



Finance Department
General Services Division

INVITATION FOR BID (IFB)
Specification No. 23-11579-C
For
BULK RENEWABLE DIESEL AND GASOLINE

Dear Bidder:

The City of Berkeley is soliciting invitations for bid for the purchase of **Bulk Renewable Diesel and Gasoline**. The specifications and selection process are summarized in this invitation for bid (IFB). **Sealed Bids must be received no later than 2:00 PM on Tuesday August 15, 2023**. Bids are to be labeled “**Specification No. 23-11579-C**” and “**BULK RENEWABLE DIESEL AND GASOLINE**” and delivered to the location below. Please submit one (1) bid/offer form and the attachments in your sealed envelope.

Deliver Bids To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, Berkeley, CA 94704

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 Sherri Degnan**, Senior Buyer, via email at sdegnan@berkeleyca.gov no later than August 8, 2023. 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 \(berkeleyca.gov\)](https://www.berkeleyca.gov/bid-proposal-opportunities). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your bid.

Sincerely,

Darryl Sweet
General Services Manager

General Provisions

To the City of Berkeley, California:

1. In submitting this Bid as herein described, 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 but as a separate line item. 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 but as a separate line item.
- 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 5.A.a. 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 but as a separate line item.
- 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;** (List on invoice, Attn: Greg Ellington /Equipment Maintenance Division) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
dcolbert@berkeleyca.gov
gellington@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 supplies, equipment, materials, and other goods

For the purposes of comparing pricing as part of this competitive IFB for supplies, equipment, materials, and other goods up to \$100,000, 5% will be deducted from the bid pricing from any local Berkeley vendor to determine lowest responsive bidder.

Offer/Bid Form
Specification No. 23-11579-C
For

Project Name: Bulk Renewable Diesel Fuel and Gasoline
Bids will be opened on Tuesday, August 15, 2023 at 2:00 pm.

TO THE CITY OF BERKELEY, CALIFORNIA:

In submitting this bid (offer) as herein described, the bidder (offerer) 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.

Any reference to a manufacturer brand name, model or part number is for identification purposes only and the quality the City expects. The City of Berkeley will accept similar or equivalent bids. It is the City's sole discretion to decide whether equivalent bids will be accepted.

SPECIFICATIONS

All gasoline delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal and local governments as well as fuel industry laws, codes, requirements, standards and guidelines currently in force and any of those put into force during this contract. Particular attention shall be paid to Bay Area Air Quality Management District (BAAQMD) and American Society of Testing and Materials (ASTM) laws, regulations and standards.

Renewable Diesel Fuel provided under this contract shall be R99 (or R100) and comply with California Code of Regulations §95481, which defines it as a diesel fuel that is produced from nonpetroleum renewable resources but is not a mono-alkyl ester, is intended for use in engines that are designed to run conventional diesel fuel, and is registered as a motor vehicle or fuel additive under 40 Code of Federal Regulations part 79.

The City shall have the right and may perform random sampling of Contractor-delivered fuel for determining conformity with these technical specifications. The City shall only use qualified third-party laboratories to perform such analysis. Laboratory findings of non-conformity with the specification shall be considered a breach of contract and may be subject to the termination provisions contained in the Agreement.

PURPOSE

The City of Berkeley intends to award a four (4) year contract with three-two (2) year options to extend the contract for a total maximum period of 10 years to the successful bidder(s).

The purpose of this Invitation to Bid (IFB) is to search for qualified vendors who are capable of providing the City of Berkeley (City) with its vehicle/equipment fleet fuel requirements. These requirements include the sale to the City of Gasoline and R100 or R99 Renewable Diesel.

The City maintains emergency generators, a fleet of vehicles and equipment in excess of seven hundred (700), which uses gasoline and diesel fuel. The fleet composition consists of vehicles, both large and small, large trucks, and heavy motorized equipment. The City fleet is fueled at 9 locations throughout the City and there are additional emergency generators that require fueling. These locations are as follows:

FUELING LOCATIONS

| | | | |
|------------------|---|----------------------|-----------------------------|
| Corporation Yard | - | 1326 Allston Way | Gasoline & Renewable Diesel |
| Transfer Station | - | 1199 Second Street | Renewable Diesel |
| Fire Stations: | | | |
| Fire Station 1 | - | 2442 8th Street | Renewable Diesel |
| Fire Station 2 | - | 2029 Berkeley Way | Renewable Diesel |
| Fire Station 3 | - | 2710 Russell St | Renewable Diesel |
| Fire Station 4 | - | 1900 Marin Avenue | Renewable Diesel |
| Fire Station 5 | - | 2680 Shattuck Avenue | Renewable Diesel |
| Fire Station 6 | - | 999 Cedar Street | Renewable Diesel |
| Fire Station 7 | - | 3000 Shasta Road | Renewable Diesel |

GENERATORS

| | | |
|----------------------------------|---------------------------------|------------------|
| Civic Center | 2180 Milvia Street | Renewable Diesel |
| Public Safety Building | 2100 Martin Luther King Jr. Way | Renewable Diesel |
| Fire Warehouse | 1101 Folger Street | Renewable Diesel |
| Center Street Garage | 2025 Center Street | Renewable Diesel |
| Corporation Yard | 1326 Allston Way | Renewable Diesel |
| Marina Lift Stations 2, 3, 4 & 5 | Marina – Spinnaker Way | Renewable Diesel |

Fuel Specifications and Quantities for Bid: Please note that this includes the estimated quantities delivered to all locations of Renewable Diesel and Fuel specified in the delivery location chart under specifications for fuel. The consumption estimates given below are for evaluation purposes and the City reserves the right to increase or decrease the quantities as needed.

TABLE 1

| NAME | COMPONENTS | COMPONENT PERCENTAGES | TOTAL ANNUAL ESTIMATED CONSUMPTION gallons |
|--------------------------------|-------------------------------------|------------------------------|---|
| Renewable Diesel (R100 or R99) | 99% or 100% Renewable Diesel | 99 or 100% Renewable Diesel | 260,000 |
| Gasoline | California Reformulated Gasoline 87 | Regular – 100% | 140,000 |

BASIS FOR DETERMINING PRICE:

The pricing methodology resulting from this bid shall be based on OPIS Rack Pricing.

For purposes of payment by the City, the prices shall be effective on the date the fuel is delivered to a City fuel site. OPIS pricing markup or discount shall remain the same during the life of the contract. Under no circumstances will the City grant any proposals by Vendor for price adjustment during the life of the contract.

TABLE 2 – FUEL COST PROPOSAL **COST/PRICE**

| | | |
|---------------------------------------|--|--|
| 1. Gasoline & Diesel Fuels | a. REGULAR GASOLINE - RFS-MTBE OPIS PRICING FOR SAN FRANCISCO REGION | |
| | Fixed ADD-ON (+) | |
| | DISCOUNT (-) | |
| | Additional discount for 5000 gal deliveries | |
| | | |
| | b. RENEWABLE DIESEL R99 OR R100 - OPIS PRICING FOR SAN FRANCISCO REGION | |
| | Fixed ADD-ON (+) | |
| | DISCOUNT (-) | |
| | Additional discount for 5000 gal deliveries | |
| | | |

Additional charges other \$ Per Gallon than taxes, such as: spilt loads, emergency and after hour delivery. Please list all instance in which an additional charge may apply.

| Charge Type | Amount |
|-------------|--------|
| | |
| | |
| | |

Signed: _____ **Date:** _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No.: Bulk Renewable Diesel and Gasoline Fuel /23-11579-C

VENDOR QUALIFICATION CRITERIA

Vendor minimum qualification criteria include, but are not limited, to the following:

1. Vendors must have the ability to provide both full truck and trailer and tank wagon service to the City locations listed above when needed and the ability to deliver 500 gallons or less to each location.
2. The Vendor shall have been regularly and continuously engaged in the business of providing Gasoline, and Renewable Diesel Fuels to large fleet accounts for at least the last five (5) years and should have the capability of providing same to the City.
3. The Vendor shall possess all permits, licenses and professional credentials necessary to supply and transport product and perform services.

TABLE 3 - DELIVERY LOCATIONS

| LOCATION | AVG. ANNUAL USAGE | STORAGE CAPACITY |
|---|---|--|
| Corporation Yard 1326 Allston Way | 41,000 (Renewable Dsl) 24,217 (Gasoline) | 10,000 gallons Gasoline 10,000-gallons Renewable Diesel |
| Transfer Station 1199 Second Street | 215,000 | 20,000-gallons Renewable Diesel |
| Public Safety Building 2100 Martin Luther King Jr. Way | 220 | 4,000-gallons Renewable Diesel |
| Civic Center Building 2180 Milvia St. | 220 | 250 - gallons Renewable Diesel |
| Fire Station 1 - 2442 8th Street | 9,000 | 500-gallons Renewable Diesel |
| Fire Station 2 - 2029 Berkeley Way | 10,000 | 500-gallons Renewable Diesel |
| Fire Station 3 - 2710 Russell Street | 3,700 | 500-gallons Renewable Diesel |
| Fire Station 4 - 1900 Marin Avenue | 2,100 | 500-gallons Renewable Diesel |
| Fire Station 5 - 2680 Shattuck Avenue | 12,500 | 500-gallons Renewable Diesel |
| Fire Station 6 - 999 Cedar Street | 3,100 | 1000-gallons Renewable Diesel |
| Fire Station 7 - 3000 Shasta Road | 2,000 | 500-gallons Renewable Diesel |

SHIPPING

Designated tank trucks will be BQ9000 certified for delivery of all fuels described herein. The vendor shall provide the City with documentation showing compliance of all fuel delivery trucks to BQ9000 standards.

DELIVERIES

Contractor shall make deliveries as required to the locations listed in this document, in the quantities and times individually requested, so as not to interrupt City services and operations. Contractor must be able to deliver to all the locations listed in this document. Additional locations may be added during the term of the contract.

Important -All Fire Department fuel tanks shall be kept full once a week; just prior to the weekend with provision to adjust frequency as needed.

If the contractor fails to deliver gasoline or diesel in the manner, or within the time frame called for by this contract or, as requested by the City, the City may purchase the fuel from another source on the open market. If the City has to pay a greater price, the excess price will be charge to and collected from the Contractor.

When deliveries of several products are combined to provide for a full-tank trailer-load to one location, the full-tank trailer price shall apply.

All requests for delivery of any fuels shall be filled within 48 hours.

BID EVALUATION

OPIS Reports: The successful vendor shall provide the City of Berkeley Equipment Maintenance Division with a subscription to the Oil Price Information Service to be delivered to the Public Works Equipment Superintendent, 1326 Allston Way, Berkeley, California, 94702 and emailed to City of Berkeley Purchasing Department sdegan@berkeley.ca.gov. Account to be set up upon award of contract. The subscription must be for the term of the contract, including renewals. The OPIS report supplied to the City of Berkeley will be used to monitor the pricing of the fuel supplied by the successful vendor. The subscription shall be provided free of charge.

Bidders must enter firm bid prices corresponding to the items on the Bid Sheet for all Gasoline and Renewable Diesel (Table 2 is to be completed by Bidder and signed by authorized person in company to agree to terms listed herein. The net per gallon price for gasoline and Renewable Diesel fuel shall be calculated by showing the discount to be subtracted from, or the increase to be added to the average price(s) as posted in the Oil Price Information Service's (OPIS) index for San Francisco Region. Any and all Superfund fees or other governmental imposed fees shall be a part of either the discount or increase quoted.

It is understood that contract prices will be subject to the increases or decreases in the OPIS, however, the discount from or the increase to be added to those prices shall remain fixed for the period of award regardless of the bidder's supplier.

Said prices are to reflect the bidder's firm, fixed markup (plus) or markdown (minus) only, not including the corresponding OPIS Pricing index for San Francisco Region, as indicated. No rounding off, up or down will be considered. Bid prices are to be F.O.B. Destination.

Bid prices will be evaluated using the following information and computations:

OPIS Pricing index for San Francisco Region for the published week plus the bidder's Markup (plus) or Markdown (minus), less any applicable cash payment discount.
OPIS price shall include CAR (CAP AT RACK)

All Fire Department fuel tanks at all locations will be kept full once a week.

BILLING PRICES

In order to provide for automatic adjustments in the price of fuel delivered under this contract, the price shall be based on the average of the OPIS Pricing index for San Francisco Region as shown in the latest issue of "OIL PRICE INFORMATION SERVICE", PUBLISHED BY United Communications Group, plus the firm, fixed markup (plus) or markdown (minus) which is bid by the successful bidder, plus the corresponding "Add-on Rate", where applicable for smaller deliveries.

OPIS price shall include CAR.

Any price changes and adjustments must be *sent immediately* to the Attention of Public Works Equipment Maintenance via EMAIL/FAX. Email to: gellington@berkeleyca.gov, dcolbert@berkeleyca.gov, and FAX number 510-981-6630. The City reserves the right to require immediate visual verification of any such notice quoted.

When applicable, invoices for fuel delivered shall separately indicate amounts charged for California sales tax, the Motor Vehicle Fuel License Tax (Revenue & Taxation Code 7301 et sq.) for gasoline, and the California Use Fuel Tax (Revenue & Taxation Code 8601 et sq.) for diesel fuel and any other applicable taxes.

The City is exempt from federal excise taxes and fees, and no such amounts shall be included on any invoice.

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 for an initial four-year period with three two-year options to extend for a period up to a maximum of 10 years. The options to extend will be exercised only if the General Services Manager determines:
 - a. that contract prices will remain the same; and
 - b. that Contractor has performed satisfactorily; and
 - c. that the City of Berkeley specifications/requirements have not significantly changed; and
 - d. extension of the contract will be affected by issuance of a letter of extension to the Contractor by the City Manager.
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 to City of Berkeley Accounts Payable via email to: accountspayable@cityofberkeley.info;
CC: dcolbert@berkeleyca.gov; gellington@berkeleyca.gov

All invoices shall be fully itemized and have sufficient description to permit audit.

4. Placing of Orders – Orders will be placed as required by authorized City employees up to 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 on an item-by-item basis to one or more bidders or in an aggregate to one bidder, whichever best meets the needs of the City.
3. Deviations from Specifications - The City reserves the right to accept minor deviations from the specifications.
4. 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. Delivery F.O.B. - Delivery of all goods shall be F.O.B. Destination at the City of Berkeley.
2. Time of Delivery - Delivery of all items ordered shall be made within 48 hours after each request is made by authorized City employees in a timely manner, and as stated on Offer/Bid Form. Contractor shall maintain sufficiently large and varied stock as to insure deliveries with a minimum of delay.
3. Deliveries will be scheduled and accepted Monday through Friday between the hours of 7 a.m. and 5 p.m. at the locations listed on Invitation for Bid page 14 Berkeley, California unless special arrangements have been made.
4. Method of Delivery - Items should be delivered by truck, or by an acceptable shipping company on an as needed basis as required by authorized City employees. The ability to track deliveries is obligatory.
5. Stand-By/Emergency Deliveries - vendor shall be able to dispatch compartment tank wagon trucks for provision of gasoline fuel to any City locations or fuel sites within 4 hours of receipt of notification. If necessary, additional tank wagon will need to be dispatched after notification.

Vendor must provide a name and telephone number of the person who will serve as the 24-hour, seven-day contact.

Name: _____
Telephone: _____

Vendor shall state the charge for the Stand-by Emergency delivery per hour, portal to portal, including loading: \$ _____/hour.

Vendor shall maintain records of monthly volumes of various fuels delivered to each of the City's locations and shall provide the City monthly reports of all purchases, itemized by number, location, date delivered, quantity in gallons, type of fuel, the effective price, all taxes and fees. This monthly report must be submitted with 15 days following each month.

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: **Bulk Renewable Diesel and Gasoline /23-11579-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 Abo, 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: **Bulk Renewable Diesel and Gasoline /23-11579-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: _____

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 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: _____

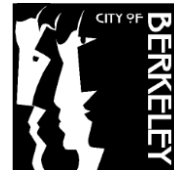
Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Bulk Renewable Diesel and Gasoline /23-11579-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 _____, _____
(State) (City)

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: _____