



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 22-11477-C FOR
CITY OF BERKELEY INTEGRATED ZERO WASTE MANAGEMENT STRATEGIC PLAN
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for the development and completion of an Integrated Zero Waste Management Strategic Plan to provide methodologies and guidance for the City's Zero Waste Division's operation, personnel, program and financial requirements to meet the City's 2009 Climate and 2005 Zero Waste goals. As a Request for Proposal (RFP) this is not an invitation to bid and although price is important, other factors will be taken into consideration.

The project scope of services, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Thursday, June 30, 2022.** Proposals are to be sent via email with the "City of Berkeley Integrated Zero Waste Management Strategic Plan" and **Specification No. 22-11477-C** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding 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.

For questions concerning the anticipated work or scope of the project, please **contact Mr. Greg Apa, Solid Waste & Recycling Manager- Zero Waste Division**, only via email at gapa@cityofberkeley.info no later than May 20, 2022. 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,

Darryl Sweet
General Services Manager

I. BACKGROUND

The City of Berkeley has a long history of local, state and nationwide environmental leadership. The City and its community members have implemented many forward-thinking environmentally focused policies, initiatives, and programs, including establishing one of the first municipal recycling programs in the nation. The City has a long-standing commitment to reduce, recycle and ultimately eliminate the volume of materials landfilled. This Request For Proposal (RFP) will require the selected firm(s), partnered firm(s) or individual(s) to take these aspirational Zero Waste policies and programs and develop a comprehensive road map (Integrated Zero Waste Management Strategic Plan) for implementation.

The City's Zero Waste Division (ZWD) manages the City's overall zero waste management programs. ZWD is a separate division within the City's Public Works Department and is an enterprise funded operation. As an enterprise funded operation called herein the "Zero Waste Fund or Fund", ZWD is required to fund all curbside residential and commercial collection costs by rates charged for these services per City and State (Proposition 218) regulations. The ZWD Transfer Station operations are funded by rates charged third-party customers and are approved by a City Council conducted public hearing and consent.

Berkeley is one of the few cities in California using a dual-stream curbside system versus the single-stream system for the curbside collection of recyclable materials. The City's recyclables collection requires separation of the following materials: refuse, fiber (cardboard, mixed paper, etc.), containers (aluminum, steel, plastic, glass containers and misc. plastic), and green/food waste into separate carts (residential, multi-family, and commercial) or metal bins (multi-family and commercial). These materials are collected by a separate truck(s) for each material type and may include up to 4 carts and/or bins per service location.

ZWD operations personnel provides the following services to:

- 23,000+ residential customers with once weekly (per City and State regulations) collection of refuse and green/food materials,
- 5,000+ commercial customers with multi-day per week collection of refuse, dual-stream recyclables (fiber and containers collected separately) and green/food materials (seven days per week),
- 130,000+ customers annually (420+ customers per day) use the City's Transfer Station to deliver refuse, green/food, construction and demolition debris, and miscellaneous recyclable materials (mattresses, metal, propane tanks, electronics, refrigerated appliances, used residential motor oil, tires, carpet, etc.),
- Off-site hauling of all materials received from Transfer Station customers,
- A total of 420+ tons per day of all material types delivered by the City's curbside collection services or third-party customers to the Transfer Station, and

ZWD manages the following third-party contracts (2019 data):

- 70,000+ tons per year of refuse, that is landfilled at Waste Management, Inc.'s Altamont Landfill,
- 30,000+ tons per year of green/food waste for composting by Recology, Inc. at its Blossom Valley Organics – North facility,
- 15,000+ tons year of construction and demolition debris for recycling by Zanker Road Resource Management's San Jose facility,
- 8,000+ tons per year of residential only (9 dwelling units or less) dual-stream recyclables collected by Ecology Center, Inc.,
- 15,000+ tons per year of mixed recyclables delivered to "Berkeley Recycling" facility operated by the Community Conservation Centers, Inc., which includes:

- a. Sorting, processing and marketing of all residential, multi-family and commercial recyclables collected by both ZWD’s and Ecology Center, Inc.’s curbside collection vehicles, and
 - b. A California Container Redemption Value Buyback Center, and
 - c. A free Drop Off center for recyclable materials.
- 900+ tons per year of salvaged reusable materials from the refuse and construction and demolition materials’ staging areas at the Transfer Station by Urban Ore, Inc. a long-time City supported for profit company. Urban Ore, Inc. is paid the landfill per ton rate for salvaging these materials and retain all revenues from the resale.

The City of Berkeley’s state reported landfill disposal tonnage for 2017 was 89,788 tons, with an estimated diversion rate of seventy-two percent (72%). Since 2017, this recycling percentage has declined to sixty-eight percent (68%) due to several events. This marketplace driven events included: 1) the closure of Pacific Steel. The City had been able to include up to 12,000+ tons per year of recycled steel slag, 2) China’s closure of accepting materials to be recycled and 3) redirection of some refuse materials from the construction and demolition material, the vendor at that time of sorting and recycling these C&D materials had an unacceptable high rate of residue.

In 2005, the City Council adopted a Zero Waste Goal¹ to eliminate Berkeley's materials sent to landfills by the year 2020. The Resolution and Goal reference a goal of 90% and 100% for the diversion of all materials being landfilled. Since 2012, there has been continuous year to year overall increase of disposal tonnage and with the ongoing market conditions for recyclable materials, the achievement of this Goal proved unattainable by 2020. Important components of an Integrated Zero Waste Management Strategic Plan include the identification of a diversion percentage of all materials for a Zero Waste Goal, propose a revised target year to attain the Goal for City Council approval and the potential costs to achieve the proposed Zero Waste Goal.

The City’s Solid Waste Management Plan (1996 and 2000), the Source Reduction and Recycling Element (1992) and the Climate Action Plan (2009) are the City’s most recent documents guiding the City’s efforts toward its goal of zero waste. Although proposed, the City’s most recent Solid Waste Management Plan Update (2005²) was not adopted by the City and it mandated a 2010 goal of reaching 75% diversion.

Without updated and ongoing guidance towards a Zero Waste Goal or identified methodologies to direct its Zero Waste management system, the City, ZWD and its involved environmental community members have proposed and implemented programs, policies and ordinances on an “advocated for basis” to strive towards its Zero Waste Goal. These programs and/or ordinances do provide incremental steps towards this Goal but they aren’t integrated and coordinated approach towards that Goal. Without clear definitions and guidance, the establishment of methods to achieve the Goal, and the metrics and their calculation to measure and assess, progress towards the City’s Zero Waste Goal has been inconsistent and not coordinated as effectively as possible.

¹ https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/Zero%20Waste%20Goal.pdf

² [https://www.cityofberkeley.info/uploadedFiles/Public_Works/Level_3_-_Solid_Waste/ESA%202006%20Solid%20Waste%20Management%20Plan%20\(1\)\(1\).pdf](https://www.cityofberkeley.info/uploadedFiles/Public_Works/Level_3_-_Solid_Waste/ESA%202006%20Solid%20Waste%20Management%20Plan%20(1)(1).pdf)

Both the City’s Zero Waste Commission and the City Auditor have both concluded that a comprehensive, written strategic plan that clearly defines roles and responsibilities and assigns sufficient resources is needed to guide the City and the Zero Waste Division towards its Zero Waste Goal. In the City of Berkeley Auditor’s Report, Underfunded Mandate: Resources, Strategic Plan, and Communication Needed to Continue Progress Toward the Year 2020 Zero Waste Goal³, the following factors were highlighted:

- The City of Berkeley is “...at risk of not meeting Council’s goal to achieve zero waste by 2020”
- The City “needs more resources to develop a comprehensive, written strategic plan that clearly defines roles and responsibilities, and that assigns sufficient resources...”
- Without such a strategic plan, the City “...cannot properly ensure the City’s compliance with State, County, and City regulations related to zero waste objectives.”
- The rate structure approved by Council in May 2014 is, according to the City Auditor, “...not enough to help fund all of the specified zero waste programs and related construction projects.”
- Increase residential composting, recycling, and source reduction.
- Increase commercial composting, recycling, and source reduction.
- Increase recycling of construction and demolition (C&D) debris.
- Expand efforts to eliminate waste at its source.
- Increase waste diversion in public buildings.

On July 24, 2017, the Zero Waste Commission (9 commissioners, one each appointed by Mayor and the 8 City Council Members) passed a motion⁴ that to attain the City’s Zero Waste Goal, the Zero Waste Commission recommends that the City move forward immediately to: 1) redefine the City’s Zero Waste Goal and 2) issue the RFP for an Integrated Zero Waste Management Strategic Plan.

The Zero Waste Commission wrote in their report that “The City has significant opportunities to improve its zero waste services and infrastructure, at reasonable cost, which would expand local economic development and job opportunities.”

ZWD staff has also utilized the City’s 2009 Climate Action Plan to guide its efforts to achieve the City’s Zero Waste goals. A February 25, 2014 report to the City Council details the targets that have been implemented or completed and continue to increase recycling diversion by implementing the City’s 2009 Climate Action Plan⁵.

As previously noted, the City is not currently compliant with SB 75 (Strom Martin, Chapter 764, Statutes of 1999). Therefore, the City by release of this RFP is soliciting individuals, firms or partnering firms or individual with a proven track record with the comprehensive knowledge and expertise to undertake, analyze, develop, recommend implementation methodologies and complete the critical process required for usable and adaptable Integrated Zero Waste Management Strategic Plan. This Plan will review, coordinate and propose guidelines and implementation procedures in order to achieve the City’s 2009 Climate Action Plan and 2005 Zero Waste goals.

³ https://www.cityofberkeley.info/uploadedFiles/Auditor/Level_3_-_General/A%20RPT_Zero%20Waste_Final.pdf

⁴ https://www.cityofberkeley.info/Clerk/City_Council/2017/10_Oct/Documents/2017-10-17_Item_38_Zero_Waste_Strategic_Plan.aspx

⁵ https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/Berkeley%20Climate%20Action%20Plan.pdf

Current Zero Waste Program Operations:

ZWD currently operates with a staff of more than 100+ employees and 50+ vehicles. ZWD funds all operational costs as a designated enterprise fund and is projected to generate revenues of approximately \$48 million in FY2023 (commencing July 1, 2022) revenues. The Division performs all refuse and organics curbside collection for residential (single family home and multi-family dwellings of 9 units or more) community members; and refuse, organics (green/food) and dual-stream recycling (fibers and mixed containers collected separately) collection for commercial customers (defined as businesses and multi-family units with nine (9) or more units in Berkeley).

The Division also directs the contracts of a number of subcontractors for the following services:

- 1) Ecology Center, Inc. (a non-profit company) with eight (8) curbside collections routes with 20+ employees that collect residential dual-stream recycling materials from single family and multi-family with up to eight (8) residential units, approximately 8,400 tons annually. They are provided an operations area on City property at 1201 Second St. with a new 10-year contract effective July 1, 2021;
- 2) Community Conservation Centers, Inc. (a non-profit company) that processes and markets recyclable materials collected from the residential and commercial sectors with 30+ employees, approximately 15,000+ tons annually. The Berkeley Recycling facility is on City owned property at 699 Gilman St. with a new 10-year contract effective July 1, 2021,
- 3) Urban Ore, Inc. (a for profit company) staffs two (2) to three (3) employees onsite at the Transfer Station to operate a salvage and diversion program for reusable goods delivered to the floor of the Transfer Station that can be reused for their originally intended purpose or repurposed while in their originally-manufactured form, approximately 1,000 tons annually,
- 4) Zanker Road Resource Management, Inc., transports to (at City's option) and sorts construction and demolition materials for additional recycling at its San Jose, CA facility, approximately 15,000+ tons annually,
- 5) Recology, Inc., transports to and sorts source separated green, food contaminated fibers and food materials to compost at its facility located in Vernalis, approximately 30,000+ tons annually, and
- 6) Waste Management, Inc. of Alameda County for refuse landfill services at its Altamont Landfill located in Livermore, approximately 70,000+ tons annually. These materials are transported by ZWD long-haul drivers.

The State permitted Transfer Station area also includes the Public Works Department's Fleet Equipment Maintenance building which services and repairs the ZWD's collection, Transfer Station's equipment, the Fire Department's and Public Works' vehicles. There are an adjacent truck wash and diesel fueling station (two underground 10,000-gallon storage tanks requiring replacement by mid-2025).

The Division operates the Transfer Station and serves a wide variety of customers, including municipal agencies, third party waste collection, landscaping, construction and demolition, roofers, etc., companies, and self-haul customers. The Transfer Station is open to the public, six days per week, receives:

- An average 420+ third-party customers per day, delivering materials that include: refuse; green/food and plant debris; food waste; residential used oil, mattress and electronic/appliance drop-off; carpet and construction and demolition materials,
- Zero Waste Division residential and commercial curbside collection,
- Berkeley Recycle Center's non-recyclable residue, and
- Permitted by the State to accept 620 tons per day.

II. SCOPE OF SERVICES

The Integrated Zero Waste Management Strategic Plan (Plan) shall include, but not limited to:

- Analysis of all existing City’s and Zero Waste Division’s programs, policies and ordinances, including, but not limited to, the following regulations, their budgeted and unbudgeted funding needs, and how these programs assist/meet the City’s 2009 Climate Action Plan and Zero Waste goals,
 - 1) AB 341, mandatory commercial recycling program,
 - 2) AB1826, mandatory recycling of businesses’ organic wastes,
 - 3) SB 1383 requires reduction of organics landfilled and diversion of reusable food⁶.
 - 4) The City’s Single Use Foodware and Litter Reduction Ordinance⁷.
- Coordinate with the City’s consultants on Solid Waste & Recycling Transfer Station Feasibility Study (completed November 2019) and CEQA process for its replacement and incorporate the infrastructure/facility redesign options and/or the potential for regional options for long term reduction, diversion, composting and disposal options,
- Utilizing the May 2021 Berkeley Customer Views of Waste Disposal Services⁸ propose a schedule of customer surveys to inform and guide the future of City’s stated Zero Waste and 2009 Climate goals,
- Identify options for improvement, expansion, and innovation required to meet the City Zero Waste Goal with zero waste programs, policies and ordinances, current and proposed,
- Provide budgetary level estimations of how current, expanded or proposed Zero Waste programs and policies, when implemented, will impact the Zero Waste Division’s budget and rate structure, and
- Create a roadmap/guideline within the Plan to achieve its Zero Waste Goal with projected timeline that identifies current and proposed program and policy change milestones.

III. SUBMISSION REQUIREMENTS

The submitted proposal shall be organized as follows:

Executive Summary:

The summary shall not exceed ten (10) pages and will include:

- Overall project approach and methods, and
- A brief summation of the proposer’s key team member(s), experience and job/task responsibilities.
- Identify relevant work products completed, including zero waste strategic plans developed for other jurisdictions.
- Identify your firm’s principal place of business

Section 1 - Scope of Services:

The following tasks shall be included in the submitted Scope of Services as described below. The submitted proposal in response to this RFP shall provide a well-developed, comprehensive and specific scope of services/work for all project tasks, methods and/or analytical procedures to perform the objectives of each task. In addition, each proposal shall include: identification of project manager, an itemized task list, a list of proposed project deliverables with timeframes, costs broken out by task

⁶ <https://www.calrecycle.ca.gov/Climate/SLCP/>

⁷ [Berkeley Single Use Foodware and Litter Reduction Ordinance - City of Berkeley, CA](https://www.cityofberkeley.info/recordsonline/api/Document/AaKfHSrH0sF3%C3%89DqrzBcz4m8znVK07T%C3%89sKZpQ7d2AwkVV2ei%C3%89qtMy1A32fqFREAsew0t%C3%89L8Xk1LzWhXIZ0mTN5eg%3D/)

⁸ <https://www.cityofberkeley.info/recordsonline/api/Document/AaKfHSrH0sF3%C3%89DqrzBcz4m8znVK07T%C3%89sKZpQ7d2AwkVV2ei%C3%89qtMy1A32fqFREAsew0t%C3%89L8Xk1LzWhXIZ0mTN5eg%3D/>

(separate appendix to proposal), a work schedule (separate appendix to proposal), a progress reporting schedule and a detail meeting schedule of both City and vendor staff.

Task 1: Review and Summarize Current Policies and Programs.

Comprehensive review and summation narrative of each of the City's and Zero Waste Division's current programs, policies and ordinances intended to attain its stated Zero Waste Goal.

Task 2: Transfer Station Waste Composition Study.

Proposer to conduct for two (2) separate sort and composition analysis, to reflect potential seasonal incoming material volume changes, on two (2) separate but consecutive five (5) or six (6) day periods to sort and determine the composition analysis of the following materials:

- Incoming refuse materials delivered by both City curbside collection and third-party vehicles,
- Incoming green/food and plant debris materials delivered by both City curbside collection and third-party vehicles,
- Incoming construction and demolition materials by both City curbside collection and third-party vehicles, and
- Miscellaneous materials currently accepted for reuse or recycling.

The data shall be utilized to recommend the revision of existing programs and/or the development and implementation of new programs for the City to reach its Zero Waste Goal. The data and analysis from this waste composition study shall be included as an appendix in the Integrated Zero Waste Management Strategic Plan.

Task 3: Review of the Zero Waste Division Operations.

Based on the operational review of the City's current system, recommend potential options to supplant or expand the Division's collection and recycling system. Such as, recommend alternative processing options based on operational review of third-party facilities, their abilities for diversion, and pricing structure.

Task 4: Solid Waste and Recycling Feasibility Study.

The City has completed Solid Waste & Recycling Transfer Station Feasibility Study to develop publicly vetted options for the integration and construction of new facilities⁹. This Study shall be incorporated in the Plan and how it would and/or may assist the City's efforts to attain its Zero Waste Goal. In addition, ZWD and its consultants are undertaking compliance with the California Environmental Quality Act for the replacement of all facilities at Second and Gilman street, the Plan would incorporate the milestones resulting from the Draft and Final Environmental Impact reports.

Task 5: Propose revised or new Zero Waste Programs, Policies and/or Ordinances.

Provide a review of all existing City's zero waste programs, policies and/or ordinances (detailed listing and brief summary of each program, policy(ies) and or ordinance(s)). If this review determines that additional staff or clarification of City's program(s), policy(ies) or ordinance(s) is required, propose programs or policies: 1) for Zero Waste Division implementation or ordinance(s) requiring City Council approval to consider and approve that will guide the City's efforts and 2) formalizes the Zero Waste

⁹ https://www.cityofberkeley.info/uploadedFiles/Clerk/Level_3_-_General/Solid%20Waste%20Recycling%20Transfer%20Station%20Update%20101018.pdf

programs, policies and ordinances with detailed guiding principles required to meet the City Climate Action Plan and Zero Waste goals.

The identification of revised or new policies that: 1) promote the City's Zero Waste Goal and its objectives, 2) allow enforcement to meet proposed goals, 3) collection schedules, such as, biweekly, 4) promote customer equity for all services provided. These noted items, that include but not limited to: the review, recommendations, refinements or updates to existing City policies or definitions contained therein, or recommend new City policies, which will have a positive impact on waste generation (reduction) and recycling, i.e. fiber, bottles cans, compost, etc. (increase).

The programs, policies and/or ordinances and proposed guiding principles shall define zero waste; highest and best use; an implementation timeframe with measurable (proposed metrics for tracking) goals; and the potential financial impact of programs, policies, and/or ordinances shall be included in the Zero Waste Strategic Plan.

Task 6: Zero Waste Programs' Outreach and Education Program Recommendations.

Review of existing Source-Reduction, Recycling and Green/Food Waste Education and educational and commercial outreach efforts. Provide recommendations for outreach and education programs to increase current source-reduction, recycling, and composting programs and divert more material from the City's residential and commercial community members' refuse.

This Task shall include costs estimates of Zero Waste Program to implement any and all recommendations proposed.

Task 7: Zero Waste Division Staffing.

Comprehensive review of 1) current Division's administrative staffing levels compared to the Division's programs and compliance and 2) identify and detail any expansion of administrative staffing needs and staffing resources required to implement Zero Waste Action Plan and to meet City goals and objectives.

Task 8: Develop Financial Analysis Showing Implementation Costs.

Develop a high-level and budgetary financial analysis that shows the costs for each individual existing and/or proposed program(s) and policy implementation recommendation(s). How each program implementation cost will affect the current rate structure for residential and commercial customers. Alternative rate structures may also be provided.

Task 9: Draft Integrated Zero Waste Management Strategic Plan.

Develop an internal review draft of the Integrated Zero Waste Management Strategic Plan that complies with State of California Public Resources Code Division 30 – Waste Management. This Task shall include two review cycles with presentations to PW/ZWD staff, Zero Waste Commission and City Attorney or other involved City departments.

This Task shall include the following detailed presentations supported by and ZWD reviewed PowerPoint presentation: at the ZWD's request up three (3) presentations of 2 hours each to City Senior Management Team: two (2) thirty-minute presentations to the Zero Waste Commission, two (2) City Council Work Session of up to three (3) hours, and one (1) City Council Consent Calendar and one (1) Action items.

Task 10: The Final Integrated Zero Waste Management Strategic Plan.

A comprehensive Report titled “City of Berkeley – Integrated Zero Waste Management Strategic Plan” of all the above noted Tasks presented in detail, steps needed for each Task to proceed as the City strives to meet Zero Waste Goal. This Task shall include two review cycles by City staff. The Final Plan shall incorporate all comments provided by City Senior Management and shall include an Executive Summary not to exceed fifteen (15) pages. The required Work Product of each Task detailed above shall include the developed recommendations to address each complete Task and for the projected schedule of implementation and/or budgetary costs. The Final Plan shall incorporate all comments provided by City Senior Management Team and City Council.

Section 3: All proposals shall include the following information and shall be concise and to the point.

a) 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.

b) Client References.

Provide a minimum 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.

c) Firm and Personnel Resumes.

All firm (company) and individual members and/or partnered firms (companies) and individuals resumes who are proposed to work or support the submitted Project Proposal and each resume shall include any and all Tasks that the firms and/or individuals will lead or support.

d) 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.

Section 4 – Cost of Proposal.

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. The Proposal shall itemize all services by all Tasks required to be submitted as detailed in the Scope of Services. The pricing shall include hourly rates and summary costs by Task 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.). This section shall be submitted in the Proposal as a separate, standalone section.

Section 5 – Proposal Time Line and Completion Date.

The section shall include the following 1) an overall time line detailing commencement date (based on contract award date), by task and projected completion date and 2) a list of proposed deliverables, 3) a more detailed costs broken out by task, 4) a progress reporting schedule, and 5) a meeting schedule.

IV. SELECTION CRITERIA

A selection panel will be convened of City staff to evaluate and rate all submitted and qualified proposals. The following review base on the following guidelines and assigned scoring:

ANALYSIS OF PROPOSALS SUBMITTED:

A selection panel will be convened of three (3) members of the existing City’s staff and, at the City’s option, a fourth member of the selection panel may be included from outside the City’s staff. The following criteria will be considered, although not exclusively, in determining which proposer(s) and/or consultant(s) are selected.

a.	Scope of Services proposed	30 points
b.	Professional Firm’s Specific Project Experience	20 points
c.	Firm’s Staff Experience	15 points
d.	References	15 points
e.	Proposed Time Line to Completion	10 points
f.	Cost	<u>10 points</u>
		TOTAL = 100 points

City Requested Optional Interview:

If deemed required and prior to completion of the selection process by the City’s Selection Panel, the City may convene a selection panel which may select up to three (3) firm(s) and/or consultant(s) for a one-on-one interview. If requested, the selected proposers’ will be requested to meet with the selection panel and provide a Power Point presentation (limited to 15 minutes) and then selection panelists’ questions on the submitted proposal and firm’s responses (up to 45 minutes).

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;** (List on invoice, Attn: Project Manager Name/Department) and reference the contract number.

City of Berkeley - Zero Waste Division
Keith Morin, Associate Management Analyst
1201 Second Street
Berkeley, CA 94710-1005
Email: kmorin@cityofberkeley.info
Phone: 510-981-6354

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 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 insured.

B. Worker's Compensation Insurance:

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

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities

specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

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

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

D. Recycled Paper

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

E. State Prevailing Wage:

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

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

F. Local Vendor Preference

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.). A **local business** is defined as “a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address.” Cost proposals from firms meeting the local business definition will have 5% deducted for the purpose of assigning points to the cost component of their proposal (for proposals up to \$250,000).

VIII. SCHEDULE (Dates are subject to change)

- | | |
|--|--------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | April 28, 2022 |
| <input type="checkbox"/> Questions Due | May 20, 2022 |
| <input type="checkbox"/> Addendum issued (response to questions) | June 9, 2022 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | June 30, 2022 |
| <input type="checkbox"/> Optional Interviews | July 27 - 28, 2022 |
| <input type="checkbox"/> Complete Selection Process | August 11, 2022 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | September 20, 2022 |
| <input type="checkbox"/> Award of Contract | September 22, 2022 |
| <input type="checkbox"/> Sign and Process Contract | October 27, 2022 |
| <input type="checkbox"/> Notice to Proceed | October 31, 2022 |

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

Attachments:

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

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form Attachment F
 - Equal Benefits Certification (EBO-1) Attachment G

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

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

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

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: _____

Contract Description/Specification No: Integrated Zero Waste Management Strategic Plan, No. 22-11477-C

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution 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: Integrated Zero Waste Management Strategic Plan, No. 22-11477-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

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

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: Integrated Zero Waste Management Strategic Plan, No. 22-11477-C

SCCO CompStmt (10/2019)

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: Integrated Zero Waste Management Strategic Plan, No. 22-11477-C

Section III

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

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

Department Name

Department Representative

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No *(If "Yes," proceed to Section 5; if "No", continue to the next question.)*

- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)

- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No

- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

CITY OF BERKELEY
Right to Audit Form

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

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

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: Integrated Zero Waste Management Strategic Plan, No. 22-11477-C

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

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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