



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 09-10429
FOR
Building Performance Testing and Energy Retrofit Services
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to perform Whole-building Performance testing on three separate residential-scale buildings, and complete energy efficiency improvements using the performance-based standards set forth by RESNET and used in EPA Home Performance with Energy Star program. A loading-order approach that eliminates lost opportunities is preferred. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Thursday, May 28, 2009**. All responses must be in a sealed envelope and have **“BUILDING PERFORMANCE TESTING”** and **Specification No. 09-10429** clearly marked on the **outer most mailing envelope**. Please submit one original and **three** copies of the proposal as follows:

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

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

There will be a **mandatory** walk-through of the three sites on Tuesday, May 19, 2009, beginning at 8 AM at the BAHIA School, 1720 8th Street, and continuing on to the other sites. All proposers must be on site by 8 AM. No proposals will be accepted from companies not attending this walk-through. All questions not answerable at the time of the walk-through will be answered in writing and posted on the City's website listed below.

For questions concerning the anticipated work, or scope of the project before the walk-through has been conducted, please **contact Alice La Pierre, Project Manager**, via email at **energy@cityofberkeley.info** no later than Wednesday, May 20, 2009. It is the vendor's responsibility to check for answers to questions or any addenda on the City of Berkeley's website at **<http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>**. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Sharon Thygesen
General Services Manager

I. INTRODUCTION

The City of Berkeley is seeking building performance testing and energy upgrades to three residential-scale buildings using Home Performance with Energy Star and RESNET standards, and generating a Home Energy Rating (HERS) for each site.

The three sites are:

- BAHIA Pre-School, 1720 8th Street
- Berkeley Mental Health Administration building, 2636 Martin Luther King Jr. Way
- Bridgette House Transitional Housing, 2213 Byron Street

Energy upgrades will vary according to the needs at each site. The contractor will be responsible for performing building envelope pressure testing and duct testing where applicable, providing the test data to the Project Manager, and making recommendations for energy improvements based on existing conditions at each site, and the available budget. The final scope of work will be determined based on the needs of each building in accordance with the Home Performance with Energy Star standards, and must be approved by the Project Manager.

All work must be done in accordance with accepted standards of the EPA's home Performance with Energy Star as used by the Building Professionals Institute and California Building Performance Contractor's Association, (www.CBPCA.org). The successful proposer must have at least one crewperson on site who has successfully completed the full CBPCA training for BPI certification, or have BPI certification, and be a HERS rater who can ensure a quality retrofit. The successful candidate must be an approved contractor or company listed in good standing with the California Building Performance Contractor's Association, or has Building Performance Institute accreditation. All subcontractors must be supervised by a CBPCA-trained or BPI certified contractor.

Budget: Contractor will complete all testing and approved energy improvements for the sum of \$43,300. The contingency set aside will increase the total not to exceed \$50,000. Total base costs must include permits for replacing sheathing and siding at BAHIA School, and furnace installation at Berkeley Mental Health building. Contractors should consider the \$43,300 to be the budget for the purpose of this RFP. Those initial budgets that exceed this amount will not be considered.

TERMS:

Air Changes at 50 Pascals (ACH50): The number of times that the complete volume of air of a building is exchanged for outside air.

Air Sealing: closing gaps, holes, and penetrations in the building envelope using the appropriate material for the job, such as fire-rated caulking, minimal expanding foam, duct mastic and other materials.

AFUE – Annual Fuel Efficiency Utilization: The laboratory-derived efficiency rating for heating appliances that accounts for chimney losses, jacket losses, and cycling losses.

Blower Door: The device consisting of a fan, a removable panel, and gauges to measure the amount of air extracted from a building in order to determine the leakage.

Blower Door Testing: The use of a Blower Door to test the air leakage of a building envelope by setting the equipment up in a doorway, exhausting the air from the building, and leaving it in negative pressure to measure the amount of air escaping in cubic feet per minute

British Thermal Unit (Btu): The amount of energy needed to raise one pound of water by one degree Fahrenheit.

Building Performance Institute: The non-profit organization that trains, certifies, and verifies the quality of their membership of energy professionals and contractors who perform high-quality energy and building retrofits.

Building Performance Testing: The use of specific equipment by trained professionals to verify the amount of air leakage from a building envelope, including the use of a "blower door."

California Building Performance Contractors Association (CBPCA): The non-profit organization that trains, certifies, and verifies the quality of their membership of energy professionals in California.

Cellulose Insulation: Insulation material made from used newspaper and wood waste and treated with fire retardants; used in walls and attics, and may be installed wet in spray-on applications, or dry in dense-packed insulation. For the purposes of this RFP, cellulose insulation should be dense-packed into walls to achieve R20 value.

Cementitious Siding: A non-biodegradable material composed of cement and fiberglass, and formed into siding panels for building cladding. For the purposes of this RFP, all cementitious siding must be moisture-protected by priming on both sides of the board.

Duct Blower: A device consisting of a fan and gauges used to pressurize ducts where the registers have been sealed, in order to determine the amount and location of air leaks.

Envelope: The building shell, including the exterior walls, floor, and roof assembly of a building. May also denote a finished basement floor and walls.

Flashing: Waterproof material used to prevent leakage at intersections between parts of the building assembly, such as window trim and walls, or chimneys and roofing.

Fiberglass: A fibrous mineral made by spinning molten glass. For the purposes of this RFP, fiberglass insulation may not be left exposed in any application.

Fire Stop Detail: A framing member, or fire-resistant caulking or other non-combustible material such as dense-packed cellulose, which inhibits the spread of fire throughout a cavity.

Flue: A channel within an appliance or chimney for combustion gases.

Floor Joists: the framing members that support the floor, and may also have insulation installed between them, which must be in contact with the floor above.

Fogging Machine: A device that produces theatrical “smoke” or fog, which is used in conjunction with a duct blower to allow visual location of air leaks.

Infrared Test: The use of an infrared camera to visually inspect for heat loss or water damage.

Knee Wall: The short wall in an attic space connecting the attic floor with the attic roof. For the purposes of this RFP, all knee walls should be air sealed and insulated.

Low E (Low Emissivity): A reduced emissivity rating applied to glazing that has been treated with a spectally-selective coating to reduce heat loss; also know by its U-factor rating.

Make-Up Air (Combustion Air): Air supplied to an appliance to replace air used in combustion.

Moisture Barrier (Vapor Barrier): A sheeting that controls the flow of moisture through a building assembly.

Natural Gas Appliance Test (NGAT): A test of any natural gas appliance that checks for back-drafting, spillage or other leakage of flue gases into the conditioned space, as well as testing for any gas leaks from piping or fittings. For the purposes of this RFP, any defects discovered through the NGAT should be corrected immediately.

Radiant Barrier: Foil sheeting designed to reflect radiant heat, or retard the emission of infrared heat.

Radon: A radioactive gas that decomposes into radioactive particles, and can be emitted by soils under buildings.

Return Air: Air circulating back to the furnace through a duct, to be heated by the furnace and supplied to rooms throughout the building.

Sheathing: A structural sheet attached on top of the framing underneath siding and roofing of a building.

Siding: Any building material used for covering a building surface.

Thermal Break: The use of a relatively low-conducting material between two high-conducting materials.

Thermal Bridging: Rapid heat conduction resulting from direct contact between very thermally-conductive materials, such as metal and glass, or wood-to-wood.

U-Factor: The amount of heat that will flow through a square foot of building cross section experiencing a temperature difference of 1 degree Fahrenheit.

II. SCOPE OF SERVICES

Term of Contract: July 6, 2009 to July 9, 2010 for the following City of Berkeley locations, in the following sequence:

- **BAHIA Pre-School**, 1720 8th Street
 - i. All testing and improvement work on BAHIA Pre-School must be completed before October 2009.
- **Berkeley Mental Health Administration** building, 2636 Martin Luther King Jr. Way
 - i. All testing and improvement work on Berkeley Mental Health should be completed before July 2010.
- **Bridgette House Transitional Housing**, 2213 Byron Street
 - i. All testing and improvement work on Berkeley Mental Health should be completed before July 2010.

BAHIA Pre-School Scope of Work (As-Built drawings provided):

1. South Wall, ~ 500 Square Feet; sheathing is significantly deteriorated and must be replaced
 - a. Remove exterior sheathing and window trim as needed, and all insulation, and properly dispose of materials, recycling any appropriate materials as available.
 - b. Install 5/8" sheetrock in second floor attic space on south wall gable end
 - c. Air seal the interior cavity using methods and materials in accordance with Home Performance with Energy Star' Thermal Bypass Checklist
 - d. Install new cellulose wall insulation, R20
 - e. Install new 5/8" non-VOC shear paneling on first and second storey gable end wall
 - f. Install new radiant foil barrier (see spec. sheet)
 - g. Install new cementitious fiberboard siding with style and paint to match (E) siding; paint both sides of cementitious board for moisture protection.
 - h. Trim our corners and windows to match (E)
 - i. Contractor will leave site clean and safe at the end of each day. If needed, contractor will provide safety fencing on the exterior of the south wall to prevent vandalism while work is in progress.
2. Heating System
 - a. Air seal and insulate any partially-insulated ducts to within 15% improvement (Note that furnace has been recently replaced, and ducts have recently been partially sealed and insulated.)
 - b. Add duct for furnace combustion make-up air directly to furnace; seal and moisture proof remaining attic hole.
 - c. Create new hinged attic hatch with gasketing; insulated to R38 with rigid insulation
3. HERS Performance Building Envelope pressure test
 - a. Air seal building leaks to within 80% improvement, or provide documentation on the non-feasibility of 80% improvement
 - b. Install attic insulation (R38 or greater) in existing second floor attic pitched roof, and any uninsulated knee walls; exposed fiberglass is unacceptable.
 - c. Provide dedicated duct at the roof for existing furnace to provide combustion make-up air; patch and repair any remaining space at ceiling hole;
 - d. Other energy improvements as needed within budget constraints
 - e. Contractor will perform envelope test-out to verify air sealing, and provide results.

Berkeley Mental Health Administration Building Scope of Work (As-Built drawings provided for 2-storey plus walk-in basement former residential building)
Conduct Building Envelope Test-in.

1. Heating System: Remove and properly dispose of first floor and second floor wall heaters, and first floor in-floor heater.
 - a. Remove flue from first floor wall heater, and insulate, seal & repair exterior wall to match existing wall.
 - b. Install new Energy Star-rated 30,000 Btu Variable Speed furnace, with 95% AFUE in basement (see specification sheet) Air handler and plenum to be sealed and insulated.
 - c. Install combustion air intake ducting from furnace to outside of the east side of the basement in accordance with manufacturer's requirements
 - d. Install new 7-day programmable thermostat in the first floor hallway.
 - i. Heating set point: 68 F. for building during operational hours
 - e. Perform calculations for duct supply and register sizing and locations using Manual J, and install appropriate new ducting; pre-insulated flexible ducting is allowed. All splitters and boots must be sealed and insulated.
 - i. Maximum allowable duct leakage for new duct is 8 cfm / 100 sq. ft.(8%) of conditioned floor area as certified for HERS Rating.
 - f. Plumb gas line to new furnace, and vent to outside using former flue space from first floor water heater (previously removed)
 - g. Add electrical connection for furnace blower.
 - h. Use former floor furnace space for return air ducting; verify sizing using Manual J.
 - i. Install new flexible ductwork, boot and register to second floor in location of existing wall heater.
 - i. Install wall register in central hallway.
 - j. Install new flexible duct, boot and register to each of the following first floor room
 - i. Meeting Room
 - ii. Office #1
 - iii. Office #2
 - iv. Kitchen
 - k. Perform HERS Duct Pressure Test on complete system and seal remaining leaks to above specifications.
2. Energy Star Thermal Bypass Inspection Checklist Measures
 - a. Attic Eave baffles
 - b. Air barrier / fire stop sealing at all penetrations in all walls, floors, ceilings, chases, stairwells and dropped ceilings including any remaining gaps, sealed with caulk or foam (provide fire-rated collars and caulking where required)
 - i. Create new attic hatch in upper hallway for ease of access; pull-down stairs acceptable, provided R38 and proper air sealing can be achieved with attic stair tent or covers or caps.
 1. Provide new gasket/seal and insulation to R-38 on hatch cover or stair cover.
 - ii. Permanently seal and insulate old attic hatch in upstairs office (northwest corner) closet.
3. Insulate Attic to R-38 with cellulose insulation.
4. Insulate entire first floor basement /crawl space ceiling between floor joists with R-19 encapsulated fiberglass batts or other acceptable material, using spring ties every 14" to hold in contact with floor above. Loose or exposed fiberglass insulation is unacceptable. Insulation should not be attractive for rodent nesting material.

5. Meeting Room: Insulate and permanently seal fireplace flue with non-combustible material and caulking; caulk windows using backer rod or other material; seal any other penetrations, including space around outlets and switches.
6. North East Second Storey Office Window: Remove plastic from opening, and any remaining pulleys, weights, and trim, and clean and prep frame. Insulate voids; prep for new double-hung Low E II wooden window to match original double hung wooden windows; purchase and install new window; install exterior flashing and moisture-proof caulking; caulk windows using backer rod or other material; seal any other penetrations, including space around outlets and switches.; patch and paint as needed.
7. Perform whole building performance test when above work is complete; make corrective improvements and retest for 75% improvement, or provide documentation on the non-feasibility of 80% improvement.

Bridgette House (photo images provided)

1. Conduct Building Envelope Performance Test-in.
2. Conduct HERS Heating Duct pressure test-in
 - a. Replace first floor exit door on south wall with Pella Insulated Fiberglass Twin 8"x 6" Colonial Lite Door (see specification sheet)
 - b. Replace second floor exit door on east wall with Pella Insulated Fiberglass Twin 8"x 6" Colonial Lite Door (see specification sheet)
 - c. Air-seal attic penetrations with fire-rated caulk as appropriate.
3. Heating System
 - a. Repair defects in ductwork; seal and insulate ducts
 - b. Re-test ductwork; Maximum allowable duct leakage is 6 CFM to outdoors / 100 sq. ft.(6%) of conditioned floor area as certified for HERS Rating.
4. Increase attic insulation to R42
 - a. Seal attic floor at all penetrations in walls, floors, ceilings, chases and dropped ceilings including any remaining gaps, sealed with caulk or foam (provide fire-rated collars and caulking where required)
 - b. Canister lights: air seal penetrations with appropriate caulk; create barrier around them if not insulated, before insulating attic.
 - c. Add attic venting as needed
5. Conduct HERS duct performance test-out to specifications as above.

III. SUBMISSION REQUIREMENTS

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

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person, Berkeley Business license and company tax identification number. Business licenses can be obtained from the Finance Department using the Vendor Information Form included in this packet.

2. Client References:

Provide a minimum of three (3) client references. References should be for projects that are similar in scale and scope. Provide the designated person's name, title, organization, address, telephone number, email address, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The proposal shall include pricing for all services, materials and appropriate warranties. Pricing shall be all-inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, itemize large items or materials, such as equipment and cementitious siding, and all other charges related to completion of the work.

Note on maintenance costs: Equipment purchased in this RFP must include the maintenance cost for 3 years beyond the initial warranty period of the equipment. The cost must be requested in the RFP pricing section. The maintenance cost must be included and evaluated as part of the pricing evaluation.

4. Contract Terminations:

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

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

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

IV. SELECTION CRITERIA

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

1. References: (20 points)
2. Costs: (20 points)
3. Comprehensiveness of Testing and Energy Retrofit of Installed Measures, using Loading Order and avoiding lost opportunities; greatest numbers of measures included in proposal: (40 points)
4. Experience in successfully performing projects of similar scope: (20 points)

A selection panel will be convened of staff from the Office of Energy & Sustainable Development for the review of these 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. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Alice La Pierre, Project Manager

Payments: The City will make monthly progress payments to the vendor within 30- days of receipt of a correct and complete invoice. Payments are subject to a withholding of 10% will be held from each payment, payable upon final completion of all projects.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

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

D. Conflict of Interest:

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

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$12.11 (if medical benefits are provided) or \$14.12 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

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

G. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds on the Insurance Certificate and on the Insurance Endorsement.

B. Worker's Compensation Insurance:

The 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.

Worker's Compensation Insurance cannot be waived for any person who employs others.

C. Business License

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

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

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

D. Recycled Paper

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

VIII. SCHEDULE (dates are subject to change)

☐ Issue RFP to potential bidders:	May 11, 2009
☐ Proposals due from potential bidders	May 28, 2009
☐ Complete Selection Process	May 29, 2009
☐ Award of Contract	June 2, 2009
☐ Sign and Process Contract	June 12, 2009
☐ Notice to proceed	June 17, 2009

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

Attachments:

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

ATTACHMENT A

CHECKLIST

- ☐ Proposal describing service (one original and three copies)
- ☐ Contractor Identification and Company Information
- ☐ Client References
- ☐ Costs proposal by Site: task, type of service & personnel performing HERS testing
- ☐ Submittals for furnace at Berkeley Mental Health site, including AFUE and warranty information
- ☐ 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
 - ☐ Living Wage Form (*may be optional*) Attachment E
 - ☐ Equal Benefits Disclosure Form (*may be optional*) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER CONTRACT AWARD.

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

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

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

Organization: _____

Address: _____

Business Lic. #: _____

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

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

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

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

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

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

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

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

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

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

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

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

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Building Performance Testing and Energy Retrofit Services / 09-10929**

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 No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

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

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

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **Building Performance Testing and Energy Retrofit Services / 09-10929**

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
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. ☐

Attachment E

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: **Building Performance Testing and Energy Retrofit Services / 09-10929**

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: _____

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: **Building Performance Testing and Energy Retrofit Services / 09-10929**

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

Attachment G

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Building Performance Testing and Energy Retrofit Services / 09-10929**

Attachment H

To be completed by
Contractor/Vendor

**Form EBO-1
CITY OF BERKELEY**



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
☐ Yes ☐ No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
☐ Yes ☐ No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ☐ Yes ☐ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? ☐ Yes ☐ No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? ☐ Yes ☐ No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- ☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
- ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
- ☐ Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ☐ Yes ☐ No

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this _____ day of _____, in the year _____, at _____, _____
(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: _____

Attachment I