



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 26-11794-C
FOR
Public Safety Technology
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for *(1) Automated License Plate Recognition (ALPR); (2) Fixed Video Surveillance Cameras (Pan-Tilt-Zoom); (3) Drone as First Responder (DFR); (4) Field-Deployed Drones (Unmanned Aerial Systems); (5) Community Video Stream Integration; and (6) Investigative Software*. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached).

Proposals must be received no later than 2:00 pm, on Tuesday, August 18, 2026. Proposals are to be sent via email with “**Specification No. 26-11794-C**” and “**Public Safety Technology**” 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 – #26-11794-C Public Safety Technology**.” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing: Vendor Name - #26-11794-C Public Safety Technology**.”

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
Solicitations@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 (Project Managers) Deputy Chief Jen Tate and Arlo Malmberg, Strategic Planning and Accountability Manager**, via email at jtate@berkeleyca.gov no later than July 20th, 2026. 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,

Henry Oyekanmi
Finance Director

I. BACKGROUND/SUMMARY/or INTRODUCTION

The Berkeley Police Department (BPD) is advancing a public safety technology program designed to improve situational awareness, operational efficiency, crime prevention, and investigative capacity while maintaining civilian oversight, auditability, and data protection.

Through this RFP the City seeks proposals across up to six Technology Areas: (1) Automated License Plate Recognition (ALPR); (2) Fixed Video Surveillance Cameras (Pan-Tilt-Zoom); (3) Drone as First Responder (DFR); (4) Field-Deployed Drones (Unmanned Aerial Systems); (5) Community Video Stream Integration; and (6) Investigative Software. The Technology Areas are described in Section II.

This is a modular solicitation. Proposers may submit on a single Technology Area, any combination of Areas, or all Areas. The City may make award by individual Area, by combination, or in whole, and may select more than one vendor. The City will consider the operational, oversight, privacy, auditability, cost advantages and disadvantages of a consolidated, interoperable solution when comparing single-Area awards against combined awards. Regardless of the Area(s) proposed, all solutions must satisfy the Cross-Cutting Requirements in Section II.G.

The technologies sought are governed by the City's Surveillance Technology Ordinance (BMC 2.99), the Police Equipment Ordinance (BMC 2.100), the Sanctuary City Contracting Ordinance (BMC 13.105), the Sanctuary City Ordinance (BMC 13.114) and applicable state law including AB 481, SB 34 and SB 54. Data ownership, privacy protection, alignment with the City's sanctuary policies, restrictive-by-default configuration, breach accountability, and robust auditing are central to this procurement and are reflected as scored requirements throughout.

II. SCOPE OF SERVICES

The selected vendor(s) will furnish the equipment, software, installation, integration, training, maintenance, and support described below for a base term of three (3) years, with extension options to be exercised at the City's sole discretion. Where hardware is involved, the City prefers an all-inclusive, vendor-managed (subscription) model. Each Technology Area is independently scoped, independently scored, and may be independently awarded. A proposer responding to more than one Area must describe how the proposed components interoperate.

Cross-Cutting Requirements (Apply to All Technology Areas)

The following requirements apply to every proposal regardless of the Technology Area(s) proposed.

Contractual Protections

The following contractual requirements apply to all agreements executed under this RFP. Proposers must explicitly accept these requirements or clearly identify any proposed exceptions or alternative formulations in their submission. The City may deem material exceptions to required privacy, data ownership, data-sharing, security, auditability, sanctuary policy, or breach accountability provisions as grounds for disqualification or reduced scoring.

- The agreement shall provide for a financial penalty for any unauthorized sharing, disclosure, or release of City data. This penalty is in addition to, and does not limit, any other remedies available to the City under contract or applicable law.
- The City shall have the right to terminate the agreement for convenience upon thirty (30) days' written notice. Fees paid prior to termination shall be non-refundable except as offset by applicable penalties; the City shall bear no liability for fees or payments that would otherwise come due after the effective termination date.

- Any license granted to the vendor to use anonymized or de-identified data derived from City data or City-generated data shall be expressly limited in duration to the term of the agreement. No such license shall survive the termination or expiration of the contract, regardless of how the license grant is framed.
- The vendor shall not implement any hardware or software modification that alters the scope of data access, data sharing, or data availability without prior written consent from the City. Routine maintenance, security patches, and bug fixes that do not affect the scope of data access or sharing are exempt. Proposers shall describe their standard process for notifying customers of platform changes and how they will accommodate this requirement.
- Any post-execution modification to provisions governing data ownership, data access, data sharing, privacy protections, or security requirements shall require affirmative action by the Berkeley City Council.
- The vendor shall notify the City and obtain the City's written consent before disclosing any City data in response to any legal request or demand, including subpoenas, court orders, or equivalent legal process. This notification and consent requirement shall not apply if and only if the vendor is both (a) legally required to produce the data in response to the specific request and (b) legally prohibited from informing the City that the request exists.

Data Ownership and Privacy

- The City owns all of its data, including anonymized derivatives. The vendor is prohibited from selling, sharing, or distributing City data without the City's explicit written authorization.
- The vendor may disclose City data to a government agency only upon a valid legal request and with the City's written consent. Consistent with the City's sanctuary policies, data and footage may not be provided to federal immigration authorities in response to an administrative subpoena or similar request absent a court order.
- Consistent with California law, City data may not be used, shared, or disclosed to support any investigation, prosecution, or civil action arising under a law of another state that restricts or criminalizes the provision or receipt of reproductive health care or gender-affirming care that is lawful in California. The vendor may not provide City data to any out-of-state authority for such a purpose absent a court order issued by a California court.
- Settings must be restrictive (privacy-protective) by default; no data-sharing defaults may be enabled without affirmative City action.
- Facial recognition is prohibited and must be unavailable, disabled, or incapable of use unless expressly authorized by the Berkeley City Council through a future approval process.
- The City's ownership and control of its data survives termination, and the vendor must return or export City data on termination.

Security and Compliance

- The system must be Criminal Justice Information Services (CJIS) compliant.
- Data must be encrypted in transit and at rest, with role-based access controls.
- The vendor must promptly notify the City of any security incident or data breach, describing its scope and the corrective steps taken.
- The vendor must agree to contractual financial penalties for data breaches or unauthorized disclosures.
- The vendor must support the City's reporting obligations under BMC 2.99, BMC 2.100, and AB 481.

Auditing and Reporting

- Granular auditing sufficient to identify and track usage by any user at any time.
- Permission/security levels defining user rights and access.
- Administrator visibility into deployments, queries and hotlists/alerts for all users including date and time, and reason for query or deployment.

- Predesignated reports plus ad-hoc reporting from the collected data, and export of audit data.
- Configurable retention parameters for access logs, including retention period, what data is captured per log entry, whether the City can configure retention duration, and whether logs are exportable.

Installation, Training, Maintenance, and Support

- For Areas involving hardware, an all-inclusive solution: hardware, installation, software, connectivity, cloud storage, maintenance, support, and a warranty covering the contract term, with City permitting and inspection fees included. The vendor shall not use third-party installers or maintenance providers unless disclosed and approved.
- Training for administrators, supervisors, and end-users, including training on system features, usage, maintenance, and auditing.
- Ongoing maintenance, software updates, and technical support.

Interoperability

- Every component must expose or support documented integrations so the City can correlate data across systems even where Areas are awarded to different vendors. Proposers bidding multiple Areas must describe native interoperability among the proposed components; proposers bidding a single Area must describe the published integrations and APIs available to connect to other systems and to the RTIC.
- Every component must support integration with Axon Evidence.com via the Axon Partner API or, at minimum, export of evidentiary files in a format suitable for direct upload to Evidence.com; proposers must describe their current pathway and disclose any dependency on a third-party partnership agreement with Axon that is not fully executed at time of proposal. Exported files shall preserve original metadata and a documented chain of custody suitable for evidentiary use.

Artificial Intelligence and Human-in-the-Loop Operation

- All AI-generated output including automated alerts, matches, classifications, and recommendations shall be treated as an investigative lead only and must be independently corroborated before any enforcement, charging, or detention decision. No investigative action may be initiated or executed solely on the basis of AI output without affirmative human review and authorization.
- Proposers must identify every action or automated function their system is capable of executing without real-time human authorization including but not limited to automated alerts, cross-system queries, data sharing, and any output routed to officers or dispatchers, and describe the controls available to the City to restrict, audit, or disable those functions.
- Proposers must describe how their system is designed to support human-in-the-loop operation, including what interface features, access controls, and workflow configurations are available to ensure that automated outputs are reviewed before action is taken.
- Default system configurations must not enable automated enforcement-adjacent actions (e.g., automatic hotlist sharing, automatic case flagging, or automatic inter-agency notification) without affirmative City configuration.

Technology Area 1- Automated License Plate Recognition (ALPR)

License plate recognition for fixed and/or mobile deployment supporting real-time alerting and investigative search, integrated into the City's real-time information center. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

- Be deployable at locations where no existing City electrical power or network infrastructure is available. Proposers shall describe how their solution achieves and sustains power and connectivity independent of wired infrastructure, and shall address expected uptime, maintenance intervals, and performance under the operational conditions typical of an urban environment.

- Include vendor installation, mounting, City permitting and inspection, maintenance, and support for the contract term, with City permitting and inspection fees included in the cost.
- Provide remote health monitoring and self-diagnostics for each device.
- Provide a map-based locator of camera positions and support publication of camera locations on the City website.
- Provide secure access via PC and iOS/Android apps.
- Support remote configuration, search, and alert management through the vendor interface.
- Capture at least two lanes of traffic simultaneously from a single camera.
- Provide real-time alerts to a user or group via mobile app, email, and text message when a plate on a hotlist enters the database.
- Support hotlist management- view, add to, and remove from alert lists; manual entry of any number of plates of interest.
- Allow expiration dates on alerts, with notice to the user before an alert is set to expire, and notify users of duplicate entries or alerts.
- Provide search by: full or partial plate with wildcard support; start/end date and time; contributing device or camera name (multi-select); and location with proximity range (geocoded address, latitude/longitude, or map-drawn area).
- Allow manual search and alerting based on a vehicle's physical description, with or without plate information.
- Include a mapping utility presenting a geographic overlay of hit data on a user-defined map.
- Disclose all cross-jurisdictional access networks (statewide lookup, national lookup, and equivalent) and confirm participation in any such network is opt-in only.
- Support a configurable data retention period that conforms to the City's ALPR Use Policy and applicable law (currently 30 days), with automatic purge of records upon expiration.

BPD currently operates a network of approximately 52 ALPR cameras. Proposers shall provide pricing for a network of 52 cameras and shall provide unit pricing for additional cameras beyond that baseline. Proposers shall describe how their platform licensing and management infrastructure scales as camera count increases, including whether additional licensing tiers or fees apply.

Technology Area 2- Fixed Video Surveillance Cameras (Pan-Tilt-Zoom)

Solar-powered pan-tilt-zoom (PTZ) fixed video cameras installed and maintained by the vendor, with live and recorded video accessible within the RTIC. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

- Be able to operate on battery and solar power without tapping into wired power or network infrastructure, using cellular connectivity.
- Include vendor installation, mounting, City permitting and inspection, maintenance, and support for the contract term, with City permitting and inspection fees included in the cost.
- Provide remote health monitoring and self-diagnostics for each device.
- Provide a map-based locator of camera positions and support publication of camera locations on the City website.
- Provide secure access via PC and iOS/Android apps.
- Support remote configuration, search, and alert management through the vendor interface.
- Provide pan, tilt, and zoom control, high-resolution day/night imaging, and configurable fields of view.
- Support live streaming and retrieval of recorded video, with remote operation of camera controls.

- Audio recording is prohibited; cameras must either lack audio capability entirely or provide an administrator-controlled setting to disable audio recording permanently, off by default.

The City anticipates initial deployment at 16 locations approved by the City Council. Proposers shall provide all-inclusive per-location pricing for 16 camera installations and shall provide unit pricing for additional locations. Proposers shall describe any cost or configuration differences based on site conditions, mounting requirements, or connectivity constraints.

Technology Area 3- Drone as First Responder (DFR)

A drone-as-first-responder capability integrated into the City's real-time platform, with launch from fixed docking stations, detect-and-avoid for safe operation, and real-time aerial video delivered to dispatchers and responding officers and in appropriate cases arriving on scene before ground units. This Area covers the fixed-site, dock-based DFR program; officer-deployed portable drones are addressed separately in Area 4. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

- Provide drone(s) with docking/charging station(s) supporting launch and return from fixed sites.
- Provide detect-and-avoid capability sufficient for safe beyond-visual-line-of-sight (BVLOS) operation under appropriate authorizations.
- Stream real-time video and telemetry to dispatch and field personnel, with integration to computer-aided dispatch (CAD) where available.
- Support configurable privacy protections during transit to a call, including the ability to elevate camera angle, restrict the field of view, or otherwise limit incidental capture of persons and property not associated with the incident to which the drone is responding; such transit-mode configurations shall be available as a default operating mode.
- Offer a National Defense Authorization Act (NDAA)-compliant hardware pathway. Proposers must state whether currently offered hardware is NDAA-compliant and, if not, the specific migration path and timeline.
- Support recording, retention, and redaction consistent with City policy, with complete flight logging and an audit trail.
- Provide role-based operator controls, operator/pilot training, and maintenance and support for the term.
- Support the City's reporting obligations under BMC 2.100 and AB 481 for controlled equipment.
- Proposers must identify all applicable regulatory prerequisites, including FAA Part 107 certification, Certificate of Waiver (COW), or other applicable FAA authorization for BVLOS or nighttime operations, and must describe the vendor's role and track record in supporting agencies through the current FAA approval process.
- Be all-inclusive (airframes, docks, software, connectivity, maintenance, and warranty).
- Audio recording is prohibited; drone must either lack audio capability entirely or provide an administrator-controlled setting to disable audio recording permanently, off by default.

The City anticipates an initial deployment of 2 docking stations with associated aircraft. Proposers shall price for a 2-unit deployment and shall provide optional pricing for a third docking station and aircraft. Proposers shall clearly identify any cost differences between the first and subsequent units, including any shared infrastructure, software licensing, or connectivity costs that do not scale linearly. The City may expand the fleet subject to City Council approval under BMC 2.100.

Technology Area 4- Field-Deployed Drones (Unmanned Aerial Systems)

Portable, officer-deployed unmanned aerial systems (UAS) transported in patrol or supervisor vehicles and launched manually by a trained pilot at an incident scene. Unlike the dock-based DFR capability in Area 3, these aircraft require no fixed infrastructure and support on-demand aerial assessment for tactical operations, critical incidents, building searches, crowd and traffic-collision documentation, and natural-disaster response, including in indoor and GPS-denied environments. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

- Provide drone(s) suitable for rapid field deployment from a vehicle, including transport cases, spare batteries, and field-charging equipment; the proposed suite shall include both outdoor airframes and at least one indoor-capable airframe designed for GPS-denied interior operations.
- Support manual, pilot-operated visual-line-of-sight (VLOS) flight, with optional payloads such as high-resolution zoom and thermal/infrared imaging as proposed; indoor drones shall support obstacle avoidance and stable flight in confined, GPS-denied spaces.
- Stream real-time video and telemetry to dispatch and field personnel, with integration to computer-aided dispatch (CAD) where available.
- Offer a National Defense Authorization Act (NDAA)-compliant hardware pathway. Proposers must state whether currently offered hardware is NDAA-compliant and, if not, the specific migration path and timeline.
- Support recording, retention, and redaction consistent with City policy, with complete flight logging and an audit trail.
- Provide role-based operator controls, operator/pilot training, and maintenance and support for the term.
- Support the City's reporting obligations under BMC 2.100 and AB 481 for controlled equipment.
- Identify all regulatory prerequisites (e.g., FAA Part 107, applicable waivers) and the vendor's role in helping the City obtain them.
- Be all-inclusive (airframes, payloads, batteries, transport cases, software, connectivity, maintenance, and warranty).

The City anticipates an initial deployment of 4 outdoor field-deployable airframes and 4 indoor airframes designed for GPS-denied interior operations. Proposers shall price these as two distinct line items and shall provide unit pricing for each airframe type separately.

Technology Area 5- Community Video Stream Integration

Software enabling BPD to view live or recorded video from privately owned cameras whose owners voluntarily register and opt in to share access. The City does not purchase or install any cameras under this Area. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

- Provide camera registration and mapping, with owner opt-in required before any access and the ability for owners to revoke access at any time; owners retain full ownership of their cameras and footage.
- Route a registered feed to the department only with the camera owner's explicit permission.
- Facial recognition is prohibited and must be unavailable, disabled, or incapable of use unless expressly authorized in writing by the City through a future approval process..
- Apply restrictive (privacy-protective) settings by default.
- The platform shall not ingest, transmit, or store audio from registered community cameras; audio capture by participating camera owners is outside the scope of this program and BPD access to any audio feed is prohibited.

The number of registered community cameras will vary based on voluntary owner participation. Proposers shall provide tiered pricing at defined increments (for example: up to 50 cameras, 51–150, 151–300, and 300+) and shall describe any platform costs that are fixed regardless of camera count. Proposers shall also provide unit pricing for registered feeds beyond the highest proposed tier.

Technology Area 6- Investigative Software

A data-analysis and real-time integration platform that both (a) centralizes records from the department's computer-aided dispatch (CAD), records management system (RMS), and digital evidence to support case-linking and investigative resolution, and (b) functions as the City's public safety technology platform offering a single pane of glass that correlates ALPR reads, fixed-camera video, drone video, community streams, and analytics into one dashboard with a single sign-on, one set of access logs, and one audit trail. Because the City may award individual Technology Areas to different vendors, the platform proposed under this Area must be capable of integrating with third-party systems across all other Areas, not only with the proposer's own products. Proposers may offer this Area as a combined platform, as a standalone investigative-analytics tool, or as a standalone aggregation/integration platform that ingests third-party sensors via published integrations and APIs, and/or as the native platform underlying other Areas they propose. Proposers must respond to each specification listed below. If a proposer cannot meet a specification, the proposal must clearly state that limitation and describe any alternative approach.

Investigative analytics:

- Ingest and integrate structured and unstructured data from CAD, RMS, and digital evidence; proposers must identify supported systems and the integration approach.
- Provide auto-refresh of CAD calls for service to ensure up-to-date operational awareness.
- Enable case-linking and entity resolution across all connected data sources and support the ability to cross-reference vehicle and person information across sources.
- Provide access to open-source intelligence and shared inter-agency data, with configurable access controls, audit logging, and security measures for all shared information.
- Provide comprehensive search, data visualization, dashboards, and both predesignated and ad-hoc reporting.
- Capable of alerts when other users search on same criteria (i.e.: deconfliction)
- Provide a “breadcrumbs” or equivalent workflow feature that allows operators to document the steps taken to reach a conclusion or investigative action.
- Provide description of granular inter-agency access controls and confirmation that inter-agency sharing and deconfliction features are off by default.

Technology integration platform:

- Present a single dashboard that correlates multiple live and recorded data sources (ALPR, fixed-camera video, drone video, and community streams) in real time, with single sign-on and consolidated alerts across source types.
- Ability to customize and “drag and drop” data/views from maps, camera views, search results, tables, documents, etc.
- Ability to pop-up/highlight a specific camera when a CAD call falls within a viewshed of that camera.
- Real-time alert capabilities based on keywords or criteria.
- Provide open, documented integrations and APIs to third-party ALPR, fixed-camera, drone, analytics, and CAD/RMS systems. Proposers must list known/allowed integrations with real-time crime center and CAD platforms.
- Provide geospatial mapping, location/radius search, map-drawn search areas, and alert routing via app, email, and text.
- Provide a dashboard of system productivity (alert volumes, detection and hit volumes, and accuracy ratios) presented as charts or raw data with filters by source, user, or system.

- Ability to draw a geo-fence using a shape tool for easily configurable alerts.
- Ability to easily turn live layers on and off for different visualization schemas.

Proposers shall provide tiered pricing by user count at defined increments (for example: up to 25 users, 26–75, 76–150, and 150+) and shall separately identify any costs that are fixed regardless of user count, including platform, integration, or data ingestion fees. Where pricing varies by data volume or connected source type, proposers shall describe that structure and provide pricing at comparable tiers.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

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

2. Client References:

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

3. Price Proposal:

The proposal shall include pricing for all services for the base contract term of three (3) years, with separately itemized optional pricing for an additional one-year extension period. 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 and Security Incidents:

If your organization has had a contract terminated in the last five (5) years or experienced a data security incident or data-sharing violation, 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

** 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 of City staff will evaluate and score proposals. Each Technology Area is scored independently on a 100-point scale using the criteria below. The City may award by individual Area, by combination, or in whole.

Based on the contents of the proposal, a live or virtual demonstration may or may not be requested by the selection panel and considered within the criteria below.

Data Security, Privacy, and Compliance - 30 points

- Security and privacy features in alignment with the relevant requirements in Section II.
- CJIS compliance; City data ownership; restrictive-by-default configuration.
- Alignment with the City's sanctuary policies and limits on federal/immigration access; breach notification and contractual financial penalties for unauthorized disclosure.
- Strength of auditing, access controls, and City-controlled retention, and exportable audit data.
- Acceptance of required City contractual terms related to data ownership, privacy, security, auditability, breach notification, sanctuary policy compliance, and restrictions on unauthorized disclosure.
- Responsiveness to relevant specifications detailed in the Scope of Services.

Technical Solution and Functional Capabilities - 30 points

- Comprehensiveness and quality of the proposed solution and its alignment with the technical requirements in Section II.
- Reliability, responsiveness, and ease of use for both real-time and historic use.
- User interface and overall usability.
- Responsiveness to relevant specifications detailed in the Scope of Services.

Integration and Interoperability - 10 points

- Native interoperability across the Area(s) proposed and/or published integrations and APIs with third-party systems and the City's CAD/RMS.
- Contribution to a single "pane of glass" platform, consolidated alerts, and a single audit trail.
- Ability to integrate with third party systems where the City awards different Technology Areas to different vendors, including any limitations, dependencies, or additional requirements necessary to achieve the proposed integration.
- Responsiveness to relevant specifications detailed in the Scope of Services.

Implementation, Training, and Support - 10 points

- Quality of the implementation plan and timeline; training model; ongoing maintenance, updates, and technical support.
- Quality of the vendor's approach to platform changes, user onboarding, administrator training, system maintenance, and documentation.
- Responsiveness to relevant specifications detailed in the Scope of Services.

Company Experience and References - 10 points

- Relevant experience delivering comparable solutions to law enforcement agencies; quality of client references; qualifications of key personnel.
- Public sector implementation and experience, including experience with agencies subject to surveillance technology, privacy, sanctuary, or comparable oversight requirements.

Cost and Price - 10 points

Cost proposals will be evaluated for completeness, reasonableness, and overall value relative to the proposed solution, including total cost of ownership over the base contract term and any extension options. Proposers must provide fully loaded pricing including all hardware, software, installation, connectivity, maintenance, support, and warranty costs as specified in the Scope of Services. Incomplete cost proposals or proposals that do not conform to the required pricing structure may receive a reduced score or may be deemed non-responsive. The City reserves the right to make award to the proposer offering the best overall value, which may not be the lowest-cost proposal.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc: Jen Tate jtate@berkeleyca.gov and Arlo Malmberg amalmberg@berkeleyca.gov;** (List on invoice, Attn: Jen Tate and Arlo Malmberg, Police Department) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
Phone: 510-981-7310

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

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services

to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

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

D. Sanctuary City Contracting Ordinance:

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

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

E. Conflict of Interest:

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

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest.

Please identify any person associated with the firm that has a potential conflict of interest.

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

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

H. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

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

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.”

Competing for supplies, equipment, materials, and other goods

For the purposes of comparing pricing as part of this competitive RFP for supplies, equipment, materials, and other goods up to \$100,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor in order to assign evaluation points to the pricing section.

Competing for non-professional services

For the purposes of comparing pricing as part of this competitive RFP for non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor in order to assign evaluation points to the pricing section.

VIII. SCHEDULE (Dates are subject to change)

☐ Issue RFP to Potential Bidders:	07/02/26
☐ Questions Due	07/20/26
☐ Proposals Due from Potential Bidders	08/18/26
☐ Online Demos	09/07/26 – 09/25/26
☐ In-Person Demos	09/07/26 – 09/25/26
☐ Complete Selection Process	9/30/26
☐ Council Approval of Contract (over \$50k)	11/17/26
☐ Award of Contract	11/18/26
☐ Sign and Process Contract	12/1/26
☐ Notice to Proceed	12/2/26

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)
- ☐ *Other items the contractor is being requested to supply*
- ☐ 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, see the [Sample of Personal Services Contract](#).

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

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.

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: _____

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: **Public Safety Technology/26-11794-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: _____

Attachment D

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: _____

SCCO CompStmnt (10/2019)

Contract Description/Specification No: **Public Safety Technology/26-11794-C**

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: **Public Safety Technology/26-11794-C**

Attachment F (page 1)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Section III

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

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

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor

☐ Full Compliance

☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: _____

Staff Name (*Sign and Print*): _____ Date: _____

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: _____

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

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative