



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 23-11588-C
FOR
TREE REMOVAL AND PRUNING SERVICES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals **for tree removal and pruning services**. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, December 19, 2023**. Proposals are to be sent via email with the “**Specification No. 23-11588-C and Tree Removal and Pruning Services**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, “**Proposal Vendor Name - 23-11588-C Tree Removal and Pruning Services**.” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing Vendor Name - 23-11588-C Tree Removal and Pruning**”

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
purchasing@berkeleyca.gov

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

Optional Pre-Bid Meeting has been scheduled for Tuesday, November 28, 2023 11:00 a.m.
1326 Allston Way, Willow Room, Berkeley, CA 94702

The meeting will be followed by a site visit to show examples of tree pruning specifications. Contractors are not required to attend this meeting to submit a proposal. The project manager will be present to accept questions from potential contractors. These questions will be combined with emailed questions. Answers will be posted on the City of Berkeley’s website. *Please contact **Thomas Dodge, Senior Forestry Supervisor**, via email at tdodge@berkeleyca.gov no later than **December 8, 2023**. 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,

Darryl Sweet
General Services Manager

I. SUMMARY

The City of Berkeley (the “City”) Parks Recreation & Waterfront (PRW) Department has a need for pruning and removal of public trees, and grinding of stumps. The work will consist of street, median, park, and pathway trees, and trees on city owned property. The parks and paths trees may be in relatively remote locations that can be difficult to access.

Services are required on an as-needed basis, as determined by the Urban Forestry Unit. There is no guarantee of quantity of trees to be removed or pruned. The number of trees removed over the past three (3) years by a contractor is approximately 150 trees per year.

In addition to tree removal services, tree pruning services may be requested. The tree pruning may include the pruning of Mexican fan palms (*Washingtonia robusta*) over 70 feet in height, London plane (*Platanus x hispanica*) in specific areas (lump sum pricing); and pruning of street, median, park, and pathway trees, and trees on city owned property. See the Exhibit B, Price Proposal (Section 5.) for lump sum pricing tree pruning locations.

**Optional Pre-Bid Meeting has been scheduled for Tuesday, November 28, 2023 11:00 a.m.
1326 Allston Way, Willow Room, Berkeley, CA 94702**

The meeting will be followed by a site visit to show examples of tree pruning specifications. Contractors are not required to attend this meeting to submit a proposal. The project manager will be present to accept questions from potential contractors. These questions will be combined with emailed questions. Answers will be posted on the City of Berkeley’s website.

II. SCOPE OF SERVICES

1. General Standards

- a. The contract is anticipated to begin on February 1, 2024 and continue through January 31, 2027, with an option to extend the contract for two additional years.
- b. Work performed must meet all requirements contained in the most recent edition of the American National Standards Institute (ANSI) Z133 Safety Standard.
- c. Contractor must abide by the City of Berkeley Noise Ordinance (13.40). The Ordinance can be found on the City of Berkeley website at <http://codepublishing.com/ca/berkeley/>
- d. The contractor must abide by the City of Berkeley’s Pest Management Policy (Resolution No. 54,319-N.S. adopted June 2, 1988).
- e. The contractor shall be responsible for purchasing and posting approved tree removal/pruning signs for “No Parking” a minimum of 72 hours prior to the start of any tree work operation.
- f. The contractor shall be responsible for any required permits and all traffic control devices needed to complete the work. The Contractor shall provide traffic control within all work zones throughout the contract, as needed for the various traffic situations, in full conformance with the BNi (Building News) California Manual of Temporary Traffic Controls.
- g. Each work site shall be cleaned and cleared of all logs, branches, limbs, twigs, and debris at the end of each day, except with prior approval by the Project Manager. The clean-up operation shall include removal of all debris including sawdust to be cleaned-up with a street broom or battery-powered blower. The use of gas-powered blowers is not permitted in the City of Berkeley (13.40.070).
- h. The contractor shall, at their own expense, dispose of all logs, branches, wood chips and other debris resulting from the tree removal and pruning operations. The City encourages the recycling of wood waste from the

removed and pruned trees. This includes milling and using the lumber for woodworking or construction and using woodchips for mulch or compost.

Note: All wood from American or European Elm and Monterey Pine must be completely removed from the City of Berkeley.

- i. Contractor shall be responsible for all damage to public and/or private property resulting from any tree or stump removal or pruning operation. Such damage could be either above or below ground. If such damage occurs, Contractor shall repair or restore damaged property to its condition prior to the damage having occurred. This includes, but is not limited to: electric, phone, or cable wires; damage to structures, walkways, driveways, steps, sidewalks, curbs or streets; and any underground utility, drainage or irrigation system.
- j. All pruning shall adhere to the practices published in the most recent editions of the American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning) (ANSI) A300 (Part 1) and the companion publication Best Management Practices, Tree Pruning.

2. Tree Removals

- a. All tree removals shall include having the stump removed unless otherwise directed by the Project Manager. Stumps to remain shall be cut as close to the ground as practical. Stump removal standards are listed below (Section 3.).
- b. The City periodically issues a Tree Removal List usually containing between 30 and 60 tree locations. Contractor must begin tree removals within thirty (30) calendar days from the issue date of the list and complete all tree removals within ninety (90) calendar days from the issue date of the list.
- c. If the work has not been completed within the required ninety (90) day time period, the City shall deduct a retention fee of ten (10) percent from the amount of the invoice.
- d. Contractor shall submit a separate invoice for each Tree Removal List, after all of the listed jobs have been completed. This includes the completion of the stump removal.

3. Stump Removal

- a. Contractor shall be responsible for marking all stump removal locations with water-based marking paint in accordance with the guidelines of USA North's California Excavation Handbook. Contractor shall contact Underground Service Alert and wait the required time prior to any excavation. All excavation, including stump removal, shall be done with care to protect all utilities. In the event a utility is contacted, scraped, dented, nicked, or in any other way damaged, the Contractor shall contact the City and utility owner. Contractor shall comply with all California laws and regulations regarding excavations.
- b. Every stump, unless otherwise directed by the Project Manager, shall be completely ground to a minimum depth of fifteen (15) inches below grade. All above ground roots and portions of the trunk buttress or root flare contiguous with the stump shall be ground to a depth of fifteen (15) inches below grade. Each stump removal site shall be filled with the stump grindings/soil mixture to a maximum height of six (6) inches above the surrounding grade. The grinding mixture shall be compacted by hand to eliminate voids. All excess grindings shall be hauled offsite by the contractor.

4. Tree Pruning

Tree Pruning Specifications that Apply to all Trees:

- a. Remove all dead, dying, and diseased branches one (1) inch in diameter or greater, and any cracked or broken branches.
- b. Remove any branches that have been hit and/or wounded by vehicles.
- c. Clear service wires from the pole to the structures. Prune to eliminate tension on the service wires caused by branches (for additional information regarding service wires, see Minimum clearance distances below).

- d. Lighten and shorten heavy and/or over-extended branches.
- e. Clear streetlights so they remain unobstructed and the light will illuminate the street below.
- f. Clear traffic signals and regulatory traffic signs to allow unobstructed visibility from approaching vehicles.
- g. Remove all water sprouts on the main trunk.
- h. Vines shall be completely removed from the tree trunk and crown.
- i. Minimum clearance distances:
 - Fourteen (14) feet over the street surface and ten (10) feet over the sidewalk and private property on low traffic residential streets
 - Twenty (20) feet over the street surface, sidewalk, and private property on main arterial streets and in commercial districts
 - One (1) foot from service wires, measured radially from wires
 - Ten (10) feet from buildings

These are the standard distance requirements, but may not be feasible or attainable for every tree based on the size, structure, or placement of the tree. Remove entire branch where possible, without removing primary scaffolding branches.

Additional Specifications for Trees Under High Voltage (primary) Electrical Lines

These are trees that were previously topped and rounded over, and are now being V-trimmed by the utility (PG&E) tree contractor.

- a. Reduce the upright and lateral branches that were not pruned during the utility pruning.
- b. These branches shall be pruned to lateral growth near the original reduction cuts.
- c. If no lateral growth is present near the original reduction cuts, heading cuts will be acceptable.
- d. The new pruning cuts will usually be near, or below, the level of the low voltage (secondary) electrical lines.

5. Mexican Fan Palm Pruning

- a. Remove all dead and mostly-chlorotic fronds and the flower stalks, fruit, stems and loose petioles. Fronds shall be severed close to the petiole base. Shape freshly-cut petiole bases into a tight ball.

Contractor shall complete all services listed for an amount not to exceed \$1,500,000 for a three (3) year contract with an option to renew for an additional two years, contingent upon Contractor's full compliance with all requirements of the RFP. After three (3) years, the Contractor may adjust the Rate Schedule annually by the increase in the Consumer Price Index (CPI) for the San Francisco, Oakland, San Jose Metropolitan Area that is published annually in April. Contractor shall provide the City with written notification of the amount and date of any such increases, along with an updated Rate Schedule, which will take effect on the date of the annual renewal.

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 and Experience:

Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction. Provide details of large, long-term contracts held with public agencies. Include information that describes the type and quantity of work performed and the duration of the contract.

3. Price Proposal:

1. **Tree Removal** – Price to remove any tree, including the stump, in the following diameter size categories:

- 10” and under \$ _____
- 11” through 20” \$ _____
- 21” through 30” \$ _____
- 31” through 40” \$ _____

2. **Tree Removal** – Price to remove any tree, including the stump, based on the cost per diameter inch in the following diameter size categories:

- 41” through 50” \$ _____
- 51” through 60” \$ _____
- 61” through 70” \$ _____
- 71” through 80” \$ _____
- 81” and over \$ _____

Note: Tree diameter is measured at 4.5 feet (54 in.) above grade, which is the diameter at standard height (DSH). When the DSH cannot be measured, all measurements shall adhere to the Field Adjustments to Measuring Diameter as outlined in the *Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 10th Edition*. This includes, but is not limited to: If the main branch union prevents measuring the DSH of a single stem tree, measure the diameter at the narrowest point below the branch union. If a wound, gall, or other deformity prevents measuring the DSH, measure the diameter immediately above the irregularity at the point it ceases to affect the stem. Trees growing on slopes will be measured at 4.5 feet from the uphill side. Leaning trees will be measured at a right angle to the trunk on the compression side (underside) of the tree. If low branches prevent measuring the DSH, measure the diameter immediately above the attached branch. The diameter of a multi-stem tree will be the combined total of the DSH of each stem measured.

3. **Stump Removal** – Price to remove any stump, measured immediately above the trunk flare, in the following diameter size categories:

- 10” and under \$ _____
- 11” through 20” \$ _____
- 21” through 30” \$ _____
- 31” through 40” \$ _____
- 41” through 50” \$ _____
- 51” through 60” \$ _____
- 61” through 70” \$ _____
- 71” through 80” \$ _____
- 81” and over \$ _____

4. **Tree Pruning** – Price to prune any tree in the following diameter size categories according to the Scope of Services (Section 4.), including the Additional Specifications for Trees under High Voltage Electrical Lines.

- 12” and under \$ _____
- 13” through 24” \$ _____
- 25” through 36” \$ _____
- 37” through 48” \$ _____
- 49” and over \$ _____

5. **London Plane Tree Pruning** – Lump sum price to prune trees in the following areas. Please include an estimate of how long each of these will take to complete.

Total price to prune All London plane trees on:

- Marin Avenue between Tulare Avenue and The Fountain at the Circle \$ _____
- Marin Avenue between The Fountain at the Circle and Keeler Avenue. \$ _____
- San Pablo Avenue from University Ave north to the Berkeley city limit. \$ _____
- San Pablo Ave from University Ave south to the Berkeley city limit. \$ _____
- Alcatraz Ave between the Berkeley city limit at 1268/1269 Alcatraz Ave \$ _____ and Adeline Street.

NOTE: No traffic lane closures shall be permitted at these locations Monday through Friday between 7:00 a.m. and 9:00 a.m. or between 4:00 p.m. and 6:00 p.m., or on Saturdays between 10:00 a.m. and 2:00 p.m.

6. **Mexican Fan Palm Pruning:** Price to remove all dead and mostly-chlorotic fronds and the flower stalks, fruit, stems and loose petioles. Most trees are between 70 and 120 feet tall, but some may be taller.

- Price per palm tree \$ _____

7. **Non-Scheduled, Urgent Crew Rental** – Price for immediate response to calls on a 24-hour basis. Crew shall be on-site within two hours of notification from City to clear and haul fallen, broken, or damaged trees until the tree and location is safe. Price shall include all personnel and necessary equipment, including cranes or other heavy equipment as needed. This work may include working during inclement weather.

- Price per employee hour \$ _____

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

4. Contract Terminations:

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

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

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

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

IV. SELECTION CRITERIA

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

- | | |
|-------------------------------------|-----|
| 1. References and Experience | 40% |
| 2. Staffing and Equipment | 30% |
| 3. Costs* | 20% |
| 4. Employee Industry Certifications | 10% |

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

A selection panel will be convened of three (3) staff to evaluate and score submittals.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc’ Thomas Dodge, tdodge@berkeleyca.gov;** (List on invoice, Attn: Thomas Dodge/PRW) and reference the contract number.

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

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

VI. CITY REQUIREMENTS

(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.

B. Worker's Compensation Insurance:

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

C. Business License:

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

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

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

D. Recycled Paper:

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

E. State Prevailing Wage:

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

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

F. Local Vendor Preference:

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

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

VIII. SCHEDULE (Dates are subject to change)

- | | |
|--|-------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | November 20, 2023 |
| <input type="checkbox"/> Optional Pre-bid Meeting | November 28, 2023 |
| <input type="checkbox"/> Questions Due | December 8, 2023 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | December 19, 2023 |
| <input type="checkbox"/> Complete Selection Process | January 4, 2024 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | January 30, 2024 |
| <input type="checkbox"/> Award of Contract | January 31, 2024 |
| <input type="checkbox"/> Sign and Process Contract | February 9, 2024 |
| <input type="checkbox"/> Notice to Proceed | February 12, 2024 |

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

Attachments:

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

ATTACHMENT A

CHECKLIST

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

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

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

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

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

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

Organization: _____
Address: _____
Business Lic. #: _____

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

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

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

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-C**

Attachment B (page 1)

Occupational Categories

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

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

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

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

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

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

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

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

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-C**

Attachment B (page 2)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-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 Aho, 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: **Tree Removal and Pruning Services 23-11588-C**

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

Signature: _____ Date: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

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

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

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

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

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

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

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-C**

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.

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Section III

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

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

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

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

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

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

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

SECTION 3. PROVISIONAL COMPLIANCE

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

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-C**

Attachment G (page 2)

CITY OF BERKELEY
Right to Audit Form

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

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

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Tree Removal and Pruning Services 23-11588-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