

REQUEST FOR PROPOSALS (RFP)
Specification No. 27-11798-C
FOR
Landfilling Landfill Waste (MSW)
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for Landfilling Landfill Waste (MSW).

As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

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

Proposals must be received no later than 2:00 pm, on Thursday, October 15, 2026. Proposals are to be sent via email with the “**Specification No. 27-11798-C** and “Landfilling Landfill Waste” 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 – 27-11798-C, Landfilling Landfill Waste (MSW).**” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing: Vendor Name – 27-11798-C, Landfilling Landfill Waste (MSW).**”

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 Leticia Jauregui, Solid Waste and Recycling Manager**, via email at Ljauregui@berkeleyca.gov no later than October 8, 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 City of Berkeley operates its transfer station at 1201 2nd Street in Berkeley, California.

The City currently estimates approximately 170 tons per operating day and approximately 62,500 tons per year of material ranging from residential, commercial, and public landfill waste.

These quantities are estimates provided solely for proposal preparation and evaluation and do not constitute a minimum-volume guarantee. Actual quantities may increase or decrease due to waste reduction, recycling, organics diversion, economic conditions, operational changes, regulatory requirements, or other circumstances.

Base Proposal: Acceptance and final disposal of the City's Landfill Waste at a permitted landfill.

Required Contingency Rate: Direct-haul tipping fee at a nearby permitted transfer or receiving facility. The City requires a rate but is not guaranteeing use of the service.

Optional Alternative 1: Contractor transportation of Landfill Waste from the Berkeley Transfer Station to the proposed processing or disposal facility.

Optional Alternative 2: Processing of Landfill Waste to recover material before disposal of the remaining residual material.

Processing is not a base requirement and will not be scored.

The processing and diversion alternative is optional and is not required for a proposal to be considered responsive.

II. SCOPE OF SERVICES

1. This contract shall be for a five-year period, beginning on January 1, 2027, and ending on December 31, 2031. City and contractor shall each have the right to renew this Contract for (2) additional five-year term extension options exercisable at the City's sole discretion, subject to City Council authorization, available funding, and satisfactory Contractor performance. This right of renewal shall be exercised by providing written notice to the other party at least ninety, (90) days in advance of the expiration of this Contract, or any extended Term. Any renewal of this Contract shall be on the same terms and conditions applicable at the time of giving notice.

CONTRACTOR AGREES TO DO THE FOLLOWING:

1. Accept all landfill waste (formerly MSW) at the disposal site, transferred from the City's transfer station at a price per ton as outlined below. As used herein, landfill waste is defined as only those materials which the Contractor's facility is authorized to accept under its permit as amended, modified or reclassified; landfill waste specifically excludes sewage, liquids, and hazardous and toxic waste, and not any "Excluded Waste".

For purposes of this Contract, "Excluded Waste" is waste that: (a) is prohibited from receipt at the Facility by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; (b) is or contains Hazardous Waste as defined below; (c) Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the Disposal Site; or (d) Contractor reasonably believes would present a significant risk to human health or the environment, or otherwise create or expose Contractor or City to potential liability. For purposes of this Contract, "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the

U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

2. Direct Haul Disposal Contingency

The City may require short-term or emergency direct-haul disposal when the City's Transfer Station is unavailable, operating at reduced capacity, undergoing maintenance or construction, or when the City otherwise determines that direct haul is operationally necessary.

Upon written direction from the City, the Contractor shall provide a permitted receiving facility where City-owned or City-operated collection vehicles may deliver and tip Landfill Waste directly. The proposed facility may be the Contractor's transfer station, a commonly owned or affiliated facility, or another facility for which the Contractor has secured sufficient access and capacity.

The Proposer shall identify the name and address of each proposed receiving facility; ownership and relationship to the Proposer; permitted operating days and hours; vehicle, load, material, and operating restrictions; ability to accommodate the City's collection vehicles; maximum daily tonnage available to the City; proposed all-inclusive direct-haul tipping fee per ton; and any other charge that could apply.

The direct-haul rate shall include disposal, weighing, regulatory fees, host fees, and all other facility-related charges unless a charge is separately and clearly identified in the Price Proposal. No minimum tonnage or volume is guaranteed.

The City reserves the right, in its sole discretion, to activate or discontinue direct haul and to direct City collection vehicles to a contracted receiving facility. Inclusion of a direct-haul rate in the Agreement does not guarantee that the City will use the service.

3. Optional Contractor Transportation Service

As an optional alternative, the Proposer may provide pricing to pick up Landfill Waste from the City of Berkeley Transfer Station, located at 1201 Second Street, Berkeley, California, and transport the material to the proposed processing or disposal facility.

The Proposer shall describe the type, number, and capacity of vehicles and trailers; responsibility for loading; minimum and maximum loads; estimated loads based on approximately 240 tons per operating day; proposed operating schedule and response time; backup equipment and contingency arrangements; transportation route and destination; and all assumptions, exclusions, minimum charges, fuel adjustments, and additional fees.

The City may elect to use this optional service temporarily, during an emergency, during construction or maintenance, or for another operational reason. The City does not guarantee any minimum number of loads, tons, service days, or transportation volume.

The Contractor shall obtain the City's prior written approval before replacing or materially changing a transporter, processing facility, landfill, alternate facility, or material subcontractor identified in the Proposal. Approval of a subcontractor or affiliated facility shall not relieve the Contractor of responsibility for full performance of the Agreement.

4. Alternate Disposal Facilities; Continuity of Service; Allocation of Additional Costs

A. Contractor's Obligation to Maintain Continuity of Disposal

When use of an alternate facility is caused by the Contractor's failure to perform or another circumstance for which the Contractor is responsible, the Contractor shall reimburse or credit the City for reasonable and documented incremental City transportation, labor, overtime, fuel, and vehicle operating costs resulting from the additional travel distance.

Contractor shall maintain continuous capacity to receive, process, transfer, transport, and dispose of all material required to be managed under this Agreement.

Contractor shall identify in its Proposal a Primary Disposal Facility and at least one Alternate Disposal Facility capable of receiving the City's material in quantities sufficient to maintain uninterrupted service.

Contractor shall maintain all agreements, permits, approvals, capacity arrangements, and other rights reasonably necessary to utilize the identified Alternate Disposal Facility.

The City's approval of a Disposal Facility or Alternate Disposal Facility shall not relieve Contractor of any obligation under this Agreement to provide uninterrupted service.

B. Unavailability of Primary Disposal Facility

If the Primary Disposal Facility becomes unavailable, whether temporarily or permanently, Contractor shall immediately arrange for disposal at an Alternate Disposal Facility.

Contractor shall not cease accepting, transporting, processing, or disposing of City material because the Primary Disposal Facility is unavailable.

Contractor shall provide the City with prompt written notice of unavailability and shall identify the proposed Alternate Disposal Facility, the anticipated duration of use, transportation requirements, applicable disposal fees, and any other material change in operating conditions.

C. Contractor-Responsible Unavailability

If the unavailability of the Primary Disposal Facility results from any circumstance within Contractor's control or that reasonably could have been avoided through the exercise of due care, Contractor shall provide disposal at an Alternate Disposal Facility at no additional cost to the City.

For purposes of this Section, Contractor-responsible circumstances include, without limitation:

1. failure to maintain required permits or approvals;
2. failure to maintain sufficient disposal capacity;
3. equipment or facility failure;
4. inadequate staffing or operational resources;
5. Contractor's labor dispute or work stoppage;
6. failure of a subcontractor, affiliate, or disposal facility operator engaged by Contractor;
7. failure to perform required maintenance;
8. failure to comply with applicable law or permit requirements;
9. rejection of City material resulting from Contractor's failure to comply with facility acceptance requirements;
10. failure to maintain the Alternate Disposal Facility arrangements required by this Agreement; and
11. any other condition attributable to Contractor's acts or omissions.

In such circumstances, Contractor shall bear all additional transportation costs, disposal or tipping fee differences, transfer costs, processing costs, mobilization costs, and other incremental costs associated with use of the Alternate Disposal Facility.

D. Extraordinary Events Outside Contractor's Control

If the Primary Disposal Facility becomes unavailable because of an extraordinary event outside Contractor's reasonable control and not caused by Contractor's negligence, failure to perform, or failure to maintain adequate contingency arrangements, Contractor shall nevertheless remain responsible for locating and securing an appropriate Alternate Disposal Facility and maintaining continuity of service.

Contractor shall use commercially reasonable efforts to minimize any incremental costs resulting from use of the Alternate Disposal Facility.

The occurrence of an extraordinary event shall not, by itself, authorize Contractor to impose a surcharge or increase the Disposal Rate.

Any request for reimbursement of extraordinary incremental costs shall be subject to the provisions of subsection F below.

E. City's Transfer Station Unavailability

If the City of Berkeley Transfer Station becomes temporarily unavailable because of an emergency, fire, earthquake, flood, structural condition, utility failure, regulatory order, safety condition, planned maintenance, construction, or other circumstance, Contractor shall cooperate with the City to maintain uninterrupted service through an Alternate Transfer Facility, Processing Facility, Disposal Facility, or other lawful receiving facility.

If the Transfer Station is unavailable for a period during which material cannot reasonably be stored at the Transfer Station, Contractor will provide or arrange for an alternative receiving location capable of accepting the City's material.

Contractor shall not impose an emergency surcharge solely because the City's Transfer Station is temporarily unavailable.

The Proposer shall identify in its Proposal the facilities and arrangements it proposes to use for this contingency and shall identify all costs that it has included in its proposed rates for such contingency service.

F. Extraordinary Incremental Costs

If an event qualifying under subsection D or E requires the use of a facility that was not reasonably available to Contractor at the time of Proposal submission and results in extraordinary incremental costs that could not reasonably have been anticipated and included in the Proposal, Contractor may submit a written request for reimbursement of such costs.

Any reimbursement shall:

1. require the City's prior written approval to the maximum extent practicable;
2. be limited to actual, documented, reasonable, and unavoidable incremental costs;
3. be limited to costs directly attributable to the extraordinary event;
4. exclude Contractor's profit, markup, overhead, administrative fees, or other indirect costs unless expressly approved by the City;
5. be reduced by any insurance recovery, third-party reimbursement, credit, refund, or other compensation received by Contractor; and
6. be subject to the City's audit and verification rights.

Contractor shall continue providing services while any request for additional compensation is under review.

Contractor shall have no entitlement to additional compensation merely because an Alternate Disposal Facility charges a higher public gate rate than the Primary Disposal Facility.

G. Contractor's Risk of Disposal Market Conditions

Changes in landfill waste tipping fees, changes in disposal market conditions, changes in availability of disposal capacity, increased transportation distances resulting from Contractor's selection of a facility, facility-specific surcharges, or other ordinary changes in Contractor's cost of performing the services shall be deemed included in Contractor's proposed rates unless expressly identified as an adjustable cost under this Agreement.

Contractor shall not use the temporary unavailability of a Primary Disposal Facility as a basis for increasing the City's Disposal Rate.

H. City-Directed Alternate Facility and Transportation

If the City directs Contractor to use a specific Alternate Disposal Facility that was not identified in Contractor's Proposal and that direction is not required because of Contractor's failure to perform, the parties may negotiate an adjustment for documented incremental costs directly resulting from the City's direction.

No adjustment shall be effective unless approved in writing by the City in accordance with the Agreement's amendment and rate-adjustment provisions.

I. No Double Recovery

Contractor shall not recover the same incremental cost more than once.

Any amount received by Contractor from insurance, a disposal facility, a governmental agency, a third party, or another source that compensates Contractor for costs for which Contractor has received or seeks reimbursement from the City shall be disclosed to the City and credited against any amount otherwise payable by the City.

I. Alternate Facility Approval

All Alternate Disposal Facilities shall:

1. possess all permits and approvals required by applicable law;
2. be legally authorized to receive the applicable material;
3. satisfy the material acceptance requirements applicable to the City's waste;
4. have sufficient capacity to receive the anticipated volume;
5. satisfy all applicable environmental and public health requirements; and
6. be approved by the City, except that Contractor may use an immediately available lawful facility without prior approval when immediate action is reasonably necessary to protect public health or safety, provided that Contractor notifies the City as soon as practicable.

K. Disposal Facility Contingency Plan

Each Proposer shall submit a Disposal Facility Contingency Plan identifying:

- Primary Disposal Facility;
- Alternate Disposal Facility;
- additional backup facility or facilities;
- permitted capacity;
- estimated available capacity;
- facility hours;
- applicable permits;
- anticipated transportation routes;
- contractual arrangements securing access;
- tipping fees;
- transportation costs;
- circumstances triggering use of each facility;
- anticipated time required to activate each facility; and
- the incremental costs, if any, that are included in the proposed Disposal Rate for each contingency.

For each primary, direct-haul, alternate, processing, or disposal facility proposed, the Proposer shall provide permitted daily and annual capacity; current average daily tonnage; capacity available and committed to the City;

remaining permitted facility life; evidence of guaranteed access if the Proposer does not own the facility; applicable agreements with affiliated or third-party facilities; procedures for peak-volume days; and backup capacity during planned and unplanned outages.

Each Proposer shall disclose, for the preceding five years, all material notices of violation, enforcement actions, administrative orders, permit suspensions or restrictions, environmental claims or litigation, regulatory investigations, and corrective actions that remain outstanding for the Proposer and each proposed facility. The Proposer shall describe the status and resolution of each disclosed matter.

The City may evaluate the adequacy of the Proposer's contingency arrangements as part of the Proposal evaluation.

L. Failure to Provide Alternate Capacity

Failure by Contractor to provide an Alternate Disposal Facility when required under this Agreement shall constitute a failure to perform the contracted services and shall be subject to the City's contractual remedies, including any applicable service credits, liquidated damages, or other remedies.

Contractor's inability to secure an Alternate Disposal Facility shall not, by itself, relieve Contractor of its obligation to make reasonable efforts to continue service.

M. Emergency Cost Transparency

Before invoicing the City for any costs associated with an Alternate Disposal Facility that are not included in the contracted Disposal Rate, Contractor shall provide:

1. the name and location of the Alternate Disposal Facility;
2. the reason the Primary Disposal Facility is unavailable;
3. the dates and tons affected;
4. the contracted rate applicable to the material;
5. the Alternate Facility tipping fee;
6. actual incremental transportation costs;
7. all other requested incremental costs;
8. documentation supporting each cost;
9. credits, rebates, insurance recoveries, or other offsets; and
10. a calculation demonstrating the amount requested from the City.

The City shall have no obligation to pay an additional amount that has not been approved in accordance with this Section.

Keep disposal site open to receive such solid waste between the hours of 4 AM and 5 PM Monday – Saturday, except Thanksgiving, Christmas and New Year's Days.

Open the disposal site on an emergency basis for additional hours or days as agreed upon in advance after having received written notice, including email, from the City.

Maintain the disposal site in accordance with its operating permit and all applicable local, county, and state regulations.

Maintain all-weather roads and dumping pads at the disposal site for use by the City's transfer trucks and trailers at a level satisfactory to the City, including paved surfaces within 100 feet are required within the landfill footprint. Road surfaces from the landfill footprint to Tipper and Dump area will be improved surfacing, such as compacted rock for vehicles to travel easily. All driving surfaces and disposal areas require satisfaction of the City.

Provide the City, as needed, with any available minor diagnostic maintenance for the City's equipment in case of mechanical breakdown of the City's vehicles.

Maintain and operate during all operating hours at least two tippers adequate to accommodate the City's transfer trailers. In case a tipper breaks down, Contractor shall have up to 4 hours to make it operable and extend hours of availability to compensate for lost tipping hours.

Provide safe and adequate lighting during dark hours for the City's trucks at the dumping area at the disposal site. This includes road lighting and lighting in the Tipper and Working Face area that meets the satisfaction of the City.

At least 90 percent of City vehicles shall enter, unload, and exit within 45 minutes, measured from arrival at the facility entrance to departure. No City vehicle shall remain at the facility for longer than 60 minutes, except when delay is caused by a City vehicle breakdown, a safety emergency, or another documented condition outside the Contractor's control. The Contractor shall provide monthly turnaround-time reporting in a format approved by the City.

In the event of an emergency or contractor scales are unavailable for any reason, Contractor will provide a bypass lane for City trucks entering and exiting the facility without using facility scale. In the event this occurs, All load weighing will be performed at the City's Transfer Station. Weigh data will be transferred daily to Contractor. Contractor may request inspections of City weighing facility at any time during normal business hours.

In the event that roads to the facility are closed due to accidents or disasters, Contractor is required to have available, at the same price per ton, other disposal facilities within a 100-mile radius of the City Transfer Station. These disposal facilities will accept the City's Landfill Waste tons under the terms of the Agreement.

Contractor will have available, at all times, a Tire/Under Truck wash system. This system will be automated, drive through high pressure water cleaning for tires and undercarriage of the City trucks and trailers.

During the term of the Contract, if other Alameda County customers are offered lower disposal pricing, vendor will extend lower disposal pricing to the City of Berkeley as well.

5. This contract shall be for a five-year period, beginning on January 1, 2027, and ending on December 31, 2031. City and contractor shall each have the right to renew this Contract for (2) additional five-year term extension options exercisable at the City's sole discretion, subject to City Council authorization, available funding, and satisfactory Contractor performance. This right of renewal shall be exercised by providing written notice to the other party at least ninety, (90) days in advance of the expiration of this Contract, or any extended Term. Any renewal of this Contract shall be on the same terms and conditions applicable at the time of giving notice.

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 (3) client references. Each Proposer shall provide three comparable public-agency references; its technical approach; facility and available-capacity information; proposed direct-haul plan; Disposal Facility Contingency Plan; applicable permits; optional transportation plan, if submitted; optional processing methodology, if submitted; environmental and regulatory compliance history; evidence of financial capacity; litigation and contract-termination disclosures; a completed Price Proposal; and all requested exceptions to the City's terms.

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

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate document. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.).

The Price Proposal shall be submitted as a separate document. Every Proposer shall complete all required base and contingency pricing fields. Optional services shall be clearly identified. Rates shall be all-inclusive except for charges expressly itemized in the pricing form. Any charge not disclosed in the Price Proposal shall be deemed included in the proposed rate and shall not be separately payable.

Pricing:

<i>Required service</i>	<i>Facility or basis</i>	<i>Unit</i>	<i>Proposed rate</i>	<i>Included fees and assumptions</i>
Base Landfill Disposal Service	Primary disposal facility _____	\$/ton	\$ _____ —	_____ _____
Direct haul primary receiving facility	Facility _____	\$/ton	\$ _____ —	_____ _____
Direct haul alternate receiving facility	Facility _____	\$/ton	\$ _____ —	_____ _____
Emergency or after-hours opening	Minimum call-out _____ hours	\$/hour	\$ _____ —	_____ _____

Pricing Form B Optional Alternative Rates

Optional service	Facility or payload assumption	Unit	Proposed rate	Other charges and assumptions
Contractor transportation from City Transfer Station	Destination _____; payload _____ tons/load	\$/load	\$ _____	_____ _____
Contractor transportation equivalent estimated rate	Based on stated payload	\$/ton	\$ _____	_____ _____
Landfill Waste processing and residual disposal	Processing facility _____	\$/ton	\$ _____	_____ _____

Blank optional fields should not make a proposal nonresponsive.

The Proposer shall identify all disposal, transportation, host, regulatory, environmental, franchise, fuel, minimum-load, after-hours, and other charges included in or added to each rate.

For optional transportation, the Proposer shall state the assumed payload per load and provide both a per-load rate and the equivalent estimated per-ton rate.

The Proposer shall identify its proposed annual rate-adjustment methodology and every requested exception to the City's rate provisions.

The Proposer shall acknowledge that estimated quantities are provided for evaluation only and do not constitute a minimum-volume guarantee.

Processing is not a base requirement and will not be scored.

The processing and diversion alternative is optional and is not required for a proposal to be considered responsive. Submission of an optional alternative does not obligate the City to select, award, or use the proposed service. If the City elects to pursue an optional processing and diversion proposal, the City and selected Proposer will negotiate the applicable performance standards, reporting requirements, verification procedures, pricing, and remedies as part of the final contract. These provisions may include the recovery-rate methodology; a minimum guaranteed recovery rate; allocation of recovery to City-delivered Landfill Waste; treatment of contamination, residuals, rejected loads, and ultimately landfilled material; whether alternative daily cover, combustion, transformation, beneficial use, or other methods may be counted; exclusion of moisture loss; downstream documentation; reporting and record retention; City audit, inspection, sampling, and independent verification rights; corrective-action requirements; and rate credits, payment adjustments, or other remedies.

1. Landfill Waste Processing and Diversion. The Contractor shall provide for the processing of Landfill Waste delivered under this Agreement in a manner that maximizes recovery of recyclable, reusable, organic, and other recoverable materials prior to final disposal. The City does not prescribe a particular processing technology and will consider proposals utilizing material recovery facilities, mixed-waste processing, post-sort systems, organics recovery systems, mechanical or optical sorting, manual recovery, or combinations thereof.
2. Post-Collection Recovery. The Contractor may recover materials from landfill waste after collection and prior to final disposal. Recoverable materials may include, without limitation, organic materials, food material, green waste, compostable material, recyclable paper, cardboard, metals, glass, plastics, wood, reusable materials, and other materials that can be beneficially reused, recycled, composted, digested, or otherwise diverted from landfill disposal.
3. High-Diversion Processing Facility. A proposer need not be formally designated or certified by CalRecycle as a "High Diversion Organic Waste Processing Facility" in order to satisfy this requirement, provided that the proposer demonstrates that its proposed processing system is capable of recovering materials from the landfill waste stream prior to final disposal and can substantiate the quantity and disposition of materials recovered.
4. Performance Standard. The Contractor shall maximize recovery and minimize the quantity of landfill waste requiring landfill disposal. Proposers shall identify the anticipated recovery rate from the City's landfill waste stream, expressed as a percentage of total tons received, and shall identify the methodology used to calculate that recovery rate.
5. Recovery Documentation. The Contractor shall maintain records sufficient to demonstrate the quantity of material received, processed, recovered, transferred for further processing, beneficially used, recycled, composted, anaerobically digested, or otherwise diverted from landfill disposal. The Contractor shall

distinguish between material recovered directly at the Contractor's facility and material subsequently recovered by downstream facilities.

6. Landfill Residuals. Only material remaining after reasonable and commercially practicable recovery of recyclable, reusable, organic, and other recoverable materials may be transported to a landfill for final disposal, subject to the exclusions and limitations established by applicable law.
7. No Technology Preference. The City intends to produce outcomes rather than a particular processing technology. The City's evaluation will consider the demonstrated ability of the proposed system to recover materials from the landfill waste stream, the quantity and quality of recovered materials, the reliability of the processing system, environmental benefits, regulatory compliance, transparency of reporting, and total cost to the City.

Items 1 through 7 - Processing is not a base requirement and will not be scored.

The processing and diversion alternative is optional and is not required for a proposal to be considered responsive.

No optional processing and diversion service shall commence, and no related rate shall become effective, unless the final scope, performance standards, reporting methodology, pricing, and remedies are mutually agreed upon in writing and incorporated into a City-approved contract or contract amendment.

4. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident.

Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

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

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

Proposers shall provide the Disposal Facility Contingency Plan, facility permits, evidence of available capacity, regulatory compliance history, completed pricing forms, required disclosures, and any Optional Alternative Proposal.

Upon expiration or termination, the Contractor shall provide reasonable transition assistance for a period established by the City, including continued service at the then-current contracted rates, cooperation with the City and any successor contractor, transfer of required records and reporting data, reconciliation of outstanding tonnage and invoices, and other reasonable measures necessary to avoid interruption of disposal service.

IV. SELECTION CRITERIA

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

The City will first determine whether each proposal satisfies the minimum responsiveness requirements. All responsive Base Landfill Disposal Service proposals will be evaluated on a comparable basis using the scoring form below.

Optional transportation and optional Landfill Waste processing proposals will not be assigned evaluation points and will not affect a Proposer's responsiveness or Base Proposal score. The City may review and consider an optional alternative separately, request clarification, negotiate its terms, accept or reject it, or make an award for the Base Landfill Disposal Service without selecting an optional alternative.

Submission of an optional alternative does not obligate the City to select, award, or use that service.

Scoring Form Required Base Proposal

Evaluation criterion	Maximum points
Total evaluated cost and rate transparency	35
Facility capacity, access, and operational reliability	25
Direct-haul and continuity-of-service plan	15
Technical approach and compliance with the base scope	10

Evaluation criterion	Maximum points
Experience, qualifications, and comparable references	10
Environmental and regulatory compliance history	5
TOTAL	100

** Effective 1/1/2022. Local Vendor Preference. For the purpose of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.*

A selection panel will be convened of staff to evaluate and score submittals.

V. PAYMENT

Invoices 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: Keith Morin Kmorin@berkeleyca.gov** ; (List on invoice, Attn: Keith Morin, Senior Management Analyst, Public Works Department and reference the contract number.

City of Berkeley
Zero Waste Division
Attn: Keith Morin, Senior Management Analyst
1201 Second Street
Berkeley, CA 94704
Email: Kmorin@berkeleyca.gov
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.

Beginning on the first anniversary of the service commencement date, and annually thereafter, the Disposal Rate may be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers, All Items, San Francisco-Oakland-Hayward, California, not seasonally adjusted, published by the U.S. Bureau of Labor Statistics. The adjustment shall compare the most recently published index available 60 days before the adjustment date with the corresponding index from the prior year. Any annual increase shall not exceed 3 percent. The rate shall not increase if the calculated CPI change is zero or negative.

Government Imposed Fees

A request to adjust a rate for a new or changed government-imposed fee shall include advance written notice, the legal authority imposing the fee, and documentation establishing the actual per-ton impact. No markup, overhead, administrative fee, or profit shall be applied. The rate shall be reduced if the governmental charge decreases or expires. The Contractor shall not recover a cost under this provision to the extent it is already included in CPI or another rate component. No adjustment shall take effect without the City's prior written approval.

VI. CITY REQUIREMENTS

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

A. Non-Discrimination Requirements:

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

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

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

C. Oppressive States:

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

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

D. Sanctuary City Contracting Ordinance:

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

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

E. Conflict of Interest:

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

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

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

F. Berkeley Living Wage Ordinance:

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

G. Berkeley Equal Benefits Ordinance:

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

H. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

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

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

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

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

B. Worker's Compensation Insurance:

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

C. Business License

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

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

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

D. Recycled Paper

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

E. State Prevailing Wage:

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

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

F. Local Vendor Preference

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as "a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address."

VIII. SCHEDULE (Dates are subject to change)

☐ Issue RFP to Potential Bidders:	09/29/2026
☐ Questions Due	10/8/2026
☐ Proposals Due from Potential Bidders	10/15/2026
☐ Complete Selection Process	10/22/2026
☐ Council Approval of Contract (over \$50k)	12/01/2026
☐ Award of Contract	12/2/2026
☐ Sign and Process Contract	12/15/2026
☐ Notice to Proceed	12/16/2026

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: _____

Contract Description/Specification No: **Project Name/XX-XXXXX**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

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

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang; and Burma (Myanmar)**

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Project Name/XX-XXXXX**

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 purpose 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: _____

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: **Project Name/XX-XXXXX**

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).

Contract Description/Specification No: **Project Name/XX-XXXXX**

Attachment G (page 1)

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this _____ day of _____, in the year _____, at _____, _____
(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