



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No.24-11669-C
WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals *for administration of the City's self-insured workers' compensation program*. 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, October 29th, 2024**. Proposals are to be sent via email with the "**Specification No. #24-11669-C and Name of RFP, Workers' Compensation Claims Administration Services**" 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 - YY-##### Name of RFP, Workers' Compensation Claims Administration Services**". Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, "**Pricing Vendor Name - YY-24-11669-C, Workers' Compensation Claims Administration Services**".

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 Cari McDonald (Project Manager)**, Senior Human Resources Analyst, via email at CMcDonald@berkeleyca.gov no later than **October 15th, 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,
Clay Stilwell
General Services Manager

I. BACKGROUND /SUMMARY/or INTRODUCTION

The City of Berkeley ("City") is soliciting proposals from qualified third-party administrators for administration of the City's self-insured workers' compensation program. The City is looking for a third-party administrator, here-in-after referred to as TPA, that will reduce the cost and duration of workers' compensation claims, process claims in a timely and professional manner, actively pursue subrogation, help return injured employees back to work, assist with lost time calculations and injury reporting, and maintain strong communications with the injured worker and the City. The City will award the service agreement based on considerations including costs, project approach, expertise and experience. The agreement's duration will be for three (3) years, with two (2) additional one-year options at the City's sole discretion to exercise.

The City is located in Alameda County, California. The City is composed of departments that include City Attorney, City Clerk, Finance, City Manager, Fire, Health, Housing and Community Services, Human Resources, Information Technology, Parks, Recreation and Waterfront, Planning and Development, Police, and Public Works. The City employs 1,427 full-time employees and 751 part-time employees. Full-time and eligible part-time employees are members of the California Public Employees Retirement System (CalPERS).

The City's Human Resources Department is responsible for the management of the City's workers' compensation program, including the administration of the contract. The Workers' Compensation division will coordinate the workers' compensation program with the TPA.

II. SCOPE OF SERVICES

The City is interested in obtaining a TPA who will be able to favorably respond to the following performance objectives:

1. Staffing

The TPA is responsible for providing sufficient and competent staffing to fulfill the contractual requirements. The City will require at least one senior claims examiner assigned to its account. The senior examiner(s) will be State Certified, have at least five (5) years of indemnity claims experience, three (3) years of which includes public agency experience with public safety officers. Each examiner shall have an average caseload not to exceed 150 open indemnity claims. Claims assistants shall have an average caseload not exceed 200 open medical only claims. The supervisor shall have a caseload not to exceed 75 open indemnity claims.

2. Forms

The TPA shall provide all forms necessary for the processing of benefits or claims information including the Employer's Report of Injury, Division of Workers' Compensation ("DWC") Form 1, medical service orders, return to work slips, lost time information reports, vouchers, checks, and other related forms. These forms shall be provided electronically upon request. The cost of providing these forms shall be included within the contract price.

3. Claim File Set Up and Diary Review

Upon receipt of the Employer's Report of Injury, the TPA will prepare an individual claim file within one (1) working day for each claim.

Initial investigation shall be completed within 14 days from the day of receipt of each claim, with additional time for further investigation as reasonably needed.

Initial plan of action shall be clearly documented in the claim file within 14 days from receipt of the claim. The claim file shall include notes regarding potential exposure, disposition plan, financial transactions, and other relevant information.

All claim files shall be reviewed at least every thirty (30) days for active claims and at least every six (6) months for claims that have settled but are open for the employee's future medical care. The examiner shall distinguish the regular diary review from routine file documentation in an electronic system accessible to City. The supervisor shall monitor

the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.

4. Employer Contact

The TPA shall immediately request the Employer's Report of Injury form when or if the Doctor's First Report of Injury is received first.

If the DWC Form 1 has not been received by the TPA within one (1) to two (2) days after receiving the Employer's Report of Injury, the examiner will contact the City to ensure that the DWC Form 1 was given to the employee within one working day of knowledge of the injury. If a DWC Form 1 had not been given to the injured employee, the TPA shall immediately send the DWC Form 1 directly to the employee.

The TPA shall contact the City within twenty-four (24) hours of receipt of notice of a claim. Such contact with the City shall be documented in an electronic system accessible to City. Upon knowledge of a catastrophic claim, the TPA shall immediately notify Human Resources. The TPA shall report to the City on each open indemnity claim, every ninety (90) days. Such report shall include the examiner's plan of action for the future handling of the claim. By January 1 and July 1 of each year, written status reports on all open indemnity claims will be provided to the City.

5. Employee Contact

In all non-litigated lost time cases where the employee has not returned to work, telephone or personal contact will be established with the injured employee within twenty-four (24) hours of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. Such contact with the employee shall be documented in an electronic system accessible to City.

Return phone calls to employees will be accomplished within twenty-four (24) hours. All correspondence from employees will be responded to within five (5) days of receipt.

6. Reserves

Reserves shall be established based upon the ultimate probable cost of each claim and clearly identified and separated for Medical, Indemnity, and Expenses. All reserve categories shall be reviewed each time the file comes up on diary. Such review shall be indicated in an electronic system accessible to City. The TPA shall document the basis for each reserve calculation.

7. Medical Administration

The TPA shall select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred, as approved by the City, and the TPA shall regularly review and update the panel.

The physician's office will be contacted within five (5) days of notice of claim. The TPA shall monitor treatment programs for injured or ill employees, including review of all medical reports to ensure appropriate medical care fees, utilization review certification, and determine need for specialty evaluations. The TPA shall schedule all necessary medical appointments and ensure that all necessary medical reports are provided to the Primary Treating Physician or consulting doctor.

In addition, the TPA shall ensure that the treating doctor is complying with the requirements of Title 8, California Code of Regulations (CCR) Section 9785 and file petition to remove treating doctors who fail to comply.

The TPA shall integrate managed care services, including but not limited to: Medical Provider Network, Utilization Review, Telephonic Case Management, and Field Case Management products/services. It shall be the TPA's responsibility to assure that utilization review and/or managed care services adhere to all of the requirements and deadlines as mandated by the State Labor Code and DWC.

8. Medical Payments

Medical bills will be matched to the file, reviewed for correctness, adjusted to the contracted rate or fee schedule and paid within thirty (30) Days unless there is a supportable dispute. The assigned examiner will have ultimate responsibility for approving or disputing payment of medical bills.

9. Investigation

The TPA shall evaluate claims to determine if the claim is a result of Arising Out of Employment/during the Course of Employment ("AOE/COE") upon receipt of the claim. The TPA shall coordinate further investigation of claims, when necessary and appropriate, with licensed investigators.

The TPA shall subscribe to the Index Bureau. The examiner shall request a report from the Index Bureau on all new indemnity claims. Subsequent requests should be made every six to twelve months thereafter on all active indemnity claims.

All use of investigators for AOE/COE and sub-rosa investigations shall be approved by the City in advance of the assignment. The City shall be kept informed on the scope and results of all investigations.

10. Compensability

The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and documented in the file within three (3) working days of the receipt of the notification of the loss, unless City authorizes additional time for further investigation. Delay of benefit letters shall be mailed in compliance with the Division of Industrial Relations' guidelines.

In no case shall a final compensability decision be extended beyond ninety (90) days from the City's knowledge of the claim. Claim denials must be authorized by City prior to issue of any such denial.

11. Provision of Benefits

The TPA shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code. The TPA shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods. The TPA shall review, compute, and pay all informal ratings, death benefits, findings and awards, life pensions, or compromise and release settlements. However, all such benefits shall be paid by the TPA from a trust account established by the City.

12. Initial Indemnity Payment

The initial indemnity payment or voucher will be issued and mailed to the injured employee together with a properly completed DWC A within fourteen (14) days of the first day of disability. All indemnity payments or vouchers subsequent to the first payment shall be verified and issued in compliance with labor codes and State regulations.

13. Subsequent Indemnity Payments

All indemnity payments or vouchers subsequent to the first payment will be verified, except for obvious long-term disability, and issued in compliance with Labor Code Section 4651.

14. Return to Work

The TPA shall seek meaningful work restrictions from physicians and provide guidance to City in evaluating employee's ability to return to work, and/or recommend further treatment. The TPA shall provide assistance to the City in establishing a modified work program which is appropriate for injured employees while recovering and prior to their return to regular duties. The TPA shall ensure employees are returned to full or modified employment at the earliest possible date.

The TPA shall consult frequently with the City in those cases where the injury residuals might involve permanent work restrictions and/or retirement potential.

The TPA shall promptly communicate with the City, not longer than 48 hours after receipt, any return-to-work letters, changes to a claimant's work restrictions, and permanent work restrictions.

15. Transportation Expense

Claimed transportation reimbursement will be mailed within five (5) days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee ten (10) days prior to the anticipated date of travel.

16. Permanent Disability

The TPA shall explain and assist injured employees in completing the necessary forms to obtain a permanent disability rating.

The TPA shall determine the extent and degree of permanent disability, utilizing as necessary and desirable, consultative ratings from the California Division of Workers' Compensation - Disability Evaluation Unit. The TPA must ensure apportionment is addressed in all claims involving permanent disability. The TPA shall arrange for an informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation. All permanent disability benefit notices shall be sent to the employee as required by the Labor Code.

17. Litigated Cases

The City reserves the right to select its own legal counsel. The TPA agrees to contract directly with said legal counsel and provide all necessary and reasonable assistance thereafter.

When defense counsel is not necessary, the TPA shall work closely with the applicant's attorney in informal disposition of litigated cases. All assignments to outside counsel will be done with the City's authorization and consent. In conjunction with the City, the TPA shall monitor the outside counsel's progress. The TPA shall audit all bills before payment.

Settlement proposals directed to the City shall be forwarded by the TPA or defense counsel in a concise and clear written form with a reason(s) for such recommendation. All preparation for a trial shall involve the City so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.

The supervisor or the examiner shall attend Workers' Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with member cities' staff, departments, and employee groups as necessary and as requested to do so.

18. Settlements

The TPA shall act as liaison among claimants, City, and attorneys in the resolution of claims. The TPA shall obtain the City's authorization on all settlement proposals or stipulations. All requests for settlement authority shall include a written claim summary, estimate of permanent disability, and the defense counsel's comments and recommendations, if any. The TPA is also responsible for evaluating panel counsel services and identifying and reporting problems or poor performance with panel counsel.

19. Subrogation

In all cases where a third party is responsible for the injury to the employee, the TPA will send a letter to the City indicating they will pursue subrogation unless instructed otherwise by the City. When subrogation is to be pursued, the third party shall be contacted within ten (10) days with notification of the City's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board within six (6) months of the injury or notice of injury.

Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the City will be entitled.

If the injured worker brings a civil action against the party responsible for the injury, the TPA shall consult with the City about the value of the subrogation claim and other considerations. Upon receipt of the City's authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.

Whenever practical and with the authority of the City, the TPA should take advantage of any settlement in a civil action by attempting to settle the workers' compensation claim by means of a third-party compromise and release. If such attempt does not succeed, then every effort should be made through the WCAB to offset claim expenses through a credit against the proceeds from the injured worker's civil action.

20. Vocational Rehabilitation

TPA shall ensure that City meets its obligations to provide vocational rehabilitation services (for injuries occurring on/after January 1, 1994) or supplemental job displacement benefits (for injuries occurring on/after January 1, 2004).

21. Claim Reconciliation

All claim files shall be reconciled to ensure all medical, indemnity, and expense payments have been made correctly. The reconciliation should verify that payments were made to the correct provider, in the correct amount, and from the correct claim file. The physical file should be verified with the computer information. All open claim files shall be reconciled 1) any time there is a change from one benefit to another (e.g., from temporary disability to permanent disability), 2) when ten indemnity checks have been issued, or 3) at least annually. Proof of the reconciliation should remain in the claim file.

22. Excess Coverage (if applicable)

All cases meeting the special reporting criteria established by the City's excess carrier, if any, shall be promptly reported as required.

23. Award Payment

Payments on awards, computations, or compromise and release agreements will be issued within ten (10) days following receipt of the appropriate document.

24. Penalties

The City will be advised of the assessment of any penalty for delayed payment and the reason thereof and the TPA's plans for payment of such penalty within five (5) days of assessment.

25. Case Closure

The TPA shall close all claims on which all medical and compensation benefits have been provided within a reasonable amount of time. Claim files shall not be allowed to go without examiner attention for a period of time longer than three (3) months. Medical only claims shall not remain open longer than six months without good cause. Medical only cases must be closed within sixty (60) days from the date the letter went to employee indicating there is no permanent disability. The TPA will monitor stipulated cases with future medical provisions. Reserves for future medical will be reviewed semi-annually and adjusted according to use.

26. Loss Runs

The loss run shall be issued by the 15th of the month following the closing date. Any corrections that are requested to be made to the loss run shall be made within thirty (30) days. The loss run generated shall contain the minimum:

- a. A management summary of all pending claims; report of all claims by current fiscal year by department; current month new claims; closed claims; all claims by date of injury by fiscal year' all claims by payment type; all active claims, alphabetical order; all claims with payment in current month with payment detail in alphabetical order by department. Claim information shall include, location of injury department, a brief description, paid and reserve amounts.
- b. A fiscal year end recapitulation report providing the information referenced in subsection 26.a above, and a "repeater" report listing all claims filed by each employee. Requests for status of claims generated by the City shall be provided as soon as is practical.

The TPA will provide reports on an ad hoc basis as requested by the City.

27. Claims Reporting

The TPA shall maintain all loss information and provide scheduled reporting that may include, but is not limited to:

- Detailed listing and/or summary of all open and closed claims;
- Listing of first aid only claims;
- Claims cost detail;
- Claims by department and/or location;
- Claim trends;
- Check register; and
- OSHA reports.

The TPA shall also generate customized report at City's request.

28. OSHA 300 Log

The TPA shall maintain all loss information as required for the Occupational Safety and Health Administration ("OSHA") 300 Log and Summary of Occupational Injuries and Illnesses. The TPA shall prepare and submit a complete OSHA 300 log for the City on or before January 30 of each year.

29. Record Retention

All claim files are the property of the City. As such, they shall be maintained in accordance with statutory time requirements and the City's Record Retention Policy and shall not be destroyed without the written permission of the City.

The TPA shall also maintain all financial Data, supporting documents, and all other records relating to performance and billing for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The TPA shall also protect Data adequately against fire or other damage.

30. Claim Supervision

The TPA shall provide supervisory staff who will regularly review the work product of the claims examiners. The supervisor shall review at least ten percent (10%) of each examiner's case load each month to ensure each examiner is following the performance standards outlined in this RFP. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of \$50,000 and all problem or complex claims.

The supervisor will meet at least quarterly with the City to evaluate open indemnity claims, including litigated cases. The purpose of the meeting shall be to outline losses and identify problems, examine reserves, identify current trends, discuss relevant changes in the Labor Code, apply new case law to existing claims, discuss the need for improving or altering claims management, and make recommendations for improvements in communications between the TPA and the City.

31. Availability of Personnel

The TPA shall at all times, have one (1) or more of the examiners assigned to the City's unit, or in their absence, the supervisor, office manager, or an Officer of the TPA shall be available by telephone for emergencies through a 24-hour emergency telephone number.

The TPA shall ensure at least one (1) or more of the examiners assigned to the City's unit is on call and available to the City every business day throughout the term of the contract period.

In the event of a leave of absence for any reason, vacation, or termination of an examiner assigned to the City's account, the City shall be immediately notified, and the examiner's position shall be backfilled by another employed examiner, or a temporary employee within five (5) working days.

The City acknowledges that the TPA reserves the right to employ an examiner of their choosing. However, in the event of a vacancy of an examiner on the City's account, the City shall be allowed to review the resumes of and interview the finalists for the position and be consulted prior to the TPA's final selection.

32. Examiner Training

The TPA shall ensure each claims examiner handling the City's claims will receive continuing education training each year. TPA shall annually certify this in writing.

33. Member Services

The TPA shall provide special on-site training services annually to personnel from the City to ensure that the people within the City who process workers' compensation claims are effectively carrying out the procedures required for a successful program. A copy of the claims' manual should be readily available for review by the appropriate City staff or representative.

The TPA shall require its examiners or other TPA personnel, as necessary, to attend the City's regularly scheduled quarterly meetings to report on the general state of the program since the last meeting and on any particular cases of interest to the City.

The TPA shall require one of the dedicated unit examiners to meet with City personnel, at the City's location, at least once annually to review program procedures regarding workers' compensation reporting requirements and other program matters that require the timely participation of the City's personnel. The TPA shall require an examiner to be available and readily respond to City's request for assistance with problem cases, including on-site visits to the City.

The TPA shall provide the City with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting the City and its responsibility to its excess coverage pool.

The TPA shall assist the City in recommending and developing policies and procedures in areas such as pre-employment physicals, work restrictions, and disability retirement, as required by the City.

34. Employee Services

As required, the TPA will develop, for review by the City, materials which will provide information and guidance to City employees regarding workers' compensation and the self-insurance program.

As required, the TPA will meet with and assist injured employees in resolving problems that arise from injury or illness claims.

35. Human Resources Information System

The TPA's Human Resources Information System shall be an internet-based claims system with access 24 hours a day, seven days a week, to review claim files and generate reports in real time. The system should be able to export claims data to word documents and excel spreadsheets. There shall be processes that ensure data integrity and claimant confidentiality.

All costs associated with the purchase, installation, data transfer, and training will be the responsibility of the TPA. The TPA shall provide user training and product support for any new system for the length of the contract.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

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

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

3. 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. Contract Terminations:

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

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

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

5. *(Other submission requirements needed to evaluate proposals and determine if contractor is qualified to do project.)*

IV. SELECTION CRITERIA

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

- | | |
|---------------------------|----|
| 1. Project Approach | 40 |
| 2. Expertise & References | 45 |
| 3. Costs* | 15 |

** 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 Cari McDonald Project Manager hr_invoices@berkeleyca.gov**; (List on invoice, Attn: [Cari McDonald/Project Manager](#)) and reference the contract number.

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

*(Do not modify any part of this section except: Living Wage would not apply if commodities are being purchased and Equal Benefits would not apply if the contract amount will be less than \$25,000. If this is the case, do not delete the section just note next to it **“Does Not Apply to this Request for Proposal”**)*

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.

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

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

Insurance Waiver: A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker's Compensation Insurance:

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

C. Business License

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

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

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

D. Recycled Paper

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

E. State Prevailing Wage:

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

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

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 3, 2024 |
| <input type="checkbox"/> Questions Due | October 15, 2024 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | October 29, 2024 |
| <input type="checkbox"/> Complete Selection Process | November 19, 2024 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | December 10, 2024 |
| <input type="checkbox"/> Award of Contract | December 11, 2024 |
| <input type="checkbox"/> Sign and Process Contract | March 1, 2025 |
| <input type="checkbox"/> Notice to Proceed | March 1, 2025 |

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 (*may be optional*) Attachment F
 - Equal Benefits Certification (EBO-1) (*may be optional*) Attachment G

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

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

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

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

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

Organization: _____

Address: _____

Business Lic. #: _____

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

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

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Project Name/ YY-24-11669-C**

Occupational Categories

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

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

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

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

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

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

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

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

Contract Description/Specification No: **Workers' Compensation Claims Administration Services/ 24-11669-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: **Workers' Compensation Claims Administration Services/ 24-11669-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 Abo, 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: **Workers' Compensation Claims Administration Services/ 24-11669-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: **Workers' Compensation Claims Administration Services/ 24-11669-C**

SCCO CompStmt (10/2019)

Attachment E

City OF BERKELEY
Living Wage Certification for Providers of Services

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

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

Section I.

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

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

YES _____ **NO** _____

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

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

YES _____ **NO** _____

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

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

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

YES _____ **NO** _____

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

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

YES _____ **NO** _____

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

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Contract Description/Specification No: **Workers' Compensation Claims Administration Services/ 24-11669-C**

Attachment F (page 1)

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

Attachment F (page 2)

To be completed by
Contractor/Vendor



Form EBO-1 City OF BERKELEY

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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: **Workers' Compensation Claims Administration Services/ 24-11669-C**

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

Attachment H

City OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative