



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 09-10440-C
FOR
SOLID WASTE REFUSE ROUTE OPTIMIZATION SOFTWARE
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

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

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, on Thursday, August 13, 2009. All responses must be in a sealed envelope and have **“SOLID WASTE ROUTE OPTIMIZATION SOFTWARE”** and Specification No. 09-10440-C clearly marked on the outer most mailing envelope. Please submit one original and FIVE copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

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 Steve Devine, Associate Management Analyst, via email at Sdevine@ci.berkeley.ca.us not later than August 3, 2009. It is the vendor's responsibility to check for answers to questions or any addenda on the City of Berkeley's website at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Sharon Thygesen
General Services Manager

I. BACKGROUND /SUMMARY/or INTRODUCTION

The City of Berkeley ("City") provides garbage (cart and front-loader based) collection, organics (cart based) collection, limited commercial recyclables collection and roll-off debris box service to the businesses and approximately 100,000 residents within the City of Berkeley.

The Solid Waste Management Division currently has eight (8) per day residential cart based garbage routes, eight (8) per day residential and commercial cart based organics routes, four (4) commercial front-load garbage routes, one (1) commercial front load recycling routes, and one (1) roll-off truck on a typical day.

It has been several years since these routes have been audited and balanced. The City is seeking to obtain modern, computerized tools to improve the efficiency of the solid waste collection routes to reduce emissions, balance work loads, balance weight collected, and improve overall operations.

The City of Berkeley seeks Proposals from qualified Respondents interested in providing the services as described in this RFP.

II. SCOPE OF SERVICES

To maximize collection efficiencies, reduce operating costs and to design balanced collection routes, the City seeks an off the shelf Solid Waste Refuse Route Optimization Software application that will integrate existing City of Berkeley Geographic Information System (GIS) data and or third party GIS data, and Geographic Positioning System/Automated Vehicle Location System (GPS/AVL) data to create optimum collection routes based on criteria defined by the Solid Waste Management Department.

The Solid Waste Refuse Route Optimization Software project shall consist of the following:

A. Application Software

Describe how your software systems can provide the following:

1. Designed to route solid waste collection trucks.
2. Compatible with ESRI data models.
3. Routing Capabilities
 - a. The software will optimize routes and stop sequences for extreme, high density routing, to include
 1. Daily cart delivery
 2. Daily missed pick-up from the day before
 3. On-call bulky pick-up
 4. Residential (both automated and manual rear load) refuse
 5. Commercial front load and commercial rear load collection services
 6. Commercial roll-off container services
 7. Street sweeping routing (if offered)
 - b. The software will partition geographically compact areas and balance routes for:
 1. Time
 2. Travel time to and from vehicle service center
 3. Travel time to and from transfer station
 4. Service location time-of-service constraints
 5. Load
 6. Vehicle capacity
 7. Vehicle compaction
 8. Number of routes desired

9. Service based on day of the week
- c. The software will have the ability to designate a location for a less-than-full partition or route
- d. The software will have the ability to generate partitions and routes that respect user-specified boundary streets.
- e. The software will utilize City of Berkeley or 3rd party street centerline data for developing routing models.
- f. The software will provide for maintaining, importing, adding, changing and customizing street data.
- g. Customized tools to include:
 1. Transportation attribute editing tools (one-way streets, turn exceptions, overpass/underpass designation)
 2. Customized street editing functions for adding / deleting / changing street map data in Arc View
 3. Alley assignment or alternate collection point location editing of address geocode data
 4. Query / edit of map feature attribute data using point-and-click.
- h. The software will provide for travel path generation / optimization based on sequencing of service locations on a route.
- i. The software will provide exception reports for the need to assign new service locations onto preexisting routes.
- j. The software will provide for manual swapping of service locations between routes.
- k. The software will utilize side of street precision for route maps showing service locations and both side of the street with street names and travel path arrows.
- l. Provide experienced and professional staff for on-site end user training, customer support, unlimited telephone support, and all in-version updates and utilities.
4. Display and output requirements
 - a. Routing solutions shall be displayed using the Arc View mapping interface.
 - b. Predefined maps shall include service locations and both sides of the street with street names and travel path arrows.
5. Report and reporting capabilities
 - a. Create Route Books
 - b. The software shall provide summary reports indicating
 1. Total time
 2. Distance traveled
 3. Turning movements and
 4. Customer Statistics
 - c. The software shall provide Route sequence reports showing details of servicing each service location along the route.
 - d. The software shall provide a detailed driving direction report with service locations (addresses) listed in sequence order.
 - e. The software shall provide a street route report containing street names, address ranges, zip codes, and route numbers.

B. Data/Systems Integration

Provide a description of the process and estimated time required to achieve integration with the City of Berkeley's existing GIS database (ESRI ArcGIS Server) and customer billing system (Sunguard HTE).

Specifically, the proposed Route Optimization system should be able to;

- 1) Import existing GIS data, such as street and address information;
- 2) Export GIS data, such as updated or change street, address or collection point information and generated routes back into the City's GIS system;

- 3) Import existing customer account details, such as bin types and routes from the City's customer billing system;
- 4) Export new customer information, such as route designation back into the City's customer billing system.

C. Deployment

The City of Berkeley desires a hosted route optimization service solution. A client/server or browser based installation deployment solution will be considered if it meets the City's current IT software standards. Describe your firm's deployment approach.

D. Support and Maintenance

Vendor shall provide comprehensive maintenance service for a Warranty Period of one (1) year starting upon Date of Final Acceptance.

E. End User and System Administration Training

The Respondent must provide a minimum of two, in-person training sessions of eight (8) hours each on the entire re-route. These trainings will be held on-site at City facilities. There shall also be a minimum of ten (10) hours of Help Desk assistance at no additional charge.

F. AVL Integration

Please describe your AVL integration strategy and list preferred AVL provider(s) you have previously integrated your system with.

- G. Technical Specifications – see link posted at
<http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Description of Application Software:

Provide a narrative that describes your product's ability to address the City's needs outlined in Sections A through F of the Scope of Services.

3. Client References:

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

4. Price Proposal:

(a) (Required)

The proposal shall include pricing for all services. Pricing shall be all-inclusive unless indicated otherwise on a separate pricing sheet. 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.

(b) (Optional)

If your firm offers route optimization implementation services beyond those strictly associated with your software product and the End User and Administration Training services outlined in Section E of the Scope of Services, provide the hourly rates and job titles of those individuals. Also describe the type and level of assistance that could be provided to the City for the onsite, initial implementation of the Route Optimization project.

5. Contract Terminations:

If your organization has had a contract terminated in the last five 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 years, so indicate.

IV. SELECTION CRITERIA

The City will appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated will include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Final approval of a selected Respondent is subject to the action of the City. The following criteria will be considered, although not exclusively, in determining which firm is hired.

- 1) Responsiveness to this RFP (following instructions, clarity, brevity, etc.) 10%
- 2) Experience, background and qualifications. 30%
- 3) Cost (20%)
- 4) Demonstrated experience to provide a cost effective tool to improve the efficiency of solid waste collections to a municipality of similar size and complexity (40%)

A selection panel will be convened of staff to review and score the proposals.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number (the number will be assigned at a later date).

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Public Works Division

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

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. 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.

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.

E. 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 Living Wage rate is currently \$12.20 (if medical benefits are provided) or \$14.23 (if medical benefits are not provided). 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.

F. 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.

G. 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 \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker's Compensation Insurance:

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

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

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

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

VIII. SCHEDULE (dates are subject to change)

- | | |
|--|------------|
| ☐ Issue RFP to potential bidders: | 7/17/2009 |
| ☐ Proposals due from potential bidders | 8/13/2009 |
| ☐ Complete Selection Process | 8/20/2009 |
| ☐ Council Approval of Contract (over \$50k) | 9/29/2009 |
| ☐ Execute Contract | 10/12/2009 |
| ☐ Notice to proceed | 10/29/2009 |

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

Attachments and Exhibit:

- | | |
|---|--------------|
| • 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 |
| • Living Wage Form | Attachment E |
| • Equal Benefits Disclosure Form | Attachment F |
| • Right to Audit Form | Attachment G |
| • Insurance Endorsement | Attachment H |
| • Equal Benefits Certification of Compliance | Attachment I |
-
- Exhibit 1 - Technical Specifications – see link posted at (not included in hardcopy here – but must be accessed, filled out, and returned with your Submittal:
<http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>

ATTACHMENT A

CHECKLIST

- ☐ Proposal describing service – one original and five copies.
 - ☐ Contractor Identification and Company Information
 - ☐ Client References
 - ☐ Costs proposal by task, type of service & personnel
 - ☐ The following forms, completed and signed in blue ink (attached):
 - 1) Non-Discrimination/Workforce Composition Form Attachment B
 - 2) Nuclear Free Disclosure Form Attachment C
 - 3) Oppressive States Form Attachment D
 - 4) Living Wage Form (*may be optional*) Attachment E
 - 5) Equal Benefits Disclosure Form (*may be optional*) Attachment F
 - 6) Technical Specifications Exhibit 1
- Only available online. See link posted at
<http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>

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 G
- ☐ Commercial General & Automobile Liability Endorsement Form Attachment H
- ☐ Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment I
- ☐ Berkeley Business License

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.: Solid Waste Route Optimization Software/09-10440-C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

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

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

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

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

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: _____

Contract Description/Specification No.: Solid Waste Route Optimization Software/09-10440-C

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ NO _____

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: Solid Waste Route Optimization Software/09-10440-C

Section III

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

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

Department Name

Department Representative

CITY OF BERKELEY
Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner's with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor's current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: Solid Waste Route Optimization Software/09-10440-C

Attachment F

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.

Contract Description/Specification No.: Solid Waste Route Optimization Software/09-10440-C

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

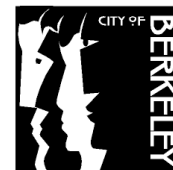
By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No.: Solid Waste Route Optimization Software/09-10440-C

Attachment H

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: _____

Attachment I