



Office of the City Manager

CONSENT CALENDAR
December 15, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: David White, Deputy City Manager

Subject: Contract: National Institute for Criminal Justice Reform to Manage and Lead a Community Engagement Process to Develop a New Paradigm of Public Safety in Berkeley

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute a contract and any amendments with the National Institute for Criminal Justice Reform in an amount not-to-exceed \$270,000 for the period beginning January 1, 2021 and ending June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

The total amount of the contract is not-to-exceed \$270,000. A General Fund appropriation for this contract will be included in the First Amendment to the FY 2021 Annual Appropriations Ordinance. Given their experience in Oakland facilitating the re-imagining public safety initiative, the National Institute for Criminal Justice Reform has indicated that there is the potential to pursue philanthropic resources to augment the scope of work especially as it pertains to the communications effort and community engagement process. City staff have agreed to work collaboratively with the National Institute for Criminal Justice Reform and their team to pursue additional funding opportunities.

CURRENT SITUATION AND ITS EFFECTS

On July 14, 2020, in Resolution No. 69,501-N.S., City Council passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley. As part of the items that were adopted, City Council adopted [Item 18c](#) (“Referral to City Manager to Re-imagine Policing Approaches to Public Safety Using a Process of Robust Community Engagement, to Develop a Path Forward to Transforming Public Safety and Policing in Berkeley”) and [Item 18d](#) (“Transform Community Safety and Initiate a Robust Community Engagement”), which directs the City Manager to engage a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley. In response to the legislative package adopted by City Council, on September 8, 2020,

the City issued a Request for Proposal (Attachment 2) to solicit proposals from firms and/or individuals who can manage and lead this assignment.

A review panel consisting of city staff, community, and other stakeholders was convened to review and interview the firms that submitted proposals to the City. Of the six (6) firms that submitted proposals, four (4) were interviewed. Of the four (4) firms that were interviewed by the review panel, two were interviewed by the City Manager. A consensus was reached to recommend the National Institute for Criminal Justice Reform and their team to the City Council to lead the community engagement effort.

The contract with the National Institute of Criminal Justice Reform will provide for the following:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed, a robust community engagement process, and managing the Task Force to be established by the City Council.
- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations.
- Developing a final report and implementation plan that will be used to guide future decision making.

BACKGROUND

In response to a culmination of events -- the deaths of George Floyd and Breonna Taylor, as well as the use of force by Police Departments throughout the country in responding to community gatherings demanding change -- along with concerns raised by citizens and community stakeholders, on July 14, 2020, the City Council passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that is summarized below:

- Having the City's elected Auditor perform an analysis of City's emergency 9-1-1 calls-for-service and responses, as well as analysis of the Berkeley Police Department's (BPD) budget.
- Evaluate initiatives and reforms that reduce the footprint of the Berkeley Police Department and limit the Berkeley Police Department's scope of work primarily to violent and criminal matters.
- Aspire to reduce the Berkeley Police Department's budget by 50% to generate resources to fund the following priorities:
 - Youth programs;
 - Violence prevention and restorative justice programs;
 - Domestic violence prevention;
 - Housing and homeless services;
 - Food security;
 - Public Health and Mental Health services including a specialized care unit;
 - Healthcare;
 - New city jobs;
 - Expanded partnerships with community organizations, and
 - Establishing a new Department of Transportation to administer parking regulations and traffic laws.
- Create plans and protocols for calls for service to be routed and assigned to alternative preferred responding entities and consider placing dispatch in the Fire Department or elsewhere outside the Police Department. The Fire Department is leading this effort.
- Analyze and develop a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit. This work is being led by our Health, Housing and Community Services Department and a [contract with Resource Development Associates to facilitate the design of the Specialize Care Unit is on the December 1, 2020 agenda.](#)

- The City will align its work with the school district’s commitment to look at exploring and reducing policing in the schools.
- Analysis of litigation outcomes and exposure for city departments in order to guide the creation of city policy to reduce the impact of settlements on the General Fund. This work is being led by the City Attorney.
- Pursue the creation of a Berkeley Department of Transportation to ensure a racial justice lens in traffic enforcement and the development of transportation policy, programs and infrastructure, and identify and implement approaches to reduce and/or eliminate the practice of pretextual stops based on minor traffic violations. This work is being led by our Public Works Director.

In addition to the items listed above, on July 14, 2020, the City Council adopted [Item 18c](#) (“Referral to City Manager to Re-imagine Policing Approaches to Public Safety Using a Process of Robust Community Engagement, to Develop a Path Forward to Transforming Public Safety and Policing in Berkeley”) and [Item 18d](#) (“Transform Community Safety and Initiate a Robust Community Engagement”), which directs the City Manager to engage a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley.

In response to the legislative package adopted by City Council, on September 8, 2020, the City issued a Request for Proposal (Attachment 2) to solicit proposals from firms and/or individuals who can plan, develop, and lead an inclusive and transparent community engagement process to help the City achieve a new paradigm of public safety in Berkeley. The City received a total of six (6) proposals that were deemed to be complete and met the submittal requirements outlined in the Request for Proposal.

In order to ensure a thorough review of the proposals, the City convened a team that consisted of 13 individuals (6 city staff and 7 members of the community and other stakeholders). The following outlines the individuals that reviewed the proposals:

Elana Auerbach	Kathy Lee
LaTanya Bellow	Emily Murphy
Farimah Brown	Andrea Pritchett
Kitty Calavita	Kevin Schofield
Shamika Cole	Marc Staton
Lupe Gallegos-Diaz	David White
Alecia Harger	

As summarized in regular updates provided to the City Council, the proposal review team met on three occasions. At the first meeting, the team discussed the proposals that were submitted to the City and ultimately selected four (4) out of the six (6) teams

to be interviewed. At the second meeting, the proposal review team convened to discuss the format of the interviews and develop a set of questions that will be asked of each of the teams invited to participate in the interviews. The review panel met for a third and final time on Thursday November 12, 2020 from 5:00 pm to 10:30 pm to conduct interviews of the four teams on the zoom platform, rank the teams, and discuss perceived “Strengths” and “Concerns”. The City Manager interviewed the top two firms on Friday November 20, 2020.

Based on the strength of its team, subject matter expertise, familiarity with the City, and robust community engagement process, the National Institute for Criminal Justice Reform and the team that they have assembled is being recommended to the City Council to lead the community engagement effort. Working with the National Institute for Criminal Justice Reform includes the following team members:

- Analysis Group, Inc.
- Berkeley Youth Alternatives
- Bright Research Group
- Pastor Michael Smith
- Reverend Michael McBride
- The Justice Collaboratory
- Renne Public Law Group

The Scope of Work for this assignment includes the following:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service. As necessary, the National Institute for Criminal Justice Reform will build on the work of the City Auditor to provide additional mapping and analysis to provide a strong analytical framework for this assignment.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed and a robust community engagement process to ensure that a diversity of perspectives are heard, especially the voices of our Black, Native American/First Peoples and other communities of color, LGBTQ+ people, survivors and victims of harm and other stakeholders that have been historically marginalized and under-served. The National Institute for Criminal Justice Reform will also manage the Task Force being considered by the City Council on December 15, 2020. In addition, the National Institute for Criminal Justice Reform will manage the Task Force established by the City Council.

- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations. The National Institute for Criminal Justice Reform and its team will coordinate with City departments that are leading work surrounding priority / emergency medical dispatching, the Specialized Care Unit, and BerkDoT.
- Developing a final report and implementation plan that will be subject to public review prior to being finalized.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the action requested in this report.

RATIONALE FOR RECOMMENDATION

The National Institute for Criminal Justice Reform and its team was selected as the vendor for this contract through a competitive RFP process, and the evaluation panel for the RFP included both City Staff and community stakeholders.

ALTERNATIVE ACTIONS CONSIDERED

City Council could decide not to approve the attached Resolution and the City could restart the RFP process. This is not recommended due to the need to provide timely recommendations to City Council. Alternatively, the City Council could decide not to approve the contract at a level that exceeds the \$200,000 in funds that were allocated to this assignment as part of the adopted FY 21 budget. In this case, city staff would work with the National Institute for Criminal Justice Reform and its team to reduce the scope of work to align with available resources. In the event city staff cannot negotiate a scope of work that is in line with City Council direction, city staff would approach the other firm that was interviewed by the City Manager.

CONTACT PERSON

David White, Deputy City Manager, (510) 981-7012

Shamika Cole, Associate Management Analyst, (510) 981-7043

Attachments:

1: Resolution

2: Request for Proposal

RESOLUTION NO. ##,###-N.S.

CONTRACT: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM TO
MANAGE AND LEAD A COMMUNITY ENGAGEMENT PROCESS TO DEVELOP A
NEW PARADIGM OF PUBLIC SAFETY IN BERKELEY

WHEREAS, on July 14, 2020, the City Council of the City Berkeley passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that included direction to the City Manager to hire a firm to lead a robust community engagement effort; and

WHEREAS, City of Berkeley issued a Request for Proposal on September 8, 2020 and the National Institute for Criminal Justice Reform and their team was selected through a competitive Request for Proposal process; and

WHEREAS, the National Institute for Criminal Justice Reform is being recommended to the City Council based on the strength of their team, subject matter expertise, familiarity with the City, and robust community engagement process; and

WHEREAS, the National Institute for Criminal Justice Reform has agreed to perform the work necessary for this assignment including, but not limited to:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed, a robust community engagement process, and managing the Task Force to be established by the City Council.
- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations.
- Developing a final report and implementation plan that will be used to guide future decision making.

WHEREAS, the services to be performed by the National Institute for Criminal Justice Reform and their team align with the Strategic Plan goal to champion and demonstrate social and racial equity.

December 15, 2020

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley:

Section 1. The City Manager or her designee is hereby authorized to execute a contract and any amendments with National Institute for Criminal Justice Reform to manage and lead a community engagement to develop a new paradigm for public safety in the City of Berkeley for a total contract not-to-exceed \$270,000 from the General Fund for the period beginning January 1, 2021 and ending June 30, 2022. A General Fund appropriation for this contract will be included in the First Amendment to the FY 2021 Annual Appropriations Ordinance.

Section 2. A record signature copy of the contract and any amendments between the City and the National Institute for Criminal Justice Reform shall be on file in the Office of the City Clerk.



Finance Department
General Services Division

**FOR PROPOSALS (RFP)
Specification No. 21-11413
FOR
CITY OF BERKELEY POLICE RE-IMAGINING
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals **who can plan, develop, and lead an inclusive and transparent community engagement process to help the City achieve a new and transformative model of positive, equitable and community-centered safety for Berkeley. The qualified firm or individual will also be asked to summarize its work and research in a report and implementation plan that will consist of a series of recommendations to be considered by the City Council of the City of Berkeley.** 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 6, 2020.** Proposals are to be sent via email with the “**City of Berkeley Police Re-Imagining**” and **Specification No. 21-11413** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding pricing proposal shall be submitted as a separate document.

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
purchasing@cityofberkeley.info

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

The City will conduct a non-mandatory pre-proposal conference on Tuesday, September 15, 2020 at 1:00 p.m. via ZOOM video conferencing at <https://zoom.us/j/95085315115>. To join by telephone, dial (669) 900 6833(Meeting ID: 950 8531 5115).

For questions concerning the anticipated work, or scope of the project, please **contact David White, Deputy City Manager**, via email at dwhite@cityofberkeley.info no later than Monday, September 21, 2020. 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 <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. 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,

A handwritten signature in blue ink, appearing to read 'D. Sweet', with a stylized flourish at the end.

Darryl Sweet, C.P.M., CPSM
General Services Manager

I. BACKGROUND

The City of Berkeley, California was originally incorporated as a town in 1878 and as a City in 1909. On January 30, 1909, the people of the City adopted a City Charter under which it currently operates (as amended). The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager. The City Manager is responsible for implementing the City Council's policies, ordinances and directives, for overseeing the day-to-day operations of the City, and for appointing the directors of the City's departments. The City of Berkeley has a population in excess of 120,000 and covers approximately 10 square miles.

In response to a culmination of events -- the deaths of George Floyd and Breonna Taylor, as well as the use of force by Police Departments throughout the country in responding to community gatherings demanding change -- along with concerns raised by citizens and community stakeholders, on [July 14, 2020](#), the City Council passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that is summarized below:

- Having the City's elected Auditor perform an analysis of City's emergency 9-1-1 calls-for-service and responses, as well as analysis of the Berkeley Police Department's (BPD) budget. The City Council encouraged the Auditor to engage with subject matter experts.
- Evaluate initiatives and reforms that reduce the footprint of the BPD and limit BPD's scope of work primarily to violent and criminal matters. This work should include an evaluation of programs and services currently provided by the BPD that could be better served by trained non-sworn city staff or community partners.
- Aspire to reduce the BPD's budget by 50% to generate resources to fund the following priorities:
 - Youth programs;
 - Violence prevention and restorative justice programs;
 - Domestic violence prevention;
 - Housing and homeless services;
 - Food security;
 - Public Health and Mental Health services including a specialized care unit;
 - Healthcare;
 - New city jobs;
 - Expanded partnerships with community organizations, and
 - Establishing a new Department of Transportation to administer parking regulations and traffic laws.
- Create plans and protocols for calls for service to be routed and assigned to alternative preferred responding entities and consider placing dispatch in the Fire Department or elsewhere outside the Police Department. The Fire and Police Departments are working collaboratively on developing a model for priority dispatching and the City Council placed a parcel tax initiative on the 2020 ballot that could implement this priority.
- Analyze and develop a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit. This Specialized Care Unit (SCU) consisting of trained crisis-response field workers who would respond to calls that the Public Safety Communications Center operator evaluated as non-criminal and that posed no imminent threat to the safety of community members and/or Police Department or Fire Department personnel. The City Council has allocated resources to engage third-party resources to assist the City in developing this initiative.
- The City will align its work with the school district's commitment to look at exploring and reducing policing in the schools.
- Analysis of litigation outcomes and exposure for city departments in order to guide the creation of city policy to reduce the impact of settlements on the General Fund.

- Pursue the creation of a Berkeley Department of Transportation to ensure a racial justice lens in traffic enforcement and the development of transportation policy, programs and infrastructure, and identify and implement approaches to reduce and/or eliminate the practice of pretextual stops based on minor traffic violations.

Any firm or individual that is interested in responding to this RFP is strongly encourage to watch the [July 14, 2020 City Council meeting](#)¹ and read the Annotated Agenda for the [July 14, 2020 City Council meeting](#)², as well as the various proposals developed by the Mayor and City Council as contained in Items 18A – 18D on the [July 14, 2020 City Council Agenda](#)³.

In addition to the items listed above, the City Council adopted [Item 18c](#) (“Referral to City Manager to Re-imagine Policing Approaches to Public Safety Using a Process of Robust Community Engagement, to Develop a Path Forward to Transforming Public Safety and Policing in Berkeley”) and [Item 18d](#) (“Transform Community Safety and Initiate a Robust Community Engagement”), which directs the City Manager to engage a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley. [Items 18c](#) and [18d](#) provide the foundation for this assignment.

Berkeley’s communities of color, particularly our African American community must be at the forefront of conversations to re-imagine approaches to policing and public safety. It is critical that the future of community health and safety is defined by the Berkeley community, elevating the voices of our Black, Native American/First Peoples and other communities of color, LGBTQ+ people, victims of harm and other stakeholders that have been historically marginalized and under-served. The community should be invited and encouraged to participate in public, transparent community forums to listen, learn and receive people’s ideas about how policing should be re-imagined and transformed so that communities of color can feel safe within their own neighborhoods, the City of Berkeley, and in their interactions with the members of the BPD.

It is anticipated that the process will be informed by deep research and engagement of subject matter experts to define a holistic, anti-racist approach to community safety, including a review and analysis of new and emerging models, programs and practices of policing and community safety that can be applied in Berkeley.

Ultimately, the firm or individual that is selected for this assignment will recommend a new, community-centered safety paradigm as a foundation for deep and lasting change, grounded in the principles of Reduce, Improve and Reinvest as proposed by the National Institute for Criminal Justice Reform⁴, considering, among other things:

- The social determinants of health and changes required to deliver a holistic approach to community-centered safety; and
- Defining an appropriate response to calls-for-service including size, scope of operation and powers and duties of a well-trained police force; and
- Limiting militarized weaponry and equipment; and
- Identifying alternatives to policing and enforcement to reduce conflict, harm, and institutionalization, introduce restorative and transformative justice models, and reduce or eliminate use of fines and incarceration. Options to reduce police contacts, stops, arrests, tickets, fines and incarceration and replace these, to the greatest extent possible, with educational, community serving, restorative and other positive programs, policies and systems.

¹ http://berkeley.granicus.com/MediaPlayer.php?publish_id=c4e8bb75-c6ef-11ea-93cb-0050569183fa&meta_id=308590

² https://www.cityofberkeley.info/Clerk/City_Council/2020/07_Jul/Documents/07-14_Annotated_Agenda_pdf.aspx

³ https://www.cityofberkeley.info/Clerk/City_Council/2020/07_Jul/City_Council_07-14-2020_-_Regular_Meeting_Agenda.aspx

⁴ <https://nicjr.org/wp-content/uploads/2020/07/Shrink-the-Beast.pdf>

Finally, over the past few months, the City Council has taken action on a number of items that will inform this process:

- On [April 14, 2020](#), the City Council adopted a resolution submitting an amendment to the City Charter to establish a Director of Police Accountability and Police Accountability Board that will replace the existing Police Review Commission to a vote of the electors at the November 3, 2020 General Municipal Election.
- On [June 9, 2020](#), the City Council banned the use of tear gas in the City of Berkeley. The City Council also prohibited the use of pepper spray or smoke for crowd control during the COVID-19 pandemic.
- On [July 23, 2020](#), the City Council adopted a revised Use of Force of Policy that will go into effect on October 1, 2020.

II. SCOPE OF SERVICES

The successful firm or individual will be expected, at a minimum, to prepare a Scope of Services outlined below to help the City achieve a new and transformative model of positive, equitable and community-centered safety for Berkeley. The successful firm or individual should identify any additional services beyond what is described below that will be needed to meet the City's expectations and explain them in their response. Finally, the firm or individual that is selected for this assignment will need to remain flexible as the process may change as circumstances and outcomes from the discussions require.

Project Work Plan and Timing

Develop a project work plan and timeline that identifies key milestones and deliverables. The work plan and timeline shall be reviewed and discussed at a kick-off meeting with the City that will also provide an opportunity to review the scope of work and available data. The selected firm or individual will prepare the agenda for the kick-off meeting and be responsible for meeting minutes.

Research and Analysis

The following outlines research and analysis that shall be performed early in the assignment to inform the community engagement process.

- Analyze emergency and non-emergency calls-for-service for the past three (3) years to determine those calls-for-service that require a response from BPD. Results of this research shall be summarized in a memorandum and presented to the City. Prior to submitting a final memo and presentation, the City will be provided a draft memorandum and presentation to provide comments or questions that shall be incorporated into the final memorandum and presentation that is made publicly available.
- Develop a summary and presentation of new and emerging models of community safety and policing. In consultation with subject matter experts, prepare a memorandum and presentation of new and emerging models of community safety and policing. This work will include a review of current research and best practices along with case study research. To the extent practicable, this work will also include model legislation and policies that have been adopted and successfully implemented. Prior to submitting a final memo and presentation, the City will be provided a draft memorandum and presentation to provide comments or questions that shall be incorporated into the final memorandum and presentation that is made publicly available.

Develop and implement a robust, transparent, and inclusive community engagement process

It is envisioned that the firm or individual that is selected for this assignment will devise and lead a well-organized and structured community engagement process that will consist of one or more committees consisting of representatives of the City Council, City leadership, members of the Berkeley Police Department, residents, and other community stakeholders to provide oversight and direction to the overall process, as well as assist in the development and vetting of proposals for a new model of policing and community safety.

The community engagement process should consist of a number of strategies including virtual (Zoom) forums, roundtable discussions and focus groups, and community surveys to better understand and address race relations, social justice and the police-community relationship in the City of Berkeley. These discussions will be designed to engage the entire community and will seek to include community based organizations including but not limited to non-profits and faith based, the Police Review Commission, the City of Berkeley Police Chief and department, other City commissions and/or commissioners, neighborhood residents, and representatives of the business community. In developing a community engagement plan, the selected firm or individual should be prepared and plan for the possibility of meeting in person. The budget that is submitted to the City should include pricing for both options.

Develop and implement an effective communications strategy

The communications strategy will be designed to provide the City Council, City leadership and employees, community stakeholders, and the entire community with regular updates to ensure that the community is well-informed of the process and progress. The communications strategy will utilize multiple channels including, but not limited to: a project website either hosted by the City or the firm and/ or individual that is selected for this assignment (to be determined), community newsletters, email, social media, and video.

Report and Implementation Plan

The culmination of the work outlined in the Scope of Services shall be compiled and summarized in an easy-to-read narrative report that clearly identifies a model of community safety and policing in Berkeley. The implementation plan will provide the City with a clear roadmap, action items and recommendations, and timeline to achieve the recommended model of community safety and policing.

It is anticipated that the Report and Implementation Plan will, at a minimum, consist of the following:

- Executive summary that outlines the process, key findings and recommendations, and path to implementation.
- Summary of research and analysis performed as part of this assignment including the review of emergency and non-emergency calls-for-service and new and emerging models of community safety and policing.
- Summary of communications and community engagement process.
- Identify the programs and/or services provided by the BPD that can be provided by other City departments or external third-party entities. Recommendations for shifting work to other City departments or third-party entities should include the process, timeline and sequencing that would underpin the shift of work. Where programs and/or services provided by BPD are to be shifted to other City departments, the report will identify the specific job classification(s) to provide such service. Recommendations shall recognize and account for collective bargaining constraints and other considerations related to the Myers-Milias-Brown Act.
- Identify financial and organizational impacts and resources needed to implement recommendations, including, but not limited to:
 - Budget impacts, both revenue and expenditures, to the BPD budget.
 - Budget implications to other City Departments that are recommended to absorb programs and/or services previously performed by the BPD.
 - The extent to which the cost of new positions to be created are offset by savings in the BPD or other parts of the organization.

- Recommendations that shift work to entities outside of the City organization should include the expected cost to pay these outside entities and identify whether there is savings in the BPD to pay for these programs or services or if new resources will be needed.
- **Phasing and Timing of Recommendations.** Recommendations shall be prioritized and a phased plan for implementation will be provided to provide the City a roadmap to transition to the recommended model of community safety and policing, as the budget permits.

An Administrative Draft Report and Administrative Draft Implementation Plan will be submitted to the City and the City will be provided 14 days to submit questions or comments, which shall be incorporated into a Public Review Draft Report and Public Review Draft Implementation Plan that shall be made publicly available.

Following release of the Public Review Draft Report and Public Review Draft Implementation Plan, the firm or individual selected for this assignment shall lead two (2) public engagement workshops (remote or in person) to allow the public to comment on the Public Review Draft Report and Public Review Draft Implementation Plan.

Following the public engagement workshops, a Final Report and Final Implementation Plan will be prepared. The Final Report and Final Implementation Plan will be presented (remote or in person) to the following:

- City's Public Safety Policy Committee;
- City's Budget and Finance Policy Committee; and
- City Council.

Project Term

This work is anticipated to begin as soon as possible and the firm or individual that is selected is expected to act with urgency. This work must be completed by March 12, 2021 for the City Council to consider recommendations as part of its Fiscal Year 2022 / 2023 budget that will be adopted by City Council on or before June 30, 2021.

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, the name and telephone number of the contact person and company tax identification number

2. Client References:

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

3. 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 and estimated hours for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized per key deliverable under each task identified in the Scope of Services / Work Plan.

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. Proposal Submission Guidelines. All proposals should follow the following Format:

Section 1 - Background: Based on your understanding, briefly discuss the general requirements of the scope of work.

Section 2 – Scope: Discuss in detail each item in the RFP and how you intend to address each. This will be the longest section of your proposal and can have subsections.

Section 3 – Schedule: Develop a table of your expected schedule for completing the project. Include a breakdown of project tasks in the proposed schedule.

Section 4 – Staff: Indicate the staff who will be assigned to project. Detail their background and experience, and provide resumes for each team member.

Section 5 – Price Proposal: Provide your proposed price for the overall project, including a breakdown of the pricing for project tasks.

Section 6 – Additional Supporting Materials: Add any additional supporting information here. This is where to provide information related to similar projects you have completed for other cities or jurisdictions and what the results were.

IV. SELECTION CRITERIA

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

1. Project understanding and Scope of Services. The quality, clarity, and thoroughness of the response to the RFP will be considered and evaluated. (15%)
2. Relevant experience in race relations, social justice, restorative and transformational justice, social determinants of health and safety, leading police reform and a demonstrated understanding of the history of policing in Berkeley, as well as new and emerging models, programs, and practices of community safety that are equitable and community-centered. (35%)
3. Experience/expertise leading difficult conversations and engaging large, broad, and diverse stakeholder groups ranging from those who have been impacted by police violence to law enforcement that has resulted in actionable outcomes/change and engendered trust and confidence. (35%)
4. Qualifications and references including relevant experience of project team. Evaluation will be based on documented experience on similar projects, resumes, and experience narratives submitted. The selected firm or individual and any subcontractors will demonstrate relevant experience and values to advance the goal of

transforming public safety from one that is rooted in enforcement and punishment to prevention and wellness.
(15%)

A selection panel will be convened to evaluate proposals and make a selection of the firm or individual for this assignment.

After a review of the proposals from the short listed respondents, the City may ask the proposers to make an oral presentation to answer any questions the City may have and to clarify their proposal. The City will then rank the proposals and will attempt to negotiate satisfactory contracts with them. If the City is unable to reach agreement with the selected respondents, the City will repeat the negotiation process with the next highest respondent, and so on, if necessary.

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. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: **David White, Deputy City Manager**
City Manager's Office

Payments: The City will make payment to the vendor on a time and materials basis within 30 days of receipt of a correct 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 No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx. 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 insureds.

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

VIII. SCHEDULE (dates are subject to change)

- | | |
|--|------------------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders | Tuesday, September 8, 2020 |
| <input type="checkbox"/> Pre-proposal conference | Tuesday, September 15, 2020 |
| <input type="checkbox"/> Written Questions Due | Monday, September 21, 2020 |
| <input type="checkbox"/> Answers Provided | Thursday, September 24, 2020 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | Tuesday, October 6, 2020 |
| <input type="checkbox"/> Complete Selection Process | October 16, 2020 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | November 10, 2020 |
| <input type="checkbox"/> Award of Contract | November 11, 2020 |
| <input type="checkbox"/> Sign and Process Contract | November 11 - 23, 2020 |
| <input type="checkbox"/> Notice to Proceed | November 23, 2020 |

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

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

Attachment B (page 1)

Occupational Categories

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

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

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

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

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

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

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

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

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: **Police Re-Imagining/21-11413**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

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

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

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

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Police Re-imagining/21-11413**

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: **Police Re-Imagining/21-11413**

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 change (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: _____

Contract Description/Specification No: **Police Re-Imagining/21-11413**

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).

Attachment G (page 1)

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Attachment G (page 2)

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Police Re-Imagining/21-11413**

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

Attachment H

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Police Re-Imagining/21-11413**

Attachment I