___ Password secure/secure directory
- ___ Password per customer, vendor controlled - no unauthorized access
- ___ Emergency back-up plan for production - ability to duplicate all machinery to avoid an out of service situation
- ___ Accept, but not limited to, receiving data in the following methods:
 - electronic;
 - modem transmission;
 - diskette;
 - asynchronous transmission
 - Data will be transmitted to Vendor via PC Anywhere or other comparable data transmission product
- ___ Must have capability to distinguish unique types of bills
 - bank draft;
 - unique classes of service;
 - final bills;
 - group billing
- ___ Ability to custom design:
- ___ Ability to segment inserts by unique type, types might include but are not limited to the following examples:
 - Customer type;
 - Zip Code
- ___ Ability to archive the data for use at a later time, if needed
- ___ Must have multiple page and selective inserting capabilities:
- ___ Must be able to household merge/purge multiple statements into the same envelope
- ___ Bill forms, printed bills, and envelopes should appear as the examples provided. Forms, envelopes, and inserts are all subject to re-design and re-formatting.
- ___ Dual parallel systems as backup with multi-line capability for access to transmit data.

MATERIALS REQUIREMENTS:

___ *City of Berkeley* shall require a test sample of all bills, envelopes, inserts, and invoices.

Statement

- ___ 8.5x11, 24 lb. white stock (refer to Green Business and Print Requirements sections of this RFP)
- ___ An 8.5 X 11-inch single part perforated form that tri-folds to fit into #10 window envelope;
- ___ 2/0 PMS, horizontal perforation (tri-fold) to fit #10 window envelope
- ___ Statements shall require for industry standard bar coding of zip code/address information
- ___ Statements shall require for industry standard OCR coding of account number, amount due and other fields as required to process return payments.

Envelopes

- ___ Standard #10 double window
- ___ Standard BRE #9 window and #9 non-window. Return envelope shall not include return postage.
- ___ Envelopes shall be provided and printed by the vendor.

ADDITIONAL SERVICES

- ___ Archiving - on-line bill pre-viewing of statements and storage (minimum of two years)
- ___ Serve as a resource expert regarding complex USPS postal regulations
- ___ Serve as a resource for solution-based recommendations regarding technological change(s);
- ___ Scanner/imaging capability
- ___ Electronic Bill Presentment and Payment (EBPP) experience (please see below).

ART WORK

___ Vendor facility will have on-site art department that can assist in all aspects of producing required inserts, annual reports, etc., including layout and design capabilities.

Electronic Bill Presentment and Payment (EBPP) (this is a 2nd phase implementation):

- Enable customers to select the option to have bill statements delivered via the internet.
- Make customer enrollment option available and easy to use. Customers would have the option to choose whether or not they wish to receive a paper statement.
- Notify enrolled customers via electronic mail (e-mail) when a statement becomes available online
- Allow for bills to be viewed on-line (current bill and previous 6-12 months of bills)
- If the payment on-line option is implemented, notify customers via e-mail when a payment is processed.

Please indicate in your proposal if the EBPP option can be implemented in a phased approach and if the electronic payment solution can be implemented independently of the electronic bill presentment.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

2. Client References:

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

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate document. 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.)

4. Experience

Provide history and description of relevant work in providing print and mailing services.

5. Project understanding and Approach:

Briefly state the proposed approaches and methodologies to meet the City's stated objectives. This section must provide detailed descriptions that respond to addressing each specific work element described in the Scope of Services.

6. Project Team:

Provide a listing of the project manager and key staff members who will be assigned to the project, and a brief description of their abilities, qualifications, professional registrations and licenses, and experience.

7. Subcontractors:

- a. Subcontracting of these services is not acceptable.

8. Responsibilities of City

The contractor expects the City to provide adequate information to produce quotes, mailing lists (in the form of Excel spreadsheets or csv files), mergeable forms in Word, ready-to-print pdfs, etc. Contractor expects City to provide City will respond to vendor questions within 2 business days

9. Timeframe

We would like to transition to a new print vendor in the next three to six months. The transition will require integration with various billing systems, setting up bill templates that can be populated with various billing components (i.e., mailing address, service location, charge codes, charge descriptions, current charges, total charges due, etc.) The City is in the middle of transitioning to new billing systems.

10. 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.

11. Your firm's commitment to sustainability via a policy, procedure publication, reporting, etc.

IV. SELECTION CRITERIA

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

- | | |
|-----------------------------|-------|
| 1. Project Approach | (25%) |
| 2. Expertise & References | (25%) |
| 3. Costs* | (25%) |
| 4. Completeness of Proposal | (25%) |

* 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' Emily Teruya eteruya@berkeleyca.gov and Marla Brignardello mbrignardello@berkeleyca.gov**; (List on invoice, Attn: Marla Brignardello/Finance) 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.

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 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.

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

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: | February 20, 2024 |
| <input type="checkbox"/> Questions Due | February 29, 2024 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | March 14, 2024 |
| <input type="checkbox"/> Complete Selection Process | April 4, 2024 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | May 7, 2024 |
| <input type="checkbox"/> Award of Contract | May 8, 2024 |
| <input type="checkbox"/> Sign and Process Contract | TBD |
| <input type="checkbox"/> Notice to Proceed | TBD |

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

Attachments:

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

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- The following forms, completed and **signed 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)

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: 24-11657-C / Billing and Statement Printing and Mailing Services

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: 24-11657-C / Billing and Statement Printing and Mailing Services

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: 24-11657-C / Billing and Statement Printing and Mailing Services

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: 24-11657-C / Billing and Statement Printing and Mailing Services

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: 24-11657-C / Billing and Statement Printing and Mailing Services

SCCO CompStmt (10/2019)

Attachment E

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES _____ **NO** _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, **"YES"** to questions **1(a)** and **1(b)** this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ **NO** _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, **"YES"** to questions **2(a)** and **2(b)** this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.
THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

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: _____

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: 24-11657-C / Billing and Statement Printing and Mailing Services

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