



**Finance Department**  
General Services Division

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Specification No. 24-11626-C**  
**FOR**  
**Berkeley Water Transportation Pier Ferry Project Engineering & Design**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for engineering and design services for the Berkeley Water Transportation Pier Ferry (WTPF) Project. As a Request for Qualifications (RFQ) this is not an invitation to bid.

The project scope, content of proposal, and vendor selection process are summarized in the RFQ (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, January 23, 2024.** Proposals are to be sent via email with the “**Specification No. 24-11626-C**” and “**Berkeley WTPF Project Engineering & Design**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the Statement of Qualifications (SOQ) with the filename saved as, “**SOQ - 24-11626-C - Berkeley WTPF Project Engineering & Design**”.

**Email Proposals to:**  
City of Berkeley  
Finance Department/General Services Division  
[purchasing@berkeleyca.gov](mailto:purchasing@berkeleyca.gov)

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

**For questions** concerning the anticipated work, or scope of the project, please **contact Liza McNulty, Project Manager, Capital Improvement Program Manager, via email at [LMcNulty@berkeleyca.gov](mailto:LMcNulty@berkeleyca.gov)** no later than **January 10, 2024**. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](https://www.ci.berkeley.ca.us/bid-proposal-opportunities). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320. We look forward to receiving and reviewing your proposal.

Sincerely,

Darryl Sweet  
General Services Manager

## **I. BACKGROUND**

### Project Introduction

The Berkeley Municipal Pier was closed in July, 2015 due to visually observed structural problems on the underside of the concrete decking and pilings. In 2017, the City retained a structural engineering firm (GHD) to assess the problem and develop a range of potential solutions and costs. In 2018, the Water Emergency Transportation Authority (WETA) staff-initiated discussions with City staff regarding the possibility of new ferry service at the Berkeley Waterfront. During those initial discussions, WETA and City staff realized that it could be cost-effective to investigate a single pier that would provide two uses – ferry service and public recreation. In 2019, WETA and the City Council authorized a Memorandum of Understanding Agreement (MOU) to jointly fund a planning study to evaluate the feasibility of a dual-purpose pier.

In December 2021, staff presented the preferred concept from the Feasibility Study (*Feasibility Study for the Ferry Facility at Berkeley Municipal Pier*, GHD, June 2023) to City Council (*Large Scale Ferry Feasibility Study – A Preferred Concept*, Worksession Memorandum, December 7, 2021). The next phase of the Project is to complete engineering, environmental, and design efforts. **This Request for Qualifications (RFQ) is for engineering and design services for the Berkeley WTFP Project.**

### Project Description

The project will replace approximately the first 1,080 Linear Feet of the existing failed pier (as measured from the eastern-most side of the existing Pier) at the Berkeley Marina with a new pier and ferry infrastructure. Additionally, the project includes landside improvements related to the pier and ferry such as public transit, vehicles, bicycles, pedestrians, and Bay Trail.

Conceptual waterside elements include:

- A new ferry boarding pier (580 LF) extending from the shoreline at Seawall Drive westward to a new breakwater. The ferry pier will include new piles, boarding float(s), gangway(s), and security entrance.
- A new breakwater structure (400 LF) perpendicular to the new pier to create a safe harbor from the predominant southwesterly wind and waves for ferry boarding on the north side of the new pier. The breakwater will have surface decking to allow public access.
- An extension of the new pier from the breakwater westward into the Bay for public access (500 ft long). All together, these elements will provide approximately 1,480 feet of pier available for ferry and public access.
- The new pier will be 22 feet wide to accommodate both ferry foot traffic, public access, and emergency and maintenance vehicles (the existing failed pier is 22 feet wide).
- Waterside electric vessel charging infrastructure which may include batteries, charging cables, switch gear and other related facilities or equipment.

Conceptual landside elements include:

- A renovation of the existing parking lot (330 total spaces) whereby 250 parking spots will be designated for ferry users.
- Street improvements at Seawall Drive with new pavement, drop-off zone for shuttles, rideshares, and family vehicles, safety striping for vehicle, bicycle, and pedestrian crossings, and stormwater bioswales to treat stormwater.
- Street improvements at University Ave with new layover pullouts for public buses and shuttles, safety striping for vehicles, bike lanes, and pedestrian crossings to the ferry terminal.
- Extension of the existing Bay Trail at the Marina westward (from Adventure Playground) to the ferry terminal.
- Renovated pedestrian pathways and safety lighting, new restroom, new fish cleaning area, trash receptacles, benches, and other amenities.

- Relocation of the existing parking zone along Seawall Drive from the west side to the east side of the road to allow for the Bay Trail Extension connecting to the ferry terminal.
- A new water access point at the small peninsula at the southwest corner of Seawall Drive.
- Landside electric vessel charging infrastructure which may include batteries, charging cables, switch gear and other related facilities or equipment.

This conceptual scope may be modified based on the results of environmental and engineering studies and final design.

### Project Partners & Funding

Project partners and funding sources for this work include:

- Alameda County Transportation Commission (Vehicle Registration Fee) (ACTC)
- State of California Coastal Conservancy (SCC)
- Water Emergency Transportation Authority (WETA)

### Project Reference Files

All proposers should familiarize themselves with existing Project documents, including but not limited to the WETA Berkeley Ferry Service Business Plan: (<https://weta.sanfranciscobayferry.com/current-projects/berkeley-ferry>), and Feasibility Study for the Ferry Facility at Berkeley Municipal Pier (GHD, June 2023) and additional background files are available at the City's Project website: <https://berkeleyca.gov/your-government/our-work/capital-projects/berkeley-pier-ferry-access-project>

## **II. SCOPE OF SERVICES**

The Final Scope of Services will be developed with the selected firm, is anticipated to include but will not be limited to, the following tasks:

### **a. Engineering Studies:**

- i. Geotechnical & Geologic Investigations for piles and land-side elements (e.g., abutment, roadway, parking lot, pathways, etc.)
- ii. Base Mapping:
  - Base Map of area where landside improvements are necessary, including topographic mapping, identification of property, right-of-way, easement and/or jurisdictional lines, underground and above ground utilities, etc.
  - Bathymetric Survey as needed for development of detailed design.
- iii. Sediment Sampling & Testing as required
- iv. Stability analyses for floats as required
- v. Design Parameters - Finalize all design parameters required for design development. This task is anticipated to substantially confirm and adopt standards outlined in the 2023 Feasibility Study. Design parameters include, but are not limited to:
  - Design Vessel Parameters (WETA to provide), including clearances and operational assumptions such as pin-wheel turns.
  - Coastal Engineering Analyses for dynamic water levels, sea level rise, wind-wave conditions, breakwater design, etc.
  - Structural Engineering Analyses for number, size and types of piles supporting pier structure, and design parameters to meet seismic criteria for Essential Facility.
- vi. Dredging Analysis - On the basis of bathymetric surveys, determine extent of dredging required for the Project, including associated Berkeley Marina Channel requirements.
- vii. Stormwater Runoff / Treatment as required
- viii. ADA access, slopes, etc.

- ix. Utilities - Assessment of existing electrical and mechanical components capacity and Project needs, identify scope of upgrades as required.

Much of this information was developed on a preliminary basis for the Feasibility Study. The goal is to leverage the existing analyses completed to date while ensuring an efficient, value engineered design.

**b. Preliminary Design (~30%) for Environmental Analyses & Permitting:**

Preliminary design elements are anticipated to include, but not be limited to:

- Determination of demolition scope, if any.
  - Determination of number, type, approximate location, depth and construction method for all in-water piles, including those required for pier, for ferry float, fenders, etc.
  - Layout of traffic, parking & pedestrian circulation routes to sufficient detail; to determine CEQA, NEPA, and recreational impacts, if any, to existing land uses.
  - Development of construction equipment, schedule, stockpile and access routes to sufficient detail to determine construction impacts and prepare environmental permit applications.
- i. The City will hire an Environmental Consulting team to conduct environmental studies, impact and mitigation analyses, and to prepare environmental documents and permit applications. The Design team will work closely with the Environmental team to ensure the Project minimizes environmental impacts to the maximum extent feasible, including the incorporation of mitigation by design where feasible.
  - ii. In coordination with the Environmental Consulting team and City staff, develop the basis of design / design development to the level of detail necessary for the completion of environmental impact & mitigation analyses and environmental permit preparation for construction in San Francisco Bay waters and shoreline. This includes the development of material selection and construction means where such specifications have the potential to meaningfully impact environmental analyses. This scope is anticipated to require cost estimating and alternatives analysis in order to determine the least impactful feasible Project details.
  - iii. Focused cost estimates where required to inform design alternatives
  - iv. City and Environmental Consulting team will be the lead for the actual preparation and submittal of environmental permit applications. Design consultant will provide drawings, exhibits, develop the narrative text and/or lists of construction equipment and methodologies, estimates of quantities (excavation, fill, dredge, access, stockpile, staging) to be used in environmental documents and permit applications.

**c. Final Design & Building / Use Permitting:**

- i. The Final Design will include the development of Project Plans, Specifications and Cost Estimates (PSE) to a bid-ready level. Interim submittals will be required at the 60% and 90% design development level.
- ii. Use Permit - The Project is located in an unclassified zoning district and a use permit is required to establish any use ([Berkeley Municipal Code BMC 23.208.020](#), B.2). The 60% Plans will be used to prepare the Use Permit Application. Consultant shall develop plans and support preparation of the Use Permit application, including but not limited to Project renderings and attend Commission Meetings.
- iii. Building Permit - The 90% design will be used for the building permit application. Consultant shall support the preparation of the permit application materials, response to permit comments including plan revisions as required, and attend meetings for Project building permit as required.

- iv. Bid Plans, Specifications & Cost Estimate - Project PSE will be updated to incorporate all Use Permit, Building Permit and Environmental Permit conditions. Environmental permits obtained by others.
- v. WETA has completed multiple recent water transit projects. The goal for the Berkeley Project is to maximize the incorporation of successful design elements implemented by WETA elsewhere. For illustrative purposes, the following materials are provided. Upon selection of the highest ranked design consultant additional details and specifications will be provided to inform the resulting design scope and cost estimate.
  - A) FTX Float and Gangway - General
  - B) FTX Float and Gangway – Design Criteria
  - C) FTX Float and Gangway – Piling Details
- vi. Bid Support Services - Consultant will attend pre-bid conference, support the City in response to questions and preparation of additional exhibits as needed to facilitate the bid process.

**d. Construction Administration:**

- i. The contract will include construction administration throughout the Construction Phase as a future task, to be authorized via Contract Amendment once the Project construction schedule is determined. Construction administration will include attendance at site visits and Owner/Architect/Contractor meetings, review and response to submittals, responding to requests for information and development of Project bulletins.
- ii. Construction Administration Phase will be authorized via Contract Amendment once the construction schedule and funding has been defined.

**e. Milestone Schedule:**

<b>Milestone</b>	
Publish RFQ for Engineering & Design	12/15/2023
Proposals Due	01/23/2024
Interviews Complete	02/02/2024
Council Award of Engineering & Design Contract	03/12/2024
NTP to Engineering/Design Team	03/22/2024
Completion of Engineering Studies	12/31/2024
Complete Preliminary (30%) Design	02/01/2025
Complete 60% Design	06/01/2025
Prepare & Submit Use Permit Application	08/01/2025
Complete 90% Design	12/31/2025
Submit Building Permit	02/01/2026
Receive Use Permit	02/01/2026
Receive Environmental & Building Permits	09/01/2026
Final Bid Ready Package	01/01/2027

This Project is anticipated to be constructed as a design-bid-build project.

**III. SUBMISSION REQUIREMENTS**

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

A. Consultant Identification:

Provide the name of the prime consultant firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.

B. Firm Experience:

Provide a listing of projects completed by the primary firm within the past five (5) years involving design of pier / ferry structures, with a focus on structures within the San Francisco Bay. This listing should include a brief description of each project including budget, key staff and their role on the project, the location, date, and (if possible) the address and telephone number of a contact person.

C. Individual Staff Experience:

Provide a listing of each key staff person in the firm who will be assigned to the project and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, related experience, educational background, and years of experience with the team. The SOQ should identify specific individuals proposed to provide day-to-day management and perform key functions for this Project.

D. Consultant Team:

Provide a description of the team, the organization and its general experience, and specific experience of assigned staff. Provide a listing of similar projects of similar scope, which have been completed by members of the consultant team within the past five (5) years. This listing should include a description of each project; the location; construction cost; date; and (if possible) the clients' name, address, and phone number of a contact person.

E. Client References:

Provide a minimum of three (3) client references for the prime Consultant. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction. Additional client references from key consultants included on the team are encouraged, but not required.

F. Project Team Organization:

Provide a chart showing the names and assignments of all consultants (and their key personnel including an estimate of each individual's time commitment to the project. The chart should include proposed lines of communication with City staff. Any proposed sub-consultants should be clearly identified on the chart, and, if relevant, the names of key sub-consultant personnel provided.

G. Project Understanding and Approach:

This section of the SOQ should include a clear description of the Consultant's understanding of the project and state the approaches and methodologies which the consultant proposes to undertake in order to meet the stated objectives of the City. Provide a work plan with as much detail as needed to describe how the required services and scope of work will be performed.

H. Quality Assurance/Quality Control (QA/QC):

This section of the SOQ should address any QA/QC program the proposer has established or proposes to establish and utilize throughout this project.

I. Contract Terminations:

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

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

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

J. Billing Rates:

Billing rates for all classifications and direct costs shall be submitted for all consultants. Rate should include unit billing rates, overhead rates, direct costs, travel, markup, and equipment costs as applicable. Proposed annual escalation of rates should be identified. Although Billing Rates will not be used in SOQ evaluation, the submitted Billing Rates will be used as a basis for negotiations of budget with the selected consultant.

#### **IV. CONSULTANT SELECTION PROCESS**

Evaluation will include, but is not limited to the criteria below based on 100-point scale:

<b>Experience and Demonstrated Ability of the Team</b> in providing similar projects (Prime consultant and sub-consultants)	25%
<b>Appropriate Relevant Experience and Skills</b> of specific personnel identified (project managers and other key personnel)	25%
<b>Client References</b>	20%
<b>Overall Quality of the Response</b> and conformance with RFQ requirements for content.	30%
<b>Total</b>	100%

**Local Vendor Preference. – Up to five (5) additional points may be awarded for Berkeley-based businesses (see the table in section VII.F. – Local Vendor Preference)**

After a review of the proposals from the respondents, the City will develop a short-list of the top ranked respondents. The City may ask the short-listed proposers to make oral presentation to answer any questions the City may have and clarify their proposal, and/or prepare a detailed proposed scope of services for evaluation. The City will then rank the short-listed proposers and negotiate a satisfactory contract with the top ranked respondent. If the City is unable to reach agreement with the selected respondent, the City will repeat the negotiation process with the next highest ranked respondent, and so on, as necessary.

**The City reserves the right to reject any and all submissions.**

#### **V. PAYMENT**

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

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

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



## **VI. CITY REQUIREMENTS**

### **A. Non-Discrimination Requirements:**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030) Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants.

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

### **B. Nuclear Free Berkeley Disclosure Form:**

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

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

### **C. Oppressive States:**

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

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

### **D. Sanctuary City Contracting Ordinance:**

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

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

### **E. Conflict of Interest:**

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

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

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

**F. Berkeley Living Wage Ordinance:**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract.

The current Living Wage rate can be found here:

[https://www.cityofberkeley.info/Finance/Home/Vendors\\_Living\\_Wage\\_Ordinance.aspx](https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx).

The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**G. Berkeley Equal Benefits Ordinance:**

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

**H. Statement of Economic Interest:**

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

**VII. OTHER REQUIREMENTS**

**A. Insurance:**

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

**B. Worker's Compensation Insurance:**

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

**C. Business License:**

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

profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

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

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

**D. Recycled Paper:**

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

**E. State Prevailing Wage:**

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

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**F. Local Vendor Preference:**

***City of Berkeley applies a local vendor preference for scoring RFQ submissions (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.”

Pricing is not considered while reviewing competitive responses for professional services. When evaluating a technical response for professional services, local Berkeley business can earn an additional five (5) points by meeting the following years as a local Berkeley-based business:

Years as a Local Business	
Years in Berkeley	Additional Points
0 - 5	1
6 - 10	2
11 - 15	3
16 - 20	4
20 +	5

As an example, if a firm is evaluated and their score is 85/100, and they have been a (verifiable) Berkeley business for 25 years, five (5) points would be added to their score under the heading of “local vendor preference”, and their adjusted score would be 90/100.

**VIII. SCHEDULE (Dates are subject to change)**

<input type="checkbox"/> Issue RFQ to Potential Bidders:	12/15/2023
<input type="checkbox"/> Questions Due	01/10/2024
<input type="checkbox"/> Proposals Due from Potential Bidders	01/23/2024
<input type="checkbox"/> Complete Selection Process	02/09/2024
<input type="checkbox"/> Council Approval of Contract (over \$50k)	03/12/2024
<input type="checkbox"/> Sign and Process Contract	03/21/2024
<input type="checkbox"/> Notice to Proceed	03/22/2024

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

**Attachments:**

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

**Exhibits:**

- FTX Float and Gangway - General
- FTX Float and Gangway – Design Criteria
- FTX Float and Gangway – Piling Details
- Sample Contract
- Extent of Recent Bathymetric Survey

## ATTACHMENT A

### CHECKLIST

- Statement of Qualifications (including all information outlined in Section III)
- The following forms, completed and **signed in blue ink** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Sanctuary City Compliance Statement Attachment E
  - Living Wage Form (*may be optional*) Attachment F
  - Equal Benefits Disclosure Form (*may be optional*) Attachment G

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR(S) AFTER COUNCIL APPROVAL TO AWARD CONTRACT.**

- Provide **original-signed in blue ink** Evidence of Insurance
  - Auto
  - Liability
  - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment J
- Berkeley Business License

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Business Lic. #: \_\_\_\_\_

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

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

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

**Attachment B (page 1)**

## Occupational Categories

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

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

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

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

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

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

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

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

**Attachment B** (page 2)

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

I (we) certify that:

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

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

**Attachment C**



**CITY OF BERKELEY**  
**Oppressive States Compliance Statement for Personal Services**

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

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

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

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

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment D**

**CITY OF BERKELEY**  
**Sanctuary City Compliance Statement**

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

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

SCCO CompStmt (10/2019)

**Attachment E**



**CITY OF BERKELEY**  
**Living Wage Certification for Providers of Personal Services**

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

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

**Section I.**

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

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?  
**YES** \_\_\_\_ **NO** \_\_\_\_

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

b. Do you have six (6) or more employees, including part-time and stipend workers?  
**YES** \_\_\_\_ **NO** \_\_\_\_

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

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

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?  
**YES** \_\_\_\_ **NO** \_\_\_\_

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

b. Do you have six (6) or more employees, including part-time and stipend workers?  
**YES** \_\_\_\_ **NO** \_\_\_\_

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

**Section II**

**Please read, complete, and sign the following:**

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

**Section III**

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

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

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Representative

**CITY OF BERKELEY**  
**Equal Benefits Ordinance Disclosure Form**

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

**The EBO is applicable to the following employers:**

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

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

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

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

**Compliance with the EBO**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

**Attachment G**

**CITY OF BERKELEY**  
**Right to Audit Form**

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Contract Description/Specification No: **24-11626-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

**Attachment H**

**CITY OF BERKELEY**  
**Commercial General and Automobile Liability Endorsement**

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

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expir. Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Sean Rose, Manager of Engineering, Department of Public Works, 1947 Center Street, 4<sup>th</sup> Floor, Berkeley, CA. 94704
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

\_\_\_\_\_  
Insurance Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Underwriter's  
Authorized Representative



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: \_\_\_\_\_