Finance Department
General Services Division

INVITATION FOR BID (IFB)
Specification No. 26-11796-C
For
On-call Roadway Thermoplastic Marking Services

Dear Bidder:

The City of Berkeley is soliciting invitations for bid for the purchase of roadway markings, traffic signs, traffic-calming and safety device installations, bike rack installations, bus benches, and related traffic control services. The specifications and selection process are summarized in this invitation for bid (IFB). **Bids must be received no later than 2:00 PM on Tuesday, January 5th, 2027**. Bids are to be sent via email with the "Specification No. 26-11796-C and "On-Call Roadway Thermoplastic Marking Services" clearly indicated on the subject line of the email. Please submit one (1) PDF of the bid/offer form and attachments with the filenames saved as, **"Bid – 26-11796-C On-Call Roadway Thermoplastic Marking Services.**", as well as a completed pricing sheet (Excel Exhibit X) with the filenames saved as, **"Pricing Sheet – 26-11796-C On-Call Roadway Thermoplastic Marking Services.".**

Email Bids To:
City of Berkeley
Finance Department/General Services Division
solicitations@berkeleyca.gov

No bids will be accepted after the date and time stated above. **Submittal of Response by fax is NOT acceptable**. Incomplete bids and bids which do not conform to the requirements specified herein, will not be considered. Issuance of the IFB does not obligate the City to award a contract, nor is the City liable for any costs incurred by the bidder in the preparation and submittal of bids 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 bid is a declaration that the bidder has read the IFB and understands all the requirements and conditions.

For questions concerning the listing of items, the anticipated work, or scope of the project, please **contact Areli Balderrama, *Associate Planner)***, via email at abalderrama@berkeleyca.gov no later than **December 14, 2026**. Answers to questions will **not** be provided by telephone or email. Rather, 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). 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 bid.

Sincerely,

Henry Oyekanmi
Finance Director

To the City of Berkeley, California:

1. In submitting this Bid as herein described that the bidder agrees that:

a. He/she has, or they have, carefully examined the specifications, and all provisions relating to the items to be furnished or the work to be done attached herewith and made a part of this bid, and understand the meaning, intent and requirements of and agree to the same.

b. He/she, or they, will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Berkeley specifications therefore, for the prices quoted.

c. **Transmittal of bid:** The "***Offer/Bid Form***" must be signed, sealed, marked with the specification number and delivered to the City of Berkeley as described herein prior to the time set for the opening of bids.

d. **Opening of bids:** Bids will be opened publicly at the place, on the date and at or after the time set forth herein. **The time for opening bids, as set forth, is strictly observed and you are INVITED TO BE PRESENT if you so desire**.

2. Action by the Council:

a. Award of contract may be made by the City Council within 30 calendar days from the date of opening of bids.

b. The City of Berkeley, by action of the City Council reserves the right to accept or reject any bid or any part thereof or any combination of bids.

3. Additions and Alterations:

a. No additions, alterations or conditions other than requested herein will be permitted. This bid form, the general provisions and the specifications have been approved by the City of Berkeley, and the making of additions, alterations, or conditions on this bid form may void the bid. Additional copies are available in Finance/Purchasing or on our website at: Bid & Proposal Opportunities

b. Bids must be made on this form and letters of transmittal cannot be considered a part of the bid.

c. In order to be considered, bids must conform to the specifications. Deviations from specifications must be stated and may result in rejection of the bid. Attach additional sheets as necessary.

4. Governmental Regulations:

a. Bid prices shall not be in excess of maximum prices permitted by the Federal or State Government.

b. All orders are subject to ability to obtain and use materials and deliver finished products under Federal and State regulations and orders. If shipping dates are subject to delays resulting from preference ratings or priority shipments ordered or requested by the United States Government or by any department, commissions, or agency thereof, then the Contractor shall not be held liable for such delays.

5. Taxes:

A. When offer/bid is for materials and equipment.

The following provisions relating to taxes are applicable when furnishing materials or equipment only:

a. The City of Berkeley is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County Tax is collected by the State, the City of Berkeley will be liable for this tax also. Do not include this tax in the amount bid. If applicable, it is to be added to the net amount invoiced by the successful bidder.

b. The City of Berkeley is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the bidder and subcontractor may be liable for Federal Excise Taxes. Bidder must determine whether Federal Excise Tax is chargeable to him/her and if so the amount of tax should be included in the amount bid.

c. Any new or additional taxes levied after the adoption of these specifications that are payable by the City of Berkeley are not to be included in the price bid but added thereto when invoiced.

B. When offer/bid requires labor to be furnished in addition to materials and equipment.

The following provisions relating to taxes are applicable when Offer/Bid Form and Specifications require that labor be furnished in addition to materials and equipment, and in such cases, the following provisions supersede and make void those provisions under paragraph 5a relating to taxes.

a. The City of Berkeley is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax law and a City and/or County Tax is collected by the State, the City of Berkeley will be liable for this tax also. Include this tax in the amount bid.

b. The City of Berkeley is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise is chargeable to him/her and if so, the amount of the tax should be included in the amount bid.

6. Price Protection:

In the event of a decline in market price(s) below the price(s) bid, the City of Berkeley shall automatically receive the benefit of such decline.

7. Royalties and Patents:

The Contractor shall pay all royalties and patent fees. He/she shall defend all suits and claims for infringements of any patent rights and shall save the City of Berkeley harmless from loss on account thereof, except that the City of Berkeley shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified. If, however, the Contractor has information that the procedures or articles specified is an infringement of a patent he/she shall be responsible for any loss unless he/she promptly gives said information to the City of Berkeley.

8. Delivery:

a. Delivery shall be made within the time set forth on the "***Offer/Bid Form***."

b. Contractor will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other causes beyond his/her control; provided a written extension of time is obtained from the City Manager.

9. 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: Project Manager abalderrama@berkeleyca.gov;** (List on invoice, Attn: Areli Balderrama/Public Works Department) and reference the contract number.

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

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

10. Penalties and Termination of Contract:

a. In the event the Contractor fails or refuses to deliver or provide the supplies, materials, equipment or services within the time(s) specified herein, fails or refuses to comply with any requirement of the General Provisions or of the Specifications, the City of Berkeley may serve notice in writing upon him/her of its intention to purchase said supplies/equipment or obtain said services from another source.

Such notice shall contain the reasons for the City's intention to purchase from another source, and unless within 10 days after the serving of such notice, Contractor shall make complete delivery and/or comply with all requirements of the Specifications and General Provisions, said purchase will be made.

b. In the event said purchase is made at a price higher than the contract price, the Contractor shall be liable to the City for an amount not to exceed the difference between the purchase price and the contract price.

Payment shall be made to the City upon demand, and if any payments are owing to the Contractor by the City, such payments will be withheld and set off in an amount not to exceed the claim of the City against the Contractor.

c. In the event any provision of the contract, including the General Provisions and Specifications, is violated, and the Contractor fails or refuses to comply after 10 days written notice is given by the City, the City shall have the additional right, without further notice to cancel the contract and/or declare such Contractor to be an irresponsible bidder, in which case no contract shall be awarded him by the City for a period of at least three (3) years from the date of violation, and then only after satisfactory evidence that he/she will comply with City Specification and contract provisions.

11. Assignment of Contract:

Neither the City nor the Contractor shall assign the contract without the written consent of the other party; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the written consent of the City Council of the City of Berkeley.

12. Conflict in Specifications:

The detailed requirements of the specifications shall supersede any requirement of these General Provisions that are in conflict therewith.

13. Local Vendor Preference

City of Berkeley applies a local Vendor preference for comparing bid prices (City Council Resolution No. 69,890-N.S.)

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

Competing for non-professional services
For the purposes of comparing pricing as part of this competitive IFB for non-professional services up to $250,000, 5% will be deducted from the bid pricing from any local Berkeley vendor to determine lowest responsive bidder.

Offer/Bid Form
Specification No. 26-11796-C
For
On-call Roadway Thermoplastic Marking Services
Bids will be opened on Tuesday, January 5, 2027, at 2:00 pm.

TO THE CITY OF BERKELEY, CALIFORNIA:
In submitting this bid (offer) as herein described, the bidder (offeror) agrees that (a) he/she, or they, have carefully examined the specifications, and all provisions relating to the items to be furnished attached herewith and made a part of this proposal, and understand(s) the meaning, intent and requirements of and agree to the same. (b) He/she, or they, agree(s), that if his/her or their bid is accepted, he/she, or they will enter into a written contract and furnish the item(s) and complete the work in the time specified, and in strict conformity with the City of Berkeley specifications therefore, for the prices bid.

Name of Firm or Person submitting this offer:_____

Street Address/City/State/Zip _____

Is your firm a Local Berkeley-based vendor: _____ YES _____ NO

Signed by (written signature) _____

Name and Title (type or print) _____

Date_____ **Federal Tax ID**_____

Phone _____ FAX _____

E-mail _____ Web site _____

Discounted Payment Terms:_____

Delivery Date:_____

We have received and reviewed any/all addendum (addenda) related to this Invitation for Bid: _____

ALL BIDS MUST BE SIGNED

Please bid all items as listed on the following page.

Scope of Work: The work to be done consists of, in general, installation of roadway painting, thermoplastic and/or preformed traffic striping, installation of thermoplastic and/or preformed pavement markings, removal of existing striping and markings by grinding, installation of regulatory, warning, and informational traffic signs, installation of manufactured traffic safety and traffic calming devices (including delineators, speed cushions, hardened centerlines, tough curbs, and similar devices), installation of bus benches and bicycle amenities (including bicycle racks and related facilities), removal of existing parking meter poles, vegetation clearing, cat tracking, public notice distribution, and implementation of temporary traffic control. All work shall be performed in accordance with these specifications, the most current California Manual on Uniform Traffic Control Devices (CA MUTCD), and applicable Caltrans standards. Work will typically involve 'replace in kind' or contractor will be provided with clear directions from the City. There is no expectation that the contractor will perform engineering services. The contractor is expected to perform 1st class workmanship and share expertise with the City.

California Contractor License Classification required:

- A-1 General Engineering or
- C-32 Parking and Highway Improvement

Location: The work is located throughout the City of Berkeley.

BIDDER'S PROPOSAL

BID ITEM NO.1 - BASE BID

ROADWAY MARKING, THERMOPLASTIC PAVEMENT MARKINGS, TRAFFIC SIGNS, TRAFFIC SAFETY DEVICES, AND TEMPORARY TRAFFIC CONTROL

Pricing instructions:
The Base Bid consists of roadway striping, pavement markings, and traffic sign furnishing and installation. These are the core services that will be used to determine the lowest responsive bid.

All unit prices must include labor, materials, equipment, transportation, overhead, applicable surcharges, and contractor management fees. The City will not pay separately for striping materials or labor.

Marking / Work Type	Size / Description	Color	Units	Yr. 1 Qnt.	Yr. 1 Unit Price	Yr. 2 Qnt.	Yr. 2 Unit Price	Yr. 3 Qnt.	Yr. 3 Unit Price
ROADWAY THERMOPLASTIC AND PAVEMENT MARKINGS									
Solid White Edge Line	4 in.	White	LF	8,000		8,000		8,000	
Centerline Striping – Single Solid	4 in.	Yellow	LF	800		550		550	
Centerline Striping – Single Broken	4 in.	Yellow	LF	4,400		4,000		4,000	
Centerline Striping – Double Solid	4 in.	Yellow	LF	2,500		1,900		1,900	
Channel Line	8 in.	White	LF	4,000		3,000		3,000	
Channel Line	6 in.	White	LF	4,000		3,000		3,000	
Limit Line	12 in.	White	LF	1,100		800		800	
Crosswalk Line	12 in.	White	LF	4,000		2,200		2,200	
Crosswalk Line	12 in.	Yellow	LF	5,500		6,000		6,000	
Crosswalk Triple Four	8 in.	White	LF	6,000		5,000		500	
Crosswalk Triple Four	8 in.	Yellow	LF	6,000		5,000		500	
Parking Stall Marks "T"	2 SF	White	Each	500		350		350	
Parking Stall Lines	4 in.	White	LF	1,600		1,200		1,200	
Bike Lane	6 in.	White	LF	4,200		2,200		2,200	
Reflective Pavement Markers	—	White, Yellow, Red, Blue	Each	1,000		1,000		1,000	
Other: Bulbout	As directed	San Diego Bluff	LF	1,500		1,000		1,000	
ROADWAY THERMOPLASTIC – OTHER									
Curb Painting	As directed	Red / White / Yellow / Other	LF	TBD		TBD		TBD	
THERMOPLASTIC ARROWS									
Type III (L) (R)	As directed	White	Each	50		40		40	

Straight Type I (18FT)	As directed	White	Each	30		25		25	
Type II (L) (R)	As directed								
THERMOPLASTIC LEGENDS AND PAVEMENT MARKINGS									
STOP	22 SF	Yellow	Each	150		100		100	
SLOW SCHOOL XING	79 SF	White	Each	100		75		75	
PED XING	39 SF	White	Each	20		20		20	
BIKE LANE + ARROW	16 SF	White	Each	100		100		100	
Bike Detector Chevron	—	White	Each	25		25		25	
KEEP CLEAR	—	White	Each	20		20		20	
BIKE BLVD	—	White	Each	40		40		40	
Chevrons (Hump/X-Walk)	—	White	Each	10		10		10	
GREEN THERMOPLASTIC PAVEMENT MARKINGS									
Bicycle Lanes	As directed	Green	SF	2,000		2,000		2,000	
Bicycle Boxes	As directed	Green	SF	2,000		2,000		2,000	
Pre-Formed Thermoplastic Shared Lane Symbol Green Background	As directed	Green	Each	50		50		50	
Other bicycle facilities	As directed	Green	SF	TBD		TBD		TBD	
TRAFFIC SIGNS – Install and Furnish	Sign, post and hardware								
STOP Sign	R1-1	—	Each	TBD		TBD		TBD	
YIELD Sign	R1-2	—	Each	TBD		TBD		TBD	
YIELD Sign	R1-6		Each	TBD		TBD		TBD	
No Parking / No Stopping Sign	As specified	—	Each	TBD		TBD		TBD	
Speed Limit Sign	R2-1	—	Each	TBD		TBD		TBD	
Warning Sign	W-series	—	Each	TBD		TBD		TBD	
Regulatory Sign	R-series	—	Each	TBD		TBD		TBD	
Informational / Guide Sign	As specified	—	Each	TBD		TBD		TBD	
Removal of Existing Sign	Sign and/or post	—	Each	TBD		TBD		TBD	
TOTALS	**Amount**								
Yr. 1 Total Cost	$								
Yr. 2 Total Cost	$								
Yr. 3 Total Cost	$								
TOTAL COST OF BID	**$**								

Note: (1) The quantities shown are estimated quantities for bidding purposes and may be increased, decreased, or eliminated by the City. Payment shall be based on the actual quantity of work completed and accepted at the applicable unit price, unless otherwise specified. Where applicable, contractors should also identify the cost of furnishing signs, materials, and supplies, including any applicable markup or management fee.

BID ITEM NO.2 - OPTIONAL

ROADWAY MARKING, THERMOPLASTIC PAVEMENT MARKINGS, TRAFFIC SIGNS, TRAFFIC SAFETY DEVICES, AND TEMPORARY TRAFFIC CONTROL

Pricing instructions:

The following items are optional services that the City may request on an as-needed basis throughout the contract term. Contractors must identify which services they are capable of performing and provide the applicable hourly crew rates, installation rates, and material pricing, as appropriate. These optional services are not included in the base bid total and will not be considered when determining the lowest responsive and responsible bidder.

These items are not included in the Base Bid evaluation total and are not guaranteed quantities of work.

Marking / Work Type	Size / Description	Color	Units	Yr. 1 Qnt.	Yr. 1 Unit Price	Yr. 2 Qnt.	Yr. 2 Unit Price	Yr. 3 Qnt.	Yr. 3 Unit Price
TEMPORARY TRAFFIC CONTROL									
Temporary Traffic Control Setup	As specified	—	LS	TBD		TBD		TBD	
Temporary Traffic Control – Daily Maintenance	As specified	—	Day	TBD		TBD		TBD	
Temporary Signage	As specified	—	Each	TBD		TBD		TBD	
Traffic Cones / Channelizing Devices	As specified	—	Day	TBD		TBD		TBD	
Type II / Type III Barricades	As specified	—	Day	TBD		TBD		TBD	
Flagging / Traffic Control Personnel	As specified	—	Hour	TBD		TBD		TBD	
GRINDOUT / REMOVAL									
Grind Out Existing 4-in. Lines	4 in.	—	LF	1,000		1,000		1,000	
Grind Out Existing 6-in. Lines	6 in.	—	LF	2,000		2,000		2,000	
Grind Out Existing 12-in. Lines	12 in.	—	LF	4,000		4,000		4,000	
Grind Out Existing Legends	—	—	Each	100		100		100	

TRAFFIC SAFETY AND TRAFFIC CALMING DEVICES - INTALLATION	Bid for installation only and material cost will be agreed upon at request.								
Flexible Delineator	Manufactured device as specified	—	Hour	TBD		TBD		TBD	
Traffic Delineator / Bollard	Manufactured device as specified	—	Hour	TBD		TBD		TBD	
Hardened Centerline	Manufactured system as specified	—	Hour	TBD		TBD		TBD	
Tough Curb	Manufactured device as specified	—	Hour	TBD		TBD		TBD	
Speed Cushion	Manufactured device as specified	—	Hour	TBD		TBD		TBD	
Installation of other Traffic Calming Device	As specified	—	Hour	TBD		TBD		TBD	
PUBLIC NOTICE DISTRIBUTION									
Public Notice Distribution	Preparation/distribution as specified	—	Each	TBD		TBD		TBD	
Door-to-Door Notice Distribution	As specified	—	Hour	TBD		TBD		TBD	
BICYCLE AMENITIES, BUS BENCHES, AND MISCELLANEOUS - INSTALLATION									
Inverted U Bike Rack	Surface-mounted Installation	—	HOUR	50		50		50	
Bike Rack Rail	Installation of five-rack rail mount	—	Hour	4		4		4	
Bus Benches	Installation of City-furnished bus benches	—	Hour	100		100		100	
Parking Meter Pole Removal and Disposal	Removal of existing single-space parking meter poles	—	Hour	TBD		TBD		TBD	
Bike Rack Conversion (Post-and-Loop)	Installation of post-and-loop bike racks using existing parking meter poles.	—	Hour	TBD		TBD		TBD	
Vegetation Trimming/Clearing	Trimming and clearing vegetation	—	Hour	TBD		TBD		TBD	
Other Services		—	Hour	TBD		TBD		TBD	

TOTALS	**Amount**								
Yr. 1 Total Cost	$								
Yr. 2 Total Cost	$								
Yr. 3 Total Cost	$								

TOTAL COST OF BID	**$**								

Note:The quantities shown are estimated quantities for bidding purposes and may be increased, decreased, or eliminated by the City. Payment shall be based on the actual quantity of work completed and accepted at the applicable unit price, unless otherwise specified. Where applicable, contractors should also identify the cost of furnishing signs, materials, and supplies, including any applicable markup or management fee.

SPECIFICATIONS

A. SCOPE OF CONTRACT:

The contract will be a requirements contract that will provide for the City of Berkeley's normal supply requirements during the period specified elsewhere in this Invitation for Bids. The City of Berkeley may purchase such quantities as listed herein or as may be needed from time to time during the life of the contract. There is no guarantee of quantity. Except as otherwise provided herein, the Contractor will be obligated to deliver all such quantities as may be ordered from time to time.

B. TERM OF CONTRACT AND PAYMENT PROCEDURES:

1. Term of Contract - The contract shall be effective from the date of award through the receipt of goods and final payment. The options to extend will be exercised only if the Finance General Services Manager determines:

   a. contract prices will remain the same, and

   b. contract prices if increased, will be increased by a percentage not exceeding the percentage of increase in the Consumer's Price Index. Prior to the commencement of any extension period, the City and Contractor may renegotiate contract pricing. Any proposed price adjustments shall be subject to mutual agreement and written approval by the City, and

   c. extension of the contract will be affected by issuance of a letter of extension to the Contractor by the City Manager, and

   d. Contractor has performed satisfactorily, and

   e. the City of Berkeley specifications/requirements have not significantly changed.

2. Payment - Payments will be made in accordance with discounted payment terms or within 30 days after receipt and acceptance of goods and/or services provided the Finance Accounts Payable Division has received correct invoices.

3. Invoices – Invoices shall be in a format acceptable to the City. Invoices must be forwarded in triplicate and shall be fully itemized and have sufficient description to permit audit.

4. Placing Orders – Orders will be placed as required by authorized City employees for the length of the contract.

C. BID EVALUATION FACTORS AND METHOD OF AWARD:

1. Acceptance/Rejection of Bids - The City of Berkeley reserves the right to accept or reject any bid, or any part thereof or any combination of bids.

2. Method of Award - Award will be made to the lowest responsible bidder for the entire bid, or on an item-by-item basis to one or more bidders, whichever best meets the needs of the City.

3. Local Vendor Preference - Five percent (5%) will be deducted from bid responses from local vendor for comparison purposes to determine the lowest responsive and responsible bidder(s). See General Provision 13 above.

4. Discrepancy in Unit Pricing - In the event of a discrepancy that occurs between the unit price and the total lump sum price, the unit price shall prevail, and the total lump sum price shall be corrected accordingly.

5. Deviations from Specifications - The City reserves the right to accept minor deviations from the specifications.

6. Estimated Quantities - The quantities shown on the Offer/Bid Form are estimates only and are subject to increase or decrease as demands may require. The City does not guarantee any quantities.

D. DELIVERY TERMS:

1. Task Order – All work shall be performed upon receipt of a task order or written authorization issued by an authorized City representative. The task order shall identify the location, scope of work, and anticipated schedule.
2. Implementation Timeline – Upon receipt of a task order, the Contractor shall coordinate with the City and mobilize the necessary personnel, equipment, and materials to commence and complete work in the field within the timeframe agreed upon by the contractor and City. Work shall be performed Monday through Friday unless otherwise authorized by the City.
3. Delays - The Contractor shall promptly notify the City of any circumstances that may affect the scheduled commencement or completion of work.

Under this Invitation for Bid, the City of Berkeley will not negotiate. Quoting Firms responding to this Invitation for Bid must offer their best and final price.

E. INFORMATION TO BE FURNISHED BY BIDDERS:

Failure to provide the following information with your bid may be cause for rejection of your bid.

1. Non-Discrimination/Workforce Composition Form - Pursuant to City of Berkeley Ordinance No. 5876, (B.M.C. Ch. 13.26), any person or firm (unless specifically exempted by the ordinance), who submits a bid or offer on a City contract shall be required to have a Work Force Composition Form reviewed by the Contract Compliance Officer of the City prior to award of such contract.
   This Work Force Composition Form must be submitted with your bid.

   Businesses with fewer than five employees are exempt from submitting this form. Also, the City Manager may exempt other bidders in "exigent circumstances". (See B.M.C. secs. 13.26.030 and 13.26.050.)

2. 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.

3. Oppressive States Disclosure Form - The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to a number of Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company who is located in one of these areas. If your company or any subsidiary is located in one of the areas, explain on the Disclosure Form the nature of such work.
   Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

4. 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.

5. City of Berkeley 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 7 days of being selected as intended awardee.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, handles business licenses. Vendors should contact this division for questions and/or information about obtaining a City business license, in person, or by calling 510.981.7200

Equal Benefits Disclosure Form - 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.
Bidders must submit the attached Equal Benefits Disclosure Form with their bid.

F. DATA REQUIRED FOR BID EVALUATION:

1. Bidders are required, in submitting their bids, to examine the detailed specifications closely. The bidder must complete the detailed specifications and write in any differences in the item (s) being offered. Failure to state exceptions will be cause for rejection of the bid. If any item specified is not available write "N/A" in the appropriate space.

2. A timeline for delivery of product

3. The following completed and signed

   a. Offer/Bid Form
   b. Nuclear Free Disclosure Form
   c. Oppressive States Compliance Statement for Commodities Form
   d. Sanctuary City Compliance Statement
   e. Workforce Composition Form
   f. Equal Benefits Disclosure

If Exceptions are taken, EXPLAIN EXCEPTIONS below: (attach additional sheets as necessary)

_____ ____

_____

_____

_____

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, this disclosure form may be signed by more than one individual, 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: **On-call Roadway Thermoplastic Marking Service/26-11796-C**

CITY OF BERKELEY

A. Oppressive States Compliance Statement for Commodities

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).

"Commodities" includes, but is not limited to, any tangible supplies, goods, vehicles, machinery or equipment.

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

The Commodities, which Vendor proposes to supply to the City, are not manufactured, assembled, extracted, harvested or refined in any Oppressive State. Vendor 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 buys, sells, leases or distributes Commodities in the conduct of business with, or 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: **On-call Roadway Thermoplastic Marking Service/26-11796-C**

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

Signature: _____Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

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

a. "Data Broker" means either of the following:

i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:

i. The City's computer-network health and performance tools;
ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

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

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

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

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

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **On-call Roadway Thermoplastic Marking Service/26-11796-C**

SCCO CompStmt (10/2019)

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 Careers" 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
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 partners 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 to 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: **On-call Roadway Thermoplastic Marking Service/26-11796-C**

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: _____ _____