

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089957-23-E,
Benchmarking Implementation Support**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089957-23-E, Benchmarking Implementation Support (Contractor).

RECITALS

On or about 10/12/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide consultant services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Sustainability and Mobility Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Anthony Moore, Senior Management Analyst
1200 Third Avenue, Suite 1800
Sustainability and Mobility Department (858) 492-6009
Amoore@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five (5) years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an annual amount not to exceed \$50,000 and a total not to exceed amount of \$250,000.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

NORESKO, LLC


 Proposer
 1 Research Drive, Suite 400C

 Street Address
 Westborough, MA 01581

 City
 508.614.1000

 Telephone No.
 BRieder@noresko.com

 E-Mail

BY: 

 Print Name:
 Claudia C. Abarca

 Director, Purchasing & Contracting
 Department

 September 5, 2023

 Date Signed


BY: 

 Signature of
 Proposer's Authorized
 Representative
 Brian C. Rieder

 Print Name
 Associate Vice President, Sustainability Services

 Title
 11/14/2022

 Date

Approved as to form this 6th day of
SEPTEMBER, 2023.
 MARA W. ELLIOTT, City Attorney
 BY: 

 Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	25
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	30
1. Qualifications of personnel adequate for requirement	
2. Availability of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
4. Other pertinent experience	
5. Knowledge of the locality of the San Diego, including regional landscape, areas of historical underinvestment, and how the geography impacts GHG reduction strategies	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	
	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	
	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding

System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. COVID Certification Form.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) seeks support for its building decarbonization programming and updating local benchmarking ordinance. These efforts align with the City's 2022 Climate Action Plan (CAP) to reach net zero emissions by 2035, Strategy 1 to decarbonize the building sector. The significant reductions in greenhouse gas (GHG) emissions from buildings citywide will include programs and policies to remove fossil fuels from buildings, including but not limiting to accurate energy utilization data reporting, community outreach and stakeholder coordination, and policy and plan development.

B. OBJECTIVE

The objective of this Request for Proposal (RFP) is to make an award to a qualified proposer that delivers the best value to the City in providing the services described herein. The City will work with consultant in building energy technologies and policy options to support the City's building decarbonization efforts. The consultant will provide technical support on benchmarking reporting, development of a revised benchmarking ordinance, and on policy development to support building decarbonization. The consultant or consultant team will also provide community outreach and stakeholder engagement support to thoughtfully and meaningfully engagement external stakeholders to provide awareness of, build understanding of, and give opportunity to provide feedback on benchmarking program and decarbonization work. Through this work, the City aims to: expand and update the Energy Benchmarking Ordinance (Ordinance), continue accurate and timely benchmarking reports, encourage implementation to energy efficient buildings, provide building owners with guidance and resources they need to increase their energy efficiency and limit reliance on fossil fuels through energy measurement, develop or inform decarbonization policy opportunities, and work with stakeholders to inform of decarbonization pathways, and ensure that energy consumption data is properly obtained, accurately interpreted, and reported correctly for benchmarking.

C. SCOPE OF WORK

The consultant is to support City staff over a 5-year timeframe with benchmarking report, development of a local benchmarking ordinance, and support for the larger decarbonization work program as outline in the described tasks below.

Consultant Qualifications

Consultant must be knowledgeable of environmental and social equity initiatives and understand the expectations of local governments buildings energy benchmarking ordinance efforts and sustainable energy goals.

Consultant must have a background in the residential and commercial real estate market including having knowledge about energy consumption and Greenhouse Gas (GHG) emissions monitoring. Additionally, have common knowledge of renewable energy and indoor environmental quality, and the capability to analyze energy data for sustainable procurement of energy consumption.

Lead in identifying buildings that exceed energy use metrics and identify energy efficiency tools for low performing buildings. Assist owners with finding energy saving programs and management of their buildings' energy consumption and assist the City and the public with gathering and submitting energy data into ESPM.

Must be responsive to the state and city energy regulations and goals. Work with commercial and multifamily Developers, building owners/operators and Property Managers with energy benchmarking. Compare buildings' energy performance and benchmarking data against similar buildings, sharing results with stakeholders and the public. Assist property owners to optimize benchmarking performances. Guide stakeholders and building owners and lead the evaluation of common energy goals by identifying and rewarding the public regarding their energy conservation and efficiency efforts.

Consultant must understand metering and submeters regulations as required by the local utility company. Have knowledge of the different energy utility providers and building types as pertain to metering. Capable of energy management on new and existing multi-family properties with submetering of individual buildings.

D. CORE TASKS

Task 1 – Benchmarking Marketing and Outreach

Consultant will assist City staff with marketing and outreach activities to promote the Ordinance and assist/educate building owners and property managers on how to meet the Ordinance requirements.

Task 1.1 Create Outreach and Engagement Plan

- Develop an outreach and engagement plan that outlines opportunities, anticipated timeframes, messaging, and outreach materials for City engagement with building owners and operators/property managers around existing benchmarking programs and requirements as well as the updated Ordinance. The plan should include ways to educate building owners and operators/property managers on the practicality of energy efficient buildings, potential cost savings, and how to report data to ensure data quality, and how benchmarking advances the City's climate action goals. The plan may also include, but is not limited to:
 - A system to identify and prioritize buildings that are the best candidates for energy efficiency upgrades, building retrofits, and other improvements
 - A list of key stakeholders and identified/targeted educational programming for each stakeholder / stakeholder group
 - Outreach timeline for meetings, workshops, events, or other engagement opportunities
 - Identified educational materials to raise awareness and understanding of benchmarking program and requirements

Deliverables:

- Benchmarking Engagement Plan
- Compile and update as needed, database of stakeholders with contact information

Task 1.2 Benchmarking Outreach and Presentations

- Coordinate and facilitate meetings, workshops, or other outreach events.
- Reach out to Real Estate groups, property management groups, and energy sustainability groups to help inform specific actions required by the local and California Energy Commission (CEC) benchmarking ordinances
- Provide training to City staff and identified partners and building owners/operators for program updates and professional development
- Send out mass notices and reminders of due dates, upcoming events, and other relevant energy source events sponsored and provided by the City

- Present to stakeholders and at appropriate seminars, workshops, or meetings; via webinars or in-person as determined by City staff
- Provide recommendations and resources to for better building energy performance and cost efficiency
- Help building owners and property managers find opportunities for energy efficiency improvement or decarbonization retrofits in their facilities
- Develop materials to inform and educate building owners on energy efficiency upgrades, building retrofits, and other improvements
- Provide materials to Community of Concern residents with energy efficiency resources and incentives specific to their community’s needs and existing resources

Deliverables:

- Create Energy Efficiency Programs and Outreach Materials (as requested by City)
- Present Webinars and at in person events for benchmarking programs, implementation guidance, and progress updates

Task 1.2.1 Commercial and Industrial property outreach

- Develop an electronic energy consumption portfolio for commercial building owners and operators containing a scorecard of their reported building’s energy performance.
- Work on establishing comparison of commercial building and property types within the commercial/industrial real estate marketplace.
 - Prepare kits for each commercial property identifying their property type as requested by owners and the City of San Diego, providing recommended improvements, retrofits, and energy efficiency upgrades.

Deliverables:

- Electronic energy consumption portfolio for commercial building owners
- Comparison chart of commercial/industrial buildings
- Educational outreach kits for commercial property owners

Task 1.2.2 Multifamily Residential property outreach

- Identify affordable multifamily programs (some buildings may be government owned). Work with the City of San Diego and San Diego County Housing Commission to determine exemption status of each building
- Identify multifamily property type (garden style, high-rise, mid-rise, low-rise), tailoring to stakeholders and developers, identifying benchmarking needs of multifamily properties
- Initiate energy incentives to owners, collaborating with local utility company and equitable programming.
 - Prepare energy saving kits according to property type as requested by owners and the City of San Diego, providing recommended improvements and energy efficiency upgrades.

Deliverables:

- Memo summarizing multifamily programs
- Educational outreach kits for multifamily owners

Task 2 – Benchmarking Data Analysis and Technical Support

Consultant will monitor reported data stats for buildings that are required by the City to report their building's annual energy data to the city and state, perform quality control functions, flag errors in benchmarking reports, and support other energy efficiency data management. Consultant will customize and maintain an interactive benchmarking map to provide the City with program information, including real-time display of accurate reported building data metrics.

Consultant will work closely with the CEC to maintain consistency with reported data that correlates with both the State and local benchmarking map visualizations.

The City currently uses Energy Star Portfolio Manager, Salesforce and CoStar to assist with customer support and benchmarking reporting administration. If applicable, the consultant will identify alternative platforms that meet the City's needs for its benchmarking program. The consultant will build a platform for researching properties, benchmarking building energy, collecting data, and completing data analysis reports. As a key task, the consultant will create, update, edit, and track all customers' records and annual energy data in a record management software.

The consultant will create a digital benchmarking data report for public visualization, displaying annual compliance rates, and improvement measures. Tastefully note buildings that are noncompliant as well as identify those that are exempt from the Ordinance.

Task 2.1 Benchmarking Data Report Support

- Guide and assist staff with developing rules and understanding quality control checks on imported data
- Create and design data reports
- Merge historical records with future data without overwriting historical records and create ongoing compliance records
- Create automated annual energy scorecards, which should be provided to building owners
- Maintain all data platforms

Task 2.2 Benchmarking Map Utilization and Updates

- Provide historical building metrics, data improvement percentages, and identify where improvement is needed
- Provide the ability to filter building data and compare buildings energy usage
- Embed clean data from Customer Relationship Management platform
- Maintain and regularly update benchmarking map

Task 2.2.1 Customer Relationship Management (CRM) Platform

- Develop a secured credentials log-in system for a city approved software database
- Generate Automated Building IDs
- Communicate with customers (property representatives) directly via phone and a secured email system
- Display benchmarking compliance status for each building for each year
- Create a Reference/Instruction Guide for City usage

- Import and maintain data sets from multiple sources
- Track buildings subject to Ordinance requirements
- Send correspondence/notifications to building-owners and managers subject to ordinance
- Provide a customer-side dashboard to track compliance submissions, access training and education materials, and request help from the benchmarking helpline
- Integrate (automatically or manually) with ENERGY STAR® Portfolio Manager® and with City systems as needed.

Task 2.2.2 Real Estate Database and Property Information

Consultant will need to retrieve current property lists from San Diego County Property Assessor and have access to a legitimate property database (CoStar, LoopNet, etc....) containing building and property characteristics, contact sources, and other necessary data analytics for customer support, research and reporting purposes.

Task 2.2.3 Energy Star Portfolio Manager (ESPM)

Consultant will be provided access to Sustainability & Mobility Department's Energy Star Portfolio Manager account may be required to review or report energy data on the City's behalf.

- Access energy data and upload in CRM for cleaning
- Conduct data analysis for selected and necessary fields
- Ensure Data Quality Checker was run for each report
- Eliminate duplicate reports
- Assist data reporters as needed
- Report City data to CEC annually
- Coordinate with San Diego Gas and Electric (SDG&E) on City's behalf to troubleshoot and fix any data sharing issues from SDG&E to ESPM
- Coordinate with SDG&E on City's behalf to help ensure accuracy of data uploaded to ESPM

Annual Deliverables:

- Establish a customer support dashboard and upload/update Salesforce data and customer information onto new platform prior annual benchmarking reporting cycle (**January 31st**)
- Conduct and ensure data verification
- Clean reported data from Energy Star Portfolio Manager by **July 1st**
- Submit cleaned data to the State's CEC (California Energy Commission) by **August 1st**
- Send building owners energy scorecards by **September 1st**
- Update map and provide cleaned reported data for public visualization by **August 1st**

Task 3 – Building Decarbonization Outreach and Support

Consistent with the City's Climate Action Plan, the consultant will support City staff in stakeholder engagement and policy development to support City decarbonization efforts. Building decarbonization efforts will include both energy efficiency and conservation steps as well as replacement of fossil fuel powered appliances. Building decarbonization efforts will address both new and existing development and consider nexus to other Climate Action Plan efforts, such as electric vehicles and required charging infrastructure.

Task 3.1 Stakeholder Engagement

- Generate outreach and education materials for stakeholder engagement efforts for building decarbonization programs, including but not limited to infographics, factsheets, StoryMaps, etc. Materials should include content specific to Communities of Concern, highlight co-benefits of decarbonization programs (clean air, affordability, etc.), and build awareness of incentive programs or rebates available
- Build an interactive web platform to connect stakeholders to share educational information on decarbonization, connect stakeholders to applicable incentive programs, and share plans and progress on City efforts
- Implement an equitable engagement process, which is inclusive to community involvement and public participation

Deliverables:

- Outreach and education materials
- Interactive web platform
- Support on equity centered community engagement

Task 3.2 Policy Development

Consultant will support City in potential development of equitable decarbonization policies. Decarbonization policies will be shaped to meeting the City's CAP goals, reduce GHG emissions, and support progress towards decarbonization. Policy development will consider unique needs for different building types, including single family, multi-family, commercial, and industrial. Policy development should consider City's equity goals and include completion of analysis on equitable implementation of decarbonization policies. Policies may also include consideration for the electrification of the transportation sector, such as requirements for EV charging stations. Policy development will utilize building stock data, stakeholder feedback, and best practices from research

Deliverables:

- In coordination with City staff, support research and development of decarbonization polices, ordinance, or building code updates.
- Equitable decarbonization policy analysis

Task 4: Project Management

Consultant will include updates and finalization of the scope of work prior to project work commencing. City staff will provide consultant with project kickoff date and facilitate kick off meeting.

Following the kickoff meeting, Consultant will identify a project lead, develop a project management plan, and develop a project schedule that includes key project milestones and regular check in calls. Consultant will be responsible for coordination of regular check in calls with City staff, including scheduling, preparing meeting agenda, and completing meeting minutes. Consultant will provide monthly progress reports and invoices. A draft progress report should be prepared in advance and approved by City staff before the first progress report submittal.

Consultant will be responsible for project planning and coordination with the consultant team / subconsultants (if applicable),

Deliverables:

- Monthly invoices and progress reports
- Project management plan and project schedule
- Meeting agendas and minutes

Additional Information:

Benchmarking

Most commercial and multifamily buildings 50,000 sq. ft. and larger are currently required to comply with the city's benchmarking ordinance. The goal is to lower the threshold to 20,000 sq. ft., similar to other jurisdictions in California.

- 2024: 40,000 sq. ft
- 2025: 35,000 sq. ft
- 2028: 25,000 sq. ft
- 2030: 20,000 sq. Ft

Local government buildings are exempt from the Energy Benchmarking Ordinance but may be required to submit their energy data to the CEC per (regulation?).

E. DEPARTMENT REPRESENTATIVE.

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

F. REFERENCES

Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.

Proposers shall also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

The City shall rely on references as part of the evaluation process. If the City does not receive a reference from contact provided, the reference may be classified as unsatisfactory. Alternative contacts may be provided, as determined solely by the City.

G. TASKS AND FEE SCHEDULE

Proposer must complete the Compensation and Fee Schedule in its entirety, or the proposal may be deemed non-responsive.

Task 1 – Benchmarking Marketing and Outreach	\$
Task 1.2.1 – Commercial and Industrial property outreach	\$
Task 1.2.2 – Multifamily Residential property outreach	\$
Task 2 – Benchmarking Data Analysis and Technical Support	\$
Task 3 – Building Decarbonization Outreach and Support	\$
Task 3.2 – Policy Development	\$
Task 4– Project Management	\$
	\$

Section 2: Proposers shall provide their pricing for as-needed consulting services/tasks within the scope of work as outlined in this RFP and as detailed in Proposer’s response. Labor rate for Listed Team Members and Titles below (fully burden hourly rates shall be used for additional as-needed services.

Proposer’s pricing response to as-needed consulting services/tasks shall not be considered in the evaluation for award.

Staff Member	Classification	Task Area	Experience	Hourly Rate
				\$
				\$
				\$
				\$
				\$
				\$

COST PROPOSAL

NORESCO brings the expertise needed to accurately and efficiently budget the requested benchmarking services. Below we provided our cost proposal for the proposed scope of work.

BENCHMARKING IMPLEMENTATION SUPPORT SERVICES					
Year	2023	2024**	2025**	2026**	2027**
Task 1- Benchmarking Marketing and Outreach	\$15,516	\$10,000	\$10,000	\$10,000	\$10,000
Task 1.2.1- Commerical and Industrial property outreach*	\$8,110	\$8,000	\$8,000	\$8,000	\$8,000
Task 1.2.2- Multifamily Residential property outreach*	\$6,530	\$6,500	\$6,500	\$6,500	\$6,500
Task 2- Benchmarking Data Analysis and Technical Support*	\$17,935	\$12,000	\$10,000	\$14,000	\$14,000
Task 3- Building Decarbonization Outreach & Support*	Hourly per Rate Schedule	\$4,000	\$14,000	\$10,000	\$10,000
Task 3.2 Policy Development	Hourly per Rate Schedule	\$8,000	Hourly per Rate Schedule	Hourly per Rate Schedule	Hourly per Rate Schedule
Task 4- Project Management	\$1,896	\$1,500	\$1,500	\$1,500	\$1,500
TOTAL HOURS	\$49,987	\$50,000	\$50,000	\$50,000	\$50,000
TOTAL ALL YEARS					\$249,987.00

* ClearlyEnergy will provide \$43,000 of BEAM software and software support and implementation in 2023 to the City at no cost through a US DOE grant. The annual \$33,000 software license fee for BEAM in years 2-5 would need to be provided by the City in addition to the budget per Q&A question 3 or via a re-allocation of task priority determined with the City.

** Allocation of funding between tasks for years 2-5 may shift based on scope desired by the City.

TAB C: COST PROPOSAL

HOURLY RATES				
Staff Member	Classification	Task Area	Experience	Hourly Rate
NORESKO				
Sally Blair	Director	1, 2, 3	20 years	\$214
Michael Goodrum	Director	1, 2, 3	20 years	\$214
Kristen Salinas	Program Director	1, 2, 3	15+ years	\$192
John Arent	Senior Engineer	1, 2, 3	25+ years	\$184
Kyra Weinkle	Senior Consultant	1, 2, 3	20+ years	\$184
Zalmie Hussein	Staff Analyst	1, 2, 3	10 years	\$158
Charlie Trujillo	Staff Analyst	1, 2, 3	4 years	\$158
Rachel Truttman	Associate Analyst	1, 2, 3	1 year	\$135
ClearlyEnergy				
Veronique Bugnion	Co-founder & CEO	1, 2, 3	20+ years	\$225
Carolyn Sarno Goldthwaite	VP, Partner Engagement	1, 2, 3	20 years	\$225
Elizabeth Beers	Software Developer	1, 2, 3	4 years	\$125
Sydney Abraham	Energy & Climate Analyst	1, 2, 3	5 years	\$85
Luis Contreras-Orendain	Software Developer	1, 2, 3	4 years	\$125
San Diego Green Building Council				
Colleen FitzSimons	Manager	1, 3	18 years	\$210
Robert Carr	Education Associate	1, 3	14 years	\$150



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. NORESKO will indemnify and hold the City harmless for property damage and personal injury to the proportionate extent caused, occasioned, or contributed to by NORESKO's (and its subcontractors, agents, or employees) negligent acts or omissions in the performance of this Agreement. Such indemnity is conditioned upon the City providing prompt written notice relating to any claim of indemnification covered hereunder to NORESKO. Under no circumstance, shall NORESKO be obligated to indemnify the City for any injury or damage caused by the negligence, recklessness, or willful misconduct of the City or any entity for which the City is legally responsible.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Reserved.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal for Benchmarking Implementation Support
 Solicitation Number: 10089957-23-E.

B. BIDDER/PROPOSER INFORMATION:

NORESKO, LLC		NORESKO	
Legal Name		DBA	
1 Research Drive, Suite 400C	Westborough	MA	01581
Street Address		City	State Zip
Brian C. Rieder	732.590.2227	508.836.9988	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

TAB A: SUBMISSION INFORMATION AND FORMS

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

(NONE)

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name Title/Position

City and State of Residence Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm. **NORESCO, LLC currently employs several officers who have worked in a similar capacity for similar energy/sustainability consulting businesses within the last five years. However, none of these individuals were the sole operator of the business and non of those individuals will be engaged in this contract.*

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: N/A State of incorporation: N/A

List corporation's current officers: President: N/A
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C Subchapter S N/A

Is the corporation authorized to do business in California: Yes No N/A

If **Yes**, after what date: N/A

TAB A: SUBMISSION INFORMATION AND FORMS

Is your firm a publicly traded corporation? N/A Yes No

If Yes, how and where is the stock traded? N/A

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

N/A

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No N/A

If Yes, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
b. Number of nonvoting shares:	<u> </u>	<u> </u>	<u> </u>
c. Number of shareholders:	<u> </u>	<u> </u>	<u> </u>
d. Value per share of common stock:		Par	\$ <u> </u>
		Book	\$ <u> </u>
		Market	\$ <u> </u>

Limited Liability Company Date formed: 9/29/1989 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:
NORESCO is a wholly-owned, indirect subsidiary of Carrier Global Corporation. No single person owns greater than 10% of either NORESCO or Carrier Global Corporation.

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:
N/A

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:
N/A

Joint Venture Date formed: N/A

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of NY Mellon

Point of Contact: N/A

Address: 500 Ross St. Pittsburgh, PA 15262

Phone Number: 773.763.5631

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

TAB A: SUBMISSION INFORMATION AND FORMS

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Gas & Electric

Contact Name and Phone Number: Jeremy Reeve | 619.676.8811

Contact Email: jmreefe@sdge.com

Address: 8330 Century Park Court San Diego, CA 92123

Contract Date: 2018-Present

Contract Amount: Roughly \$200,000 annually

Requirements of Contract: Support SDG&E service area with developing and implementing decarbonization policy. Also support statewide efforts as needed.

Company Name: Southern California Edison

Contact Name and Phone Number: Dave Intner | 626-995-7431

Contact Email: Dave.intner@sce.com

Address: 2244 Walnut Grove Ave., Rosemead, CA 91770

Contract Date: 2011-Present

Contract Amount: Roughly \$500,000 annually

Requirements of Contract: Support SCE service areas with outreach, training, tools and resource development to support building industry and municipalities with energy code & reach code compliance.

Company Name: Pacific Gas & Electric Company

Contact Name and Phone Number: Jill Marver | 925-788-6312

Contact Email: Jill.Marver@pge.com

Address: 6121 Bollinger Canyon Rd, San Ramon, CA 94583

Contract Date: 2011-Present

Contract Amount: Roughly \$1,000,000 annually

Requirements of Contract: Support statewide Codes and Standards Program and California Energy Commission with the development and implementation of tools to help increase compliance with Title 24, Part 6.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

TAB A: SUBMISSION INFORMATION AND FORMS

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # N/A

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # N/A

b. Woman or Minority Owned Business Enterprise Certification # N/A

c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: San Diego Green Building Council

Address: 797 J Street San Diego, CA 92101

Contact Name: Colleen FitzSimons Phone: 917.690.1409 Email: Colleen@sd-gbc.org

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 7,000 (per year) \$ TBD (total contract term)

Scope of work subcontractor will perform: Public Outreach

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: ClearlyEnergy

Address: 205 Severn River Road, Severna Park MD 21146

Contact Name: Carolyn Goldthwaite Phone: 617.794.5694 Email: cgoldthwaite@clearlyenergy.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 9,000 (per year) \$ TBD (total contract term)

Scope of work subcontractor will perform: Software

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

TAB A: SUBMISSION INFORMATION AND FORMS

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. **TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Brian C. Rieder, Associate VP		November 14, 2022
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

C.3. Firm owners, officers, or partners who have operated a similar business in the past five (5) years:

Adam Procell, President — Prior to joining NORESKO in 2021, Mr. Procell served as President & CEO of Lime Energy from startup through its current position as the leader in energy efficiency programs for small and midsized businesses.

Alex Castro, Senior Vice President, Commercial — Prior to joining NORESKO in 2022, Mr. Castro spent the last 15 years at Lime Energy, most recently as Executive Vice President of Sales and Operations for the commercial energy efficiency business.

Darcy Immerman, Senior Vice President, Growth and Strategy — Prior to joining NORESKO in 2022, Ms. Immerman spent the last 18 years as a Senior Vice President at AECOM, where she managed energy services business development and strategic growth and policies for AECOM's U.S. government projects globally.

Mark Lonkevych, Senior Vice President, Public Private Partnerships (P3) and Energy as a Service (EaaS) — Prior to joining NORESKO, Mr. Lonkevych spent five years as Vice President, Business Unit Manager and Market Sector Leader for the Energy Solutions Business at AECOM that included both the ESPC and EaaS business practices.

Douglas Sattler, Senior Vice President, Federal — Prior to joining NORESKO, Mr. Sattler spent five years at AECOM Energy Solutions as Vice President, Business Development, where he developed a wide range of energy efficiency retrofits, distributed generation, and renewable energy projects.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Brian C. Rieder, Associate VP
Print Name, Title


Signature

November 14, 2022
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS


As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: NORESCO, LLC

Certified By Brian C. Rieder Title Associate Vice President
Name

Signature Date November 14, 2022

Equal Opportunity Contracting
 Sole Source Contracts, Cooperative Procurement Contracts
 Goods/Services Contracts Under \$150,000
 Revised 1/1/16
 OCA Document No. 1208377



EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue, Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: NORESCO, LLC

ADA/DBA: NORESCO

Address (Corporate Headquarters, where applicable): 1 Research Drive, Suite 400C

City: Westborough County: Worcester State: MA Zip: 01581

Telephone Number: 508.614.1000 Fax Number: 508.836.9988

Name of Company CEO: Adam Procell (President)

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Energy Consulting Services Type of License: N/A

The Company has appointed: Elliot Alexander

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1 Research Drive, Suite 400C, Westborough, MA 01581

Telephone Number: 508.614.1054 Fax Number: 508.836.9988 Email: ealexander@noresco.com

- One San Diego County (or Most Local County) Work Force – Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of NORESCO, LLC

(Firm Name)

Worcester, MA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14th day of November, 2022

(Authorized Signature)

Brian C. Rieder

(Print Authorized Signature Name)

TAB A: SUBMISSION INFORMATION AND FORMS

WORK FORCE REPORT – Page 2

NAME OF FIRM: NORESKO, LLC DATE: 11/14/2022

OFFICE(S) or BRANCH(ES): Westborough (HQ) COUNTY: Worcester

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	8		5						101	13		
Professional	11	4	10	1	16	6	1				133	30	6	1
A&E, Science, Computer														
Technical														
Sales	1	2				1					24	18		1
Administrative Support	4	1	1	1	1						17	18		
Services														
Crafts														
Operative Workers			1								21			
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	460
----------------------------------	------------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled													
----------	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

TAB A: SUBMISSION INFORMATION AND FORMS

WORK FORCE REPORT – Page 3

NAME OF FIRM: NORESKO, LLC DATE: 11/14/2022

OFFICE(S) or BRANCH(ES): Westborough (HQ) COUNTY: Worcester

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 460

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EXECUTIVE SUMMARY

NORESKO is teaming with ClearlyEnergy and the San Diego Green Building Council to provide this proposal for supporting the City with implementing your Building Energy Benchmarking Ordinance and other decarbonization policy development.

It's clear from the RFP materials that a breadth of expertise will be required to meet the technical and administrative support needs of the City. The NORESKO team is uniquely qualified for this type of support as we and our partners bring a wide range of expertise.

Both the San Diego Green Building Council and NORESKO bring established local networks of stakeholders. The SDGBC reaches 6,700 subscribers through their emails and has more than 3,000 social media followers. NORESKO regularly works with local municipalities, architects,

engineers, contractors, building owners and SDGBC through our sustainability and energy codes consulting work. Both SDGBC and NORESKO participate in local green building events as participants, speakers and instructors, with solid reputations. Our team members know how to engage with stakeholders, discussing technical topics via simple communication styles that are inclusive of experts and non-experts alike.

The team also brings deep policy expertise for both new and existing buildings. NORESKO is the technical lead for the California Energy Commission on Title 24, Part 6 code updates, advancing the State towards our decarbonization goals. We also consult in San Diego County with SDG&E, supporting Chula Vista's Building Energy Savings Ordinance and other jurisdictions such as Encinitas, Solana Beach, Del Mar, Carlsbad and

NORESKO has provided our Executive Summary in response to the RFP below. We are happy to discuss the details within this proposal with the team in further detail if necessary.

Oceanside with discussions around existing building policy to meet their Climate Action Plan goals.

Lastly our team brings benchmarking and Building Performance Standards expertise from across the US through our partner ClearlyEnergy. Their software Building Energy Analysis Manager (BEAM) is used by many jurisdictions to administrate benchmarking and Building Performance Standard (BPS) ordinances. Their software and its data analytics features will help both the City administrate and building owners understand and comply with the Ordinance, realizing the intended savings towards San Diego's CAP goals.

We appreciate the opportunity to submit this proposal and hope you find our team's expertise a fit with the City's needs.



STAFFING PLAN

On the following pages we have shared firm overviews, descriptions of our proposed team’s qualifications and their roles for this project. Resumes for our proposed team can be found in the Appendix.



Founded in 1984, NORESKO is a leading energy services company that provides demand-side management and sustainability consulting services to deliver actionable, unbiased solutions for the built environment.

With offices in Costa Mesa, Oakland, and Sacramento and employees across California, our familiarity and commitment to this region is unmatched. Throughout our history, NORESKO has influenced many levels of the built environment—from optimizing new and existing buildings, to improving regional utility programs, to developing national energy codes and standards. We bring both thought leadership and hands-on engineering expertise to every project that we do.

NORESKO offers a full suite of

services for new and existing buildings including:

- Codes and Standards Development and Adoption
- Strategic Planning for Updating Codes and Standards
- Codes and Standards Compliance Support
- Education, Outreach and Training
- User’s Manual and Toolkit Development

CODES AND STANDARDS TEAM

NORESKO’s codes and standards division provides expertise in the development, documentation, and implementation of energy codes and standards for energy commissions, technical associations, government agencies, and utilities. We are committed to increasing building energy efficiency and advancing the field toward zero net energy goals through code generation, education, implementation, and enforcement. NORESKO’s Codes and Standards team also supports policy

development and implementation for existing building decarbonization policy. Benchmarking, Building Performance Standards (BPS) and additions/alterations reach codes are increasingly becoming policy tools for municipalities to reach Climate Action Plan goals. NORESKO’s unique perspective on encouraging existing building upgrades stems from our Energy Services Performance Contracting (ESPC) services which encompass the entire lifecycle of energy building upgrades from the initial building audit, through design and construction, through operations and measurement/verification. Our ESPC projects lend us an understanding of the building owners experience of planning, financing and implementing energy upgrades. This understanding informs our existing building policy development, resulting in policy that meets the municipalities goals while being implementable by building owners.

firm highlights



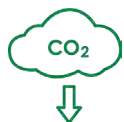
500+
employees
nationwide



36 years
of industry
experience



50 billion
gallons of
water savings



25 million
metric Tons of CO₂
Emissions reduction



10,000+
facilities serviced in the
U.S. and worldwide



1.4 million
acres of Forest worth
of CO₂ reductions



\$5+ Billion
In guaranteed energy
savings since founding



\$100+ Million
secured in grants,
rebates, and incentives



75+
certified energy
managers firm-wide

SUBCONSULTANTS



The San Diego Green Building Council (SDGBC) is a 501(c)3 community benefit nonprofit made up of building industry professionals and sustainability advocates with expertise in areas such as architecture, construction, design, urban planning, policy, and more. We work together to promote sustainable building and community practices to bring the San Diego Region closer to achieving its climate, water, waste, and energy goals. Incorporated in 2005, SDGBC is driven by our mission to inspire, educate, and collaborate within our community to transform our built environment toward true sustainability and work towards our vision that buildings and communities will regenerate and sustain the health and vitality of all life within a generation.

We are an aligned community of the U.S. Green Building Council (USGBC), and we are a partner to the International Living Future Institute (ILFI) through our San Diego Living Future Collaborative. The organization is currently made up of four full-time staff members, 250 individual members, and 16 Board of Directors representing various building related industries.

SDGBC has been working directly with a number of Local Government Partners, including City of San Diego, City of Chula Vista, National City, County of San Diego, Port of San Diego, Encinitas, Carlsbad, La Mesa, El Cajon, and SANDAG, since 2016. Through working with these Partners, SDGBC has delivered energy efficiency, zero net energy, green building strategies, water reuse, and existing building operations education to over 500 staff members. Additionally, SDGBC has supported local Green Business Networks, third-party building certifications, and energy auditing and benchmarking programs in order to advance sustainability goals within these jurisdictions and organizations throughout the region.

SDGBC is committed to advancing efficiency of the local building stock, expansion of local decarbonization goals, providing foundational education for sustainability program implementation, waste reduction and diversion strategies, and providing insight into cutting-edge water reuse strategies.



Established in 2012, ClearlyEnergy specializes in climate policy analysis, climate program management, and software development. ClearlyEnergy is a 80% women-owned certified small business and the recipient of several Department of Energy Small Business Innovation Research (SBIR) Awards. We work at the nexus of public policy and software solutions using data-driven analytics and reporting to facilitate the energy transition.

ClearlyEnergy is well-equipped with policy and operational knowledge around benchmarking and Building Performance Standard (BPS) policies and has the resources to support San Diego as it seeks to transform data into action and reduce the emissions from its building stock. ClearlyEnergy supports operationally the benchmarking, tune-up and performance standard policies of over a dozen jurisdictions, including the first operational BPS in the nation in the District of Columbia. ClearlyEnergy is a thought leader in the field of benchmarking and BPS policies. ClearlyEnergy has co-authored studies on BPS design with think-tank Resources for the Future, supports jurisdictions in policy design and implementation and hosts the Center for Building Performance Standards (<https://www.beam-portal.org>), a clearinghouse of BPS related resources. ClearlyEnergy also partners with the EPA, DOE, and National Labs to create and fund forward-thinking energy solutions. Our partnership with the DOE and the SEED™ platform allows us to leverage SEED™ developments for use with jurisdiction partners.

Our proprietary software platform, Building Energy Analysis Manager (BEAM), aggregates benchmarking data and performs automatic compliance tracking based on a jurisdiction's specific benchmarking or building performance standards policy. BEAM is used to manage some of the most complex Building Performance Standard programs in operation, including the District of Columbia's BEPS program, as well as building energy benchmarking for jurisdictions large and small, including the state of West Virginia and the cities of Ann Arbor MI, Boston MA, Cambridge MA, Charleston WV, Detroit MI, Lexington MA, Philadelphia PA and Reno NV.

TAB B: STAFFING PLAN

STAFF ROLES AND RESPONSIBILITIES

The following pages describe key team members and their availability and proposed roles on the project. Resumes are included in Appendix A that further detail personnel qualifications.

SALLY BLAIR, DIRECTOR-IN-CHARGE

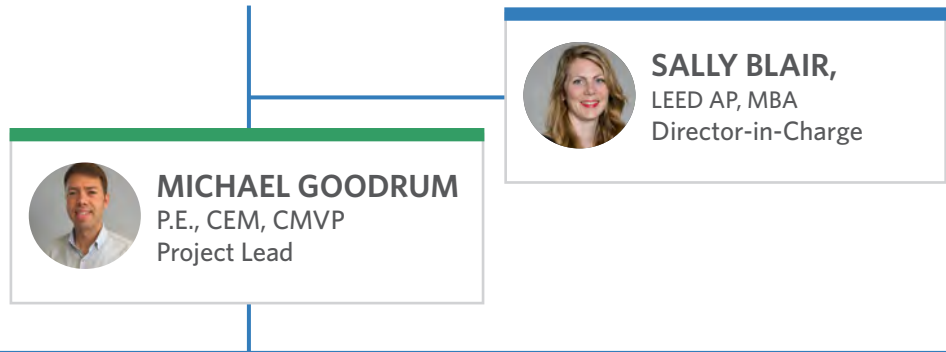
Ms. Blair will act as the Director in Charge of the project, ensuring smooth delivery and client satisfaction. Sally

will support project team members in successfully meeting the City's needs and delivering high quality services. Her extensive experience leading major client initiatives with diverse and large teams has prepared her to support other team members in doing the same.

MICHAEL GOODRUM, PROJECT LEAD

Mr. Goodrum will be the primary client contact and project team lead. He will direct all work at the request

of the City project manager and be responsible for it's quality and timely completion. Michael's long history of leading teams and providing technical consulting has resulted in a diverse skillset and wide range of subject matter expertise. In particular, his experience evaluating existing building performance before and after energy upgrades will provide deep subject matter expertise relevant to benchmarking and future existing building policy.



PUBLIC OUTREACH

SAN DIEGO GREEN BUILDING COUNCIL
Public Outreach Lead

SOFTWARE

CLEARLYENERGY
Software Lead

POLICY

JOHN ARENT
P.E.
Policy Lead

SUPPORT

KRISTEN SALINAS
P.E., LEED AP BD+C, WELL AP, MBA
Support for Marketing, Outreach, Training, and Policy

KYRA WEINKLE
LEED AP BD+C
Support for Marketing, Outreach, Training, and Policy

ZALMIE HUSSEIN
CMIT, LEED GREEN ASSOCIATE
Support for Marketing, Outreach and Training

CHARLIE TRUJILLO
LEED GA, GPRO
Support for Marketing, Outreach and Training

RACHEL TRUTTMANN
Support for Marketing, Outreach and Training

STAFF MEMBER	AVAILABILITY (% OF TIME)
Sally Blair	5%
Michael Goodrum	20%
John Arent	20%
Kristen Salinas	5%
Kyra Weinkle	15%
Charlie Trujillo	20%
Zalmie Hussein	20%
Rachel Truttman	20%
San Diego Green Building Council	15%
ClearlyEnergy	20%



SAN DIEGO GREEN BUILDING COUNCIL, OUTREACH LEAD

The San Diego Green Building Council will lead the outreach activities with support from NORESO. SDGBC has an extensive local network touching all aspects of building design, construction, operations, maintenance and real estate. They are active in the community, have a solid brand and reputation and can widen the local network enabling the City to reach more stakeholders. SDGBC already has an effective outreach program and can bring the City’s message, along with other local jurisdictions, consistently to the market.

CLEARLYENERGY, SOFTWARE LEAD

ClearlyEnergy will lead the implementation of the BEAM software to enhance the City’s ability to manage the Benchmarking ordinance and future Building Performance Standard. Supported by NORESO, ClearlyEnergy will customize the BEAM platform to meet the City’s needs and ordinance. The team can also provide training to City staff on interaction with the platform and provide training materials for building owners to enable

access to the tool’s features that help owners evaluate upgrade options. BEAM helps building owners develop a “game plan.” It lays out energy efficiency, renewable and storage investments along with a timeline to meet internal and compliance requirements. ClearlyEnergy’s BEAM platform is being supported by the U.S. Department of Energy and being used by several jurisdictions to make benchmarking and building performance standard implementation easier for municipalities.

JOHN ARENT, POLICY LEAD

Mr. Arent will lead the policy evaluation and development support requested by the City. John has extensive experience researching and developing new policies for the State of California and jurisdictions across the State, as well as other states. His understanding of how code/ ordinance language must be written to be enforceable, the adoption process itself as well as deep technical subject matter expertise in building decarbonization means he covers all the bases of policy development. John is adept at working collaboratively to

shape policy that meets the intended goals and is usable by those who must comply and must verify compliance.

SUPPORT STAFF

NORESCO has a deep bench of building energy and green codes experts who can be called upon based on the needed expertise. Our staff have experience in all aspects of building codes from research and development, evaluation, adoption support, stakeholder engagement, tools and resource development, training, outreach, software development and deployment, etc. We support the State of California, the Statewide IOU Codes and Standards Program, several jurisdictions throughout California as well as other leading states and municipalities to advance and implement building decarbonization policy. Our local presence and relationships with the San Diego Green Building Council, SDG&E, as well as other jurisdictions in San Diego County will bring a local lay of the land, facilitate consistency and coordination and advance Southern California towards our collective decarbonization goals.

FIRM'S CAPABILITY TO PROVIDE SERVICES

TASK 1 BENCHMARKING MARKETING AND OUTREACH

OUTREACH

The San Diego Green Building Council's (SDGBC) core competency of delivering actionable & regionally specific sustainability education provides an avenue for engaging a diverse group of stakeholders in support of the City of San Diego programs and sustainability plans. SDGBC can support the education and outreach associated with the City's Benchmarking program by developing a Benchmarking Engagement Plan that includes timelines for the preparation of engagement materials, definition of communication channels, suggested engagement opportunities, and timelines for specific outreach events. The plan will include future steps for incorporating data from the BEAM database to help staff prioritize outreach candidates. Preparation of this plan will include one meeting with City of San Diego staff and NORESCO

to better understand the City's desired messages and outcomes to incorporate into the Plan.

The San Diego Green Building Council will host one online event per year featuring San Diego's Benchmarking Ordinance. The agenda and targeted attendee list will depend on the current outreach needs and will be detailed in the outreach plan after discussion with the City. Agenda topics may include state and local requirements, available tools and the BEAM platform. The presentation will include resources for understanding energy efficiency measures to prime building owners for a future Building Performance Standard. The event will be recorded to use as part of outreach materials to help answer stakeholder questions and train new staff on the program.

In addition, NORESCO will work with the City to host a live annual event, with the type of event, agenda and attendee list also dependent upon outreach needs. Events may be workshops with stakeholders,

On the following pages we have shared descriptions of our proposed team's qualification and how they have delivered elements of the scope of work in the past.


trainings, building owner assistance open hours, energy service provider exhibitions, etc.

The SDGBC will also communicate information about the benchmarking program and requirements, due dates, educational webinars and presentations, and available resources through email and social media. These email blasts will reach industry organizations, real estate and property management groups to raise awareness of new program resources or milestone dates, or other relevant news as detailed in the outreach plan. Tailored email content will be used to help building owners and property managers find resources to better understand and increase their buildings' performance. This may include educational resources, incentive programs, financing options, etc. Communication channels include emails to 6,700 subscribers in SDGBC's network and 3,000 subscribers across SDGBC's social media platforms, in addition to list serves already in use by the City.

ClearlyEnergy's tool BEAM will support outreach and engagement by compiling and housing a database of stakeholders with contact information. The team will use BEAM's built-in Customer Relationship Management (CRM) feature to create a portfolio of email templates and communication logs with building owners and other stakeholders. BEAM will facilitate the management of outreach by creating relevant stakeholder and priority groups and can integrate features such as a form to update the relevant contact information for a building.

TRAINING

Training can be developed and delivered by NORESCO to increase knowledge




ENERGY BENCHMARKING ORDINANCE

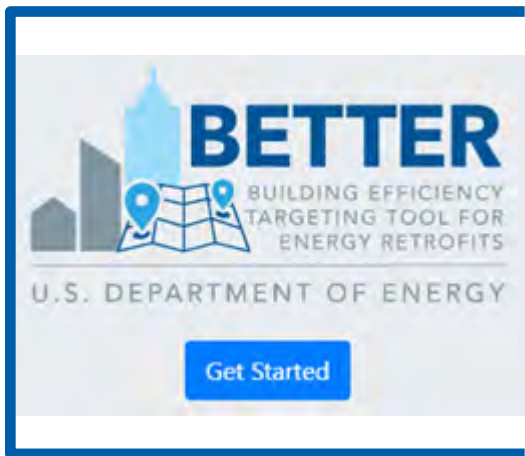
This Building Leveled Up by benchmarking

Find out how:

NORESCO and SDGBC are assisting Chula Vista with the implementation of their Benchmarking Ordinance and preparation for their Building Energy Savings Ordinance. This has included designing and producing mailers to building owners, scripting a video on how to use ESPM, designing window clings for compliant buildings, holding office hours to help small or disadvantaged buildings report and much more.

CITY OF CHULA VISTA





BEAM is integrated with two freely available Department of Energy resources, [Audit Template](#) and the [BETTER Analysis tool](#), to help building owners identify energy efficiency or decarbonization retrofit project options. The BETTER software toolkit is an entry-level building energy analysis tool designed to facilitate the identification of cost saving efficiency measures with minimal data entry. Audit Template is a mid-level online auditing platform. The Audit Template information can be integrated into BEAM, both in terms of detailed building characteristics and to include a proposed list of building efficiency measures and its associated energy, cost and emissions savings. These DOE resources can be part of the toolkit for San Diego building owners to facilitate the more advanced decarbonization roadmap analysis proposed under Task 3.

and skills necessary to successfully implement the benchmarking ordinance. Up to two new trainings per year will be conducted and recorded. Training topics can be discussed with the City based on assessed needs and existing training but may include training City staff on ordinance requirements or navigating BEAM, training building owners on ordinance requirements and reporting, or training energy service providers, real estate industry, property management groups on ordinance requirements and how it interacts with their industries. Training can be in-person or via webinar, at the preference of the City.

NORESCO staff is also available to present with or on behalf of the City at local events to spread awareness of the ordinance to help its success.

COMMERCIAL, INDUSTRIAL, MULTIFAMILY SUPPORT

ClearlyEnergy has implemented report cards for several jurisdictions building decarbonization programs, notably the Reno, NV benchmarking program, the Vermont Home Energy Profile and the Massachusetts Scorecard for residential energy information disclosure. These report cards display energy costs, consumption or emissions, building achievements, and recommendations for next steps to increase efficiency including linkage to efficiency program incentives.

BEAM leverages property type and uses information from ENERGY STAR® Portfolio Manager (ESPM) to create a

comparison of individual commercial buildings relative to industry standards. Analysis with the San Diego building stock will determine whether national or regional building metrics are better suited for the local scorecard. The BEAM owner portal can also supplement property owner scorecards by providing building owners with access to forward looking emissions projections for their portfolio of buildings.

In addition to the automated scorecard features within BEAM, NORESKO and ClearlyEnergy staff can support building owners on an hourly basis using the hourly rates presented in the Tab C. Cost section of this proposal. The team has extensive expertise in helping building owners report building performance using ESPM and evaluating existing buildings for behavioral changes or building upgrades.

TASK 2 BENCHMARKING DATA ANALYSIS AND TECHNICAL SUPPORT

ClearlyEnergy's proprietary software BEAM aggregates benchmarking and decarbonization data and performs automatic compliance tracking based on a jurisdiction's specific benchmarking ordinance or building performance standards policy. BEAM tracks compliance across cycles and calendar years and allows jurisdictions to streamline the compliance and data analysis process.

BEAM is a hosted software solution with several tiers of password protected access.

DATA REPORTING FOR THE CITY AND BUILDING OWNERS

BEAM allows users to upload a covered property list via a flexible excel/csv upload tool and uses ENERGY STAR® Portfolio Manager (ESPM) web services to automate the import of individual building reports and merge that information with existing city datasets. Imported data is checked by a quality assurance/quality control (QA/QC) framework customized with City staff which allows it to test compliance with ENERGY STAR® Portfolio Manager rules, City benchmarking requirements as well as more complicated Building Performance Standard requirements. Detailed feedback on alerts, such as missing fields or abnormally high or low data points, is provided via automated email communications to building owners. All data imported into BEAM is archived with full traceability of any changes and updates to the records.

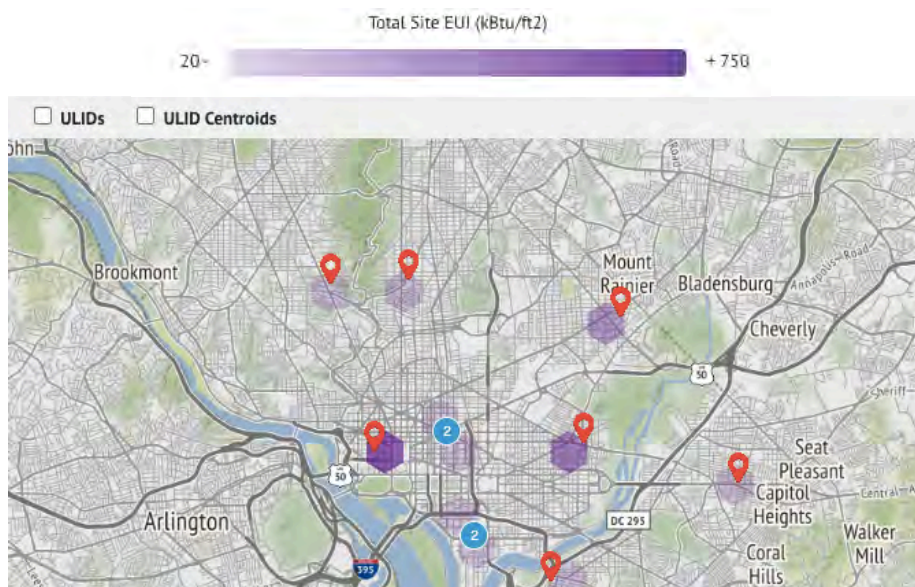
Once data has successfully been imported, BEAM can automatically track compliance with benchmarking requirements as well as building performance or building retrofit goals and can scale over time with the City's expanding policies. Building owners are able to view performance metrics specific to their portfolio or individual property and seek help from administrators via the tool's built-in

TAB B: FIRM'S CAPABILITY TO PROVIDE SERVICES

CRM and FAQ platform, described in more detail below with other CRM capabilities. BEAM will also host the scorecards shared with building owners and can schedule an email to remind building owners to check their scorecards at critical times.

Building owners and their designees are provided access to their subset of the data on the platform in a customized format designed to highlight compliance status and changes in building performance over time. A user's guide to BEAM is provided as part of the platform.

To facilitate City administration, BEAM stores building performance data in an interactive inventory page that allows for grouping, labeling, and filtering as needed. Properties can be labeled or grouped by metrics such as compliance status or data alerts, and automatic communications are sent to properties with designated labels. All features are fully customizable with the City's goals in mind and are meant to grow and change over time as the program goals evolve. Buildings are mapped to parcels to facilitate parcel / tax lot-based program design. All data is stored at the annual



BEAM creates a map based on the current data in the database. It can be customized to display different parameters based on the City's preference.

benchmarking reporting level but can be viewed as time series across reporting periods. Communications with building owners, whether bulk emails or individual exchanges, are attached to the property record and can easily be viewed from the inventory page.

PUBLIC FACING DATA REPORTS & BENCHMARKING MAP

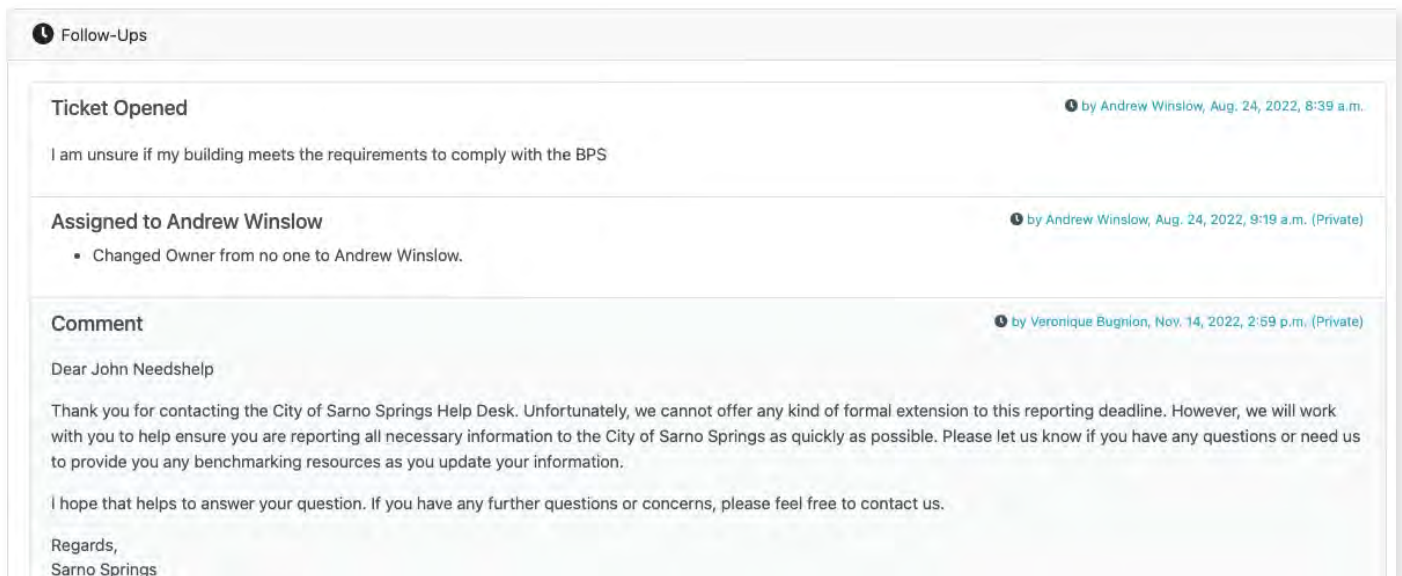
Reports of building consumption, emissions and performance information

designed to be published on the City's web site can be generated from customized reports in BEAM. The team can automate the query or export of data via its Application Programming Interface (API) to include benchmarking or BPS data into the City's OpenData portal.

BEAM also has a built-in mapping tool, which can be customized to display a custom set of efficiency parameters and color-code compliance status.

View by Property		View All by Tax Lot		High Priority: Group 1				Low Priority: Group 2		Multifamily & Residential >20,000sqft		1-11	
Jurisdiction	Tax Lot ID (%)	Jurisdiction	Property ID (%)	Address Line 1	City	ENERGY STAR Score	Owner						
	1		10107/71db4	120 Snapdragon Cove	Sarno Springs	77	Snapdragon Covering						
	2		10107/c6596	95 Loch Ness Drive	Sarno Springs	47	Monster Properties						
	3		10106/2f366	12 Stones Throw Ln	Sarno Springs	35	Rocks Corp						
	4		10103/f111f	151 W Cherry Loop	Sarno Springs	73	Cherry Bob Ventures						
	5		10106/873c5	180 Sir Galahad Court	Sarno Springs	64	Arthur Homes						
	6		10104/fa70d	12 Loganberry Ln	Sarno Springs	38	Stars Hollow Homes						
	7		10103/6a6b9	155 Stardust Way	Sarno Springs	56	Ziggy Homes						
	8		10101/3b748	13 Silver Canoe Brook	Sarno Springs	61	BrookTrout Cove						
	9		10102/b0dbc	92 E Tangerine Boulev...	Sarno Springs	69	Landmark Network						
	10		10108/335e9	18 South Coral Loop	Sarno Springs	44	Coral Gardens						
	11		10106/913a0	94 Frying Pan Alley	Sarno Springs	35	Londerry Homes						

On BEAM's inventory page properties can be labeled and sorted into groups such as High Priority, Low Priority, and property use groups. All grouping, label, and filter options are fully customizable.



Shown above is an example of the log containing internal comments and resolutions to an opened ticket in the Helpdesk. The Helpdesk includes features such as a ticket tracking system.

CUSTOMER RELATIONSHIP MANAGEMENT (CRM) PLATFORM

The BEAM Helpdesk allows building owners to submit inquiries to City staff either via customizable public web forms or via email. The information collected is fully customizable and includes custom building IDs for tracking purposes. All interactions with building owners can be viewed from the building inventory.

TASK 3 BUILDING DECARBONIZATION OUTREACH AND SUPPORT

BEAM software will provide policy information to building owners through a web portal and emissions projections to facilitate the policy development process. Otherwise, the following activities are proposed for Year 2 and beyond. Should the City want to start these activities in 2023, support can be provided on an hourly basis using the hourly rates presented in the Tab C. Cost section of this proposal. The team has bandwidth to support these activities if desired by the City.

STAKEHOLDER ENGAGEMENT FOR DECARBONIZATION POLICY DEVELOPMENT

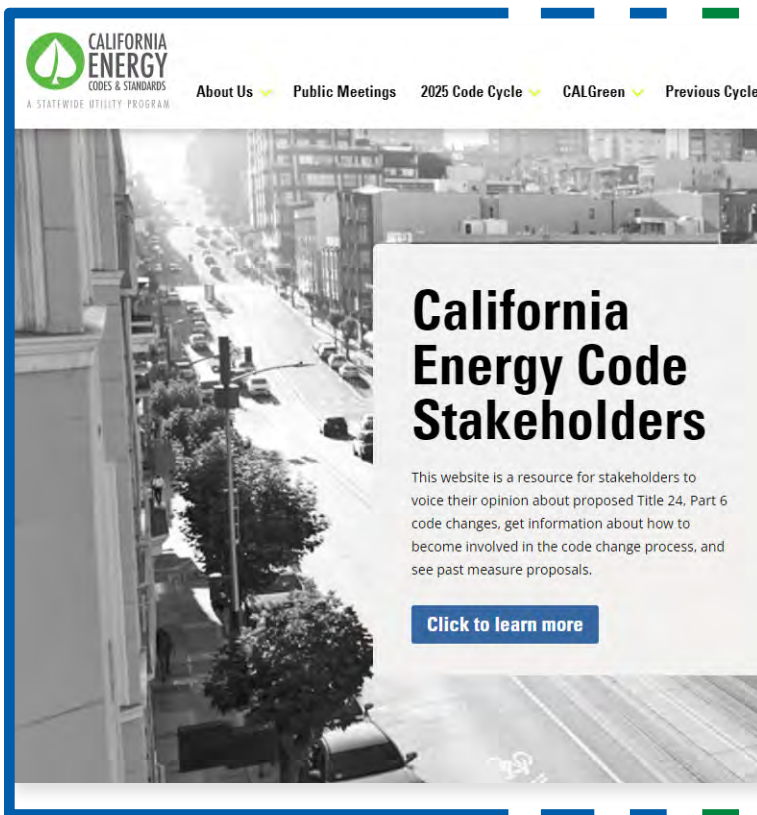
NORESCO can work with the City to develop content for posting on the City's Climate Action Plan webpage, or create content for a new Decarbonization Policy page. NORESKO has extensive expertise in creating tools and resources to engage stakeholders as well as designing and testing web layouts to present the resources. Stakeholder materials will be simple and practical, avoiding technical terminology or idealistic results. To reach Communities of Concern, resources directed at that audience need to be culturally appropriate in addition to being translated if necessary. The materials could be housed on the City's website, or the team could discuss a new area on the San Diego Green Building Council's website, or the public facing Knowledgebase platform within BEAM could host this information.

Gathering stakeholder input during policy development can involve varying levels of engagement. The highest level is forming a task force of local leaders who represent industries that would be impacted by the policy. For example, a Building Performance Standard task

force should include representatives from building owners, real estate, utility, building design & engineering, housing, labor, community advocates, climate advocates, and a City Council representative. Facilitating a task force to develop the policy together will result in support from these various industries when it's presented to Council for adoption. Having a City Council sponsor on the task force means there is more familiarity with the policy when it reaches council, and the details and history of development can be conveyed from Councilperson to Councilperson.

Other levels of stakeholder engagement might include workshops or open houses where discreet policy features are the focus and developed with input from those who attend or by holding stakeholder webinars to present iterations of the policy and solicit feedback. While these approaches can be effective if carefully planned, they run the risk of only getting input from those who attend, which may not be the same as getting consensus or support from affected industries. NORESKO can support whichever level of stakeholder engagement the City would like to pursue.

TAB B: FIRM'S CAPABILITY TO PROVIDE SERVICES



The NORESCO team has facilitated input on over 1,500 proposed code measures to resolve compliance issues during code development for the 2019, 2022 and now 2025 Title 24 Part 6 updates. NORESCO's contributions to the effort includes facilitating stakeholder input through an evaluation of each stakeholder's role as it relates to the proposed measure, participating in stakeholder meetings held by the California Energy Commission, and providing iterative commentary on compliance and enforcement sections of Codes and Standards Enhancement (CASE) reports, proposed code language, and compliance manual drafts.

Engaging Communities of Concern in policy development means going to them and accessing their input via their community-based-organizations (CBOs) and their community leaders. It is important to understand from the local leaders how to reach and gain actionable input from the community members. NORESCO can work with the City and CBOs to hold outreach events to engage these stakeholders. At the events, NORESCO can present information that is relevant to these community members, communicate somewhat complex information simply and, if necessary based on the community, conduct the meeting in Spanish (one of our staff in San Diego is Spanish speaking.)

Most cities have been doing equity work for some time through their human services or public health departments. Connecting with San Diego's relevant departments who already have productive working relationships with the CBOs and community leaders could be a direct way to reach these communities.

POLICY DEVELOPMENT

Policy development is largely a combination of technical research, consensus building and stakeholder engagement. NORESCO has both deep and broad capabilities related to building and vehicle decarbonization policy research. Our expertise in existing building upgrades is unmatched, as we have audited, designed, constructed and measured many commercial and multifamily building upgrades through our performance contracting services. We are leading experts in building decarbonization policy, for both new and existing buildings, and have deep expertise in California's state policies as we are the technical consulting lead for the California Energy Commission. NORESCO is also supporting implementation of the City's Zero Emissions Municipal Buildings & Operations Policy (ZEMBOP) through our contract with San Diego Gas & Electric. We are also supporting the implementation of Chula Vista's Building Energy Savings Ordinance, as well as existing building policy

development for other San Diego north coastal cities. Through this work we are keeping in touch with BayREN to share research and experience with jurisdictions in the Bay Area who are formulating existing building policies. These connections with San Diego and broader California policy will result in coordinated requirements or sharing of research as the City works towards the aggressive goals in the recently updated Climate Action Plan.

The team also recognizes San Diego's participation in the National Building Performance Standards Coalition. NORESCO can attend meetings or review notes and materials as requested by the City to learn from what other cities across the US are doing. ClearlyEnergy and NORESCO already have knowledge of other adopted BPS and vehicle electrification policies through our work with other cities and States.

Some of NORESCO's team members are based in the Denver-metro area, where the City and County of Denver (CCD) has been leading the way on

TAB B: FIRM'S CAPABILITY TO PROVIDE SERVICES

addressing equity in their building decarbonization policies. CCD has developed a Social Equity Index based on utility burden, income stress, asthma rates, racial composition, etc. to identify Under-Resourced Buildings that are eligible for additional assistance and incentives to comply with their benchmarking and building performance standard. Their program's Equity Administrator is very knowledgeable and open to sharing lessons learned with other municipalities.

In addition, BEAM can be used as a forecasting tool to provide data on buildings covered by the City's benchmarking policy. BEAM can forecast building emissions, as illustrated below. The forward-looking projections take into account state-wide electricity programs and policies expected to affect grid emissions rates, of which NORESKO has deep expertise in California. The projections can be applied to any portfolio of buildings and help the City in projecting emissions for key building categories or groups of stakeholders. This is a

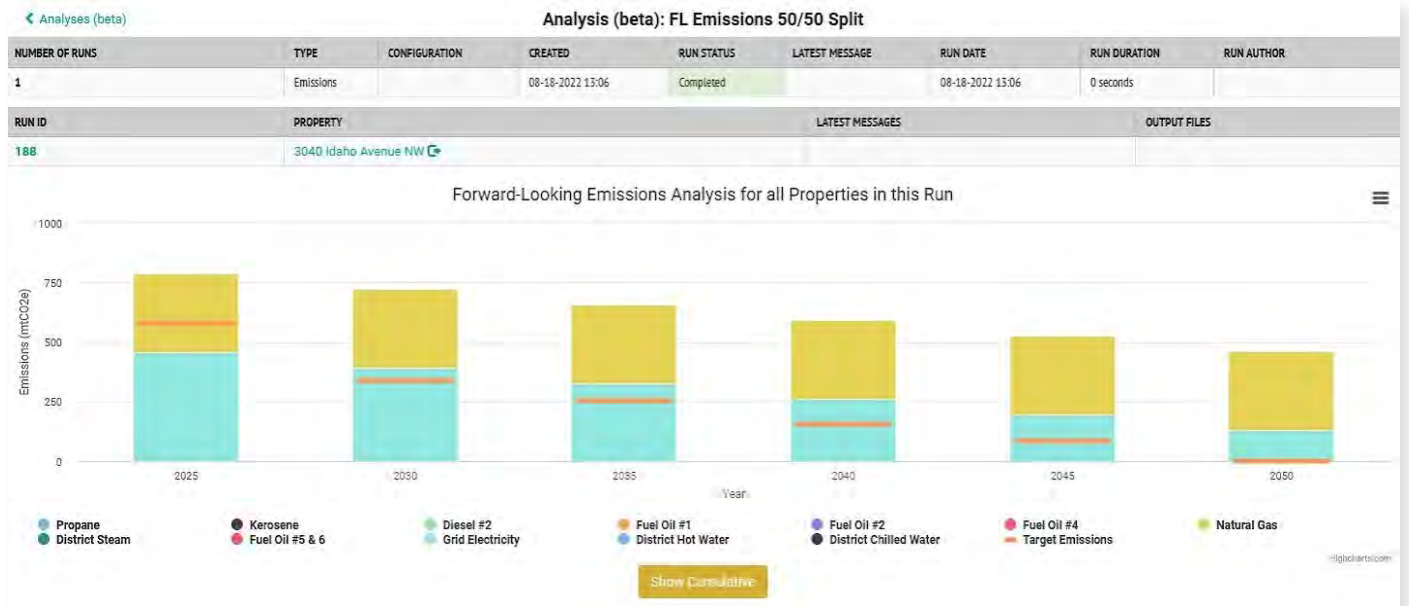
useful foundational element of helping shape the building sector decarbonization strategy. BEAM also includes a Building Optimization tool to help the City evaluate decarbonization targets and strategies. The tool evaluates the suite of possible efficiency measures from an audit or online analysis of the building's characteristics and generates a building-specific roadmap of upgrades. The pathway is designed to ensure that retrofits and investments made in the property help meet local policy objectives. The tool takes into account the remaining lifetime of existing energy systems, costs and savings of individual measures, the lifetime of proposed systems, investment budgets and non-compliance penalties to recommend an appropriate sequence of investments for each individual building. The sequence of upgrades in the building roadmap matches the city-wide compliance timeline. As it evaluates decarbonization policies, the City can use the Building Optimization tool to help understand compliance pathways and their associated costs for a

selected group of buildings. This would also be a helpful tool for City facilities to understand a path forward to comply with ZEMBOP.

TASK 4: PROJECT MANAGEMENT

Led by NORESKO, the team will coordinate via email, shared documents and repositories, and via web meetings. The team is available for regularly scheduled meetings with the City, as well as on a case-by-case basis when more urgent meetings are needed. All team members are equipped to handle multiple projects and tasks simultaneously, as different staff members have different areas of expertise and are experienced with internal task delegation.

The team will be available for any regularly scheduled calls and is generally available to do so remotely via Zoom, Microsoft Teams or whatever platform is preferred by the City. Several key staff personnel are located in the San Diego area and are available to meet in-person, including for stakeholder engagement and trainings.



Emissions projections every five years through the year 2050. The building depicted here is powered half by grid electricity and half by natural gas. Orange lines show target emissions for the year.

RELEVANT EXPERIENCE

On the following pages we have included references and project experience relevant to this scope of work.

NORESCO has provided a similar scope of work services throughout the United States and has worked closely with clients such as Southern California Edison, San Diego Gas & Electric, and Pacific Gas & Electric. We have provided our references for these clients under Tab A in the Contractors Standards Pledge of Compliance form on page 8 of this proposal as well as below. We also wanted to include some references from our partners, SDGBC and Clearly Energy. Please feel free to also reach out to these contacts to attest to our team's abilities to perform this project.

NORESCO CLIENT REFERENCES

Company Name: California Energy Commission

Contact: Will Vicent

Phone: 916.628.1556

Email: Will.Vicent@energy.ca.gov

Scope of Work: Research to support policy updates for Title 24, Part 6 including cost-benefit analysis, impact analysis, building stock inventory and

code language preparation. Also support compliance software and other policy implementation tools.

Company Name: City of Chula Vista

Contact: Coleen Wisniewski

Phone: 619.409.5828

Email: CWisniewski@chulavistca.gov

Scope of Work: Supporting education and outreach around City's Building Energy Savings Ordinance. Outreach to building owners and support for reporting.

SDGBC CLIENT REFERENCES

Company Name: City of San Diego

Contact: Piyana Jenny Kunna

Phone: 619.218.2733

Email: PKunna@sandiego.gov

Scope of Work: Supporting the Sustainability Dept, Environmental Services Dept, and Economic Development Dept through their Local Government Partnership Program.

CLEARLYENERGY CLIENT REFERENCES

Company Name: D.C. Department of Energy & Environment

Contact: Andrew Held

Phone: 202.727.8950

Email: andrew.held@dc.gov

Scope of Work: Host an instance of the BEAM to facilitate the management of the District of Columbia's energy benchmarking and building energy performance standard ordinances.

Company Name: The City of Reno, Nevada

Contact: Suzanne Groneman

Phone: 775.399.8035

Email: GronemanS@Reno.Gov

Scope of Work: Energy benchmarking, including automation of data collection from ENERGY STAR Portfolio Manager; organization of data by reporting year; data quality tests; compliance tracking; a Helpdesk to track and manage building owner inquiries and a public knowledge base to facilitate communication with building owners.



OUTREACH AND TRAINING RELEVANT EXPERIENCE

CITY OF SAN DIEGO

San Diego, CA

SDGBC has supported the City in public outreach to benefit their Climate Action Plan and Municipal Energy Strategy Plan

SDGBC has supported the City of San Diego in several areas since 2016 through the Local Government Partnership program. They provided education opportunities for City staff including a diverse number of strategies such as integrated demand side management, water and energy efficiency, zero net energy (ZNE), and net positive design into the larger energy management/climate change mitigation program goals. SDGBC worked with the Economic Development Dept to provide support to Business Improvement Districts and the City's Green Business Network. This support included performing business audits as a part of the program to connect facilities with applicable energy and water utility rebate/incentive programs.



SAN DIEGO REGIONAL ENERGY PARTNERSHIP

San Diego, CA

SDGBC helps with the development of Energy Efficiency integrative strategies identification of deep synergies

SDGBC contracted through the Local Government Partnership program to team up with SDREP which represented the following jurisdictions: Port of SD, City of SD, Chula Vista, County of SD, and SANDAG. SDGBC took much of the education they had previously delivered to San Diego and Chula Vista and brought it to a larger audience across the whole region. This project brought together sustainability experts from diverse backgrounds to advance energy efficiency and carbon planning strategies to about 350 participants throughout the region. This effort also supported the ability for municipal staff to gain green building credentials so they could then carry out the goals of implementing sustainability plans.



SOUTHERN CALIFORNIA EDISON & SDGE - LOCAL ENERGY CODES OUTREACH AND TRAINING

Southern California

NORESCO supports Southern California Codes and Standards Program by connecting with local organizations, industry and municipalities to provide resources and training.

NORESCO has been supporting outreach to raise awareness of the resources, training and code development support offered by the Statewide Codes and Standards Program. NORESKO also supports municipalities in Southern CA to apply review checklists and other resources developed specifically for Authorities Having Jurisdiction to make their reviews faster and easier. The team also provides training on various energy code topics such as compliance forms, utilizing online compliance tools, and options to consider for new reach codes or local ordinances.



SOFTWARE DEVELOPMENT RELEVANT EXPERIENCE



ENERGY AND WATER BENCHMARKING PROGRAM

Reno, NV

ClearlyEnergy worked with Reno's Sustainability Office to provide compliance tracking and reporting services

With BEAM, ClearlyEnergy created a platform to manage the City of Reno, Nevada's simultaneous energy and water benchmarking and performance goals ordinance. The ClearlyEnergy team has assisted Reno's Sustainability Office from initial steps such as creating a covered properties list with unique building identifiers, automation of data collection from ENERGY STAR Portfolio Manager, organization of data by reporting year, data quality tests, compliance tracking, and facilitation of a Helpdesk to track and manage building owner inquiries. Most recently ClearlyEnergy has implemented a data reporting template compliant with the City of Reno's ordinance requirements.



D.C. DEPARTMENT OF ENERGY & ENVIRONMENT

Washington, D.C.

ClearlyEnergy facilitates the management of D.C.'s Building Energy Performance Standards (BEPS) Program

ClearlyEnergy hosts BEAM to facilitate the District of Columbia's energy benchmarking and building performance standards ordinances, or BEPS, the first operational ordinance of its kind. ClearlyEnergy has partnered with the D.C. Department of Energy & Environment to build out BEAM's capabilities such as compliance pathway selection and forward-looking emissions projections to help D.C. as it reduces emissions from its building stock.



EFFICIENCY VERMONT - CITY OF MONTPELIER VERMONT

Montpelier, VT

ClearlyEnergy developed and manages the software platform for the mandatory Montpelier time of listing energy labeling and the voluntary statewide effort

These programs leverage the ClearlyEnergy Automated Energy Model (AEM) and home energy system and/or utility consumption or cost information collected via a web front end to generate an easy-to-share energy label. The Vermont Home Energy Profile (VHEP) label summarizes the home's energy cost, how its consumption compares to similar homes, areas of achievement, targeted focus for improvements and links to utility company incentives. Contractors and lenders also use the Vermont Home Energy Profile, Home Energy Score, and a ClearlyEnergy workflow management tool as part of the Vermont Energy First Mortgage program.

POLICY DEVELOPMENT RELEVANT EXPERIENCE

SDGE – DECARBONIZATION POLICY SUPPORT

San Diego County, CA

NORESCO on local Southern California team to advance jurisdictions in San Diego County towards successful decarbonization policy to meet Climate Action Plan goals

SDG&E has assembled a team of policy experts, including NORESKO, to support San Diego County municipalities with identifying building policy mechanisms to achieve their climate action plan goals. This includes supporting Chula Vista, Encinitas, Del Mar, Carlsbad, Oceanside, Solana Beach and San Diego in policy development and implementation activities. Tasks include research and policy advancement recommendations, development of tools, training and resources, outreach, and coordination with the California Energy Commission on existing and future state policy.

CALIFORNIA ENERGY COMMISSION — NON-RESIDENTIAL PHOTOVOLTAICS AND BATTERY STORAGE

Statewide, CA

NORESCO serves as primary author and technical lead on the approved measure/proposal to require solar and battery storage in new commercial buildings as well as high-rise residential buildings

The California Public Utilities Commission and the California Energy Commission jointly developed the Energy Efficiency Strategic Plan in 2008 and set goals for newly constructed nonresidential buildings to be zero net energy (ZNE) by 2030. To help them meet this goal, NORESKO, sponsored by the Energy Commission, investigated the cost-effectiveness of PV and battery systems in nonresidential (and high-rise multifamily) buildings.

CITY AND COUNTY OF DENVER — 2021 BUILDING CODE FACILITATOR AND CONSULTANT

Denver, CO

NORESCO partners with the City of Denver to advance their local building and stretch code

NORESCO is currently acting as the facilitator and consultant to assist with adoption and amendments of the 2021 International Code Council’s Building and Fire Codes (I-Codes) to create Denver’s 2022 Building and Fire Code and Denver Green Code (the municipal stretch code). NORESKO is working with three subconsultants and City-Staff to develop code proposals, manage stakeholder input and lead hearings and consensus processes, among other activities, to complete the requested scope.





APPENDIX



SALLY BLAIR, LEED AP, MBA
Director



Sally Blair is the Director of NORESKO's Sustainable Building Programs. She has two decades' experience making buildings more sustainable and energy efficient. Sally's expertise in codes and standards development and compliance improvement is leading our team and clients to a decarbonized future. Her enthusiasm for helping building industry market actors comply with green and energy codes is helping the industry realize the expected savings. Sally is passionate about supporting clients in adopting stringent codes that will result in carbon savings and providing the support needed to enforce and comply.

SELECTED RELEVANT EXPERIENCE

SOUTHERN CALIFORNIA EDISON

STATEWIDE, CA

Title 24: Building Dept Training/Process Improvement Program
Project Management, *Program Development and Implementation*

Title 24, Part 6: Best Practices Program, Forms Ace Integration
Project Manager, *Program Development and Implementation*

Los Angeles County Best Practices Program (BPP) Workshops
Project Management, *Training Development and Implementation*

Cool Roof Metric Tracking Tool
Project Management, *Tool Development and Implementation*

Energy Design Resources
Program Oversight, *Quality Control and Program Direction*

Technology Test Centers
Project Staff, *SWOT Analysis for SCE Technology Test Centers*

Design Essential Needs Assessment
Project Management, *Assessment to support Title 24, Part 6 code compliance*

PACIFIC GAS & ELECTRIC

Title 24 Codes and Standards Online Training Program
Project Manager, *Title 24 Part 6 Residential Ventilation Requirement Expertise*

Permit Streamlining
Program Oversight, *Quality Control and Program Direction*

Nonresidential Compliance Document Redesign
Project Management and Technical Consulting, *Standards Compliance Ruleset Development*

NRCC-PRF Updates and Schema Implementation
Project Manager, *Team management and Coordination*

Nonresidential Prescriptive Form Schema Development
Project Manager, *Ruleset Development and Schema Testing*

EMPLOYMENT HISTORY

2005 to Present

Director
NORESKO

2003 to 2005

Past employment also includes positions at RMH Group and Syska Hennessy Group

ACCREDITATIONS

Registered Engineer Intern

State of Colorado



LEED Accredited Professional
U. S. Green Building Council

EDUCATION

Masters of Business Administration

University of Colorado

Bachelors of Science

Mechanical Engineering
University of Colorado

LECTURES & PRESENTATIONS

Blair, S., Weinkle, K. "How Integrated Design Can Add Value to Your Role As Energy Consultant." CABEC Conference. Palm Springs, CA Oct. 2017

Moderator, "NYC's Ambitious New Energy Code-How Does It Stack Up?" Building Energy NYC Conference. New York, NY. Nov. 2016



MICHAEL GOODRUM, P.E., CEM, CMVP

Project Lead

Mr. Goodrum leads NORESKO's codes and standards services for existing building policy. His extensive background evaluating the effectiveness of existing building upgrades has afforded him a deep understanding of what produces savings and what does not when it comes to upgrade strategies. Mr. Goodrum brings this knowledge to the Codes and Standards team, enabling policy development and implementation support that is based on the audit, design, construction, financing and operation realities of building energy upgrades.

Prior to becoming manager, Mr. Goodrum worked for more than a decade as a verification engineer for NORESKO's energy savings performance contracts. His projects included upgrades and retrofits to lighting, water, HVAC and HVAC controls, central energy plants, and renewable energy installations.

SELECTED RELEVANT EXPERIENCE

U.S. DEPARTMENT OF ENERGY

MULTIPLE LOCATIONS, U.S.

Argonne National Laboratory

Manager, Performance Engineering, *Measurement and Verification*

Idaho National Laboratory

Manager, Performance Engineering, *Measurement and Verification*

Los Alamos National Laboratory

Manager, Performance Engineering, *Measurement and Verification*

Pantex Plant

Manager, Performance Engineering, *Measurement and Verification*

CARRIER CORPORATION

Manufacturing Plant

COLLIERVILLE, TN

Project Manager, *Energy Audit and Energy Reduction Plan Development*

FEDERAL BUREAU OF PRISONS

MULTIPLE LOCATIONS, U.S.

Federal Corrections Corporation - Energy Infrastructure Upgrades

Manager, Performance Engineering, *Measurement and Verification*

UNITED STATES ARMY

COLUMBIA, SC

Fort Jackson - Energy Infrastructure Upgrades

Manager, Performance Engineering, *Measurement and Verification*

EMPLOYMENT HISTORY

2017 to Present

Manager, Performance Engineering
NORESKO

2012 to 2017

Senior Energy Engineer, Team Leader
NORESKO

2006 to 2012

Energy Engineer II
NORESKO

2003 to 2006

BWR Fuels Engineer
Energy Nuclear

ACCREDITATIONS

Professional Engineer

State of Colorado

Certified Measurement and Verification Professional

Association of Energy Engineers

Certified Energy Manager

Association of Energy Engineers

AFFILIATIONS

Member, Association of Energy Engineers

EDUCATION

Masters of Science

Civil Engineering
University of Colorado, Boulder

Bachelors of Science

Nuclear Engineering



JOHN ARENT, P.E.
Policy Lead



John Arent has more than 20 years of engineering experience in the building energy efficiency industry, with the majority in codes and standards development. Mr. Arent provides his technical expertise in developing energy codes and standards. He has performed technical analysis in support of the Title 24 Energy Efficiency Standards for three code cycles and conducted research and testing of displacement ventilation systems. Mr. Arent also has experience conducting energy audits and performing retro-commissioning of commercial buildings.

Previously Mr. Arent worked as an engineer aiding with system sizing and component testing of solar hot water heating systems. He also has experience with energy simulation and solar thermal systems.

SELECTED RELEVANT EXPERIENCE

PACIFIC GAS & ELECTRIC

Codes and Standards Enhancement Initiative (CASE)

Project Engineer, Codes and Standards Development

Zero Net Energy Commercial Market Characterization

Project Engineer, ZNE Codes and Standards Research and Development

CALIFORNIA ENERGY COMMISSION

Title 24 2022 Nonresidential Technical Support

Project Engineer, Software Development and Program Management

2016-2019 Nonresidential Building Science Technical Support- CBECC Software

Project Engineer, Code Development and Technical Support

Title 24: 2016-2019 Nonresidential Building Science Technical Support

Project Engineer, Code Development and Technical Support

Title 24-2013 Building Energy Efficiency Standards Update

Project Engineer, Code Development and Technical Support

Title 24-2013 Nonresidential Alternative Calculation Method Reference Manual

Lead Engineer, Research and Development

Title 24-2008 Building Energy Efficiency Standards Update

Project Engineer, Code Development and Technical Support

Title 24-2005 Building Energy Efficiency Standards Update

Project Engineer, Code Development and Technical Support

EMPLOYMENT HISTORY

2019 to Present

Manager
NORESKO

2004 to 2018

Senior Engineer
NORESKO

1996 to 2004

Past employment also includes positions at Eley Associates, Heliodyne, & Asyst Technologies Inc.

ACCREDITATIONS

Registered Mechanical Engineer

State of California #33602

AFFILIATIONS

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers

Member, Zero Energy Commercial Buildings Consortium

EDUCATION

Masters of Science

Mechanical Engineering
Colorado State University

Bachelors of Science

Engineering
Swarthmore College

RECOGNITION

Poster Presentation Award, 2011
American Society of Heating, Refrigerating and Air-Conditioning Engineers



KRISTEN SALINAS, P.E., LEED AP BD+C, WELL AP, MBA

Support for Marketing, Outreach, Training, and Policy

Kristen Salinas provides guidance and recommendations on how to integrate sustainable design into new and existing buildings. Ms. Salinas' background in civil engineering provides a comprehensive understanding of the design process and how to best integrate sustainable practices. Her certificate in Green Building and Sustainable Design has provided her a broad background in eco-friendly materials, site planning, water/wastewater innovations, and habitat conservation.

SELECTED RELEVANT EXPERIENCE

SAN DIEGO GAS & ELECTRIC

MULTIPLE LOCATIONS, CA

Code Compliance Enhancements

Technical Consultant, *Education, Training and Development of Program Materials*

Reach Code Compliance Tools

Technical Consultant, *Tool Development and Outreach/ Education*

SOUTHERN CALIFORNIA EDISON

Title 24: Building Department Training/Process Improvement Program
Program Analyst, *Program Diagnosis and Implementation Evaluation*

Los Angeles City and County Building Department Energy Code Training
Program Analyst, *Training Development and Implementation*

CALIFORNIA ENERGY COMMISSION

Title 24-2013 Nonresidential Building Energy Efficiency Standards Technical Support

Project Manager, *AB758 Oversight*

COMMERCIAL ENERGY SERVICES NETWORK

COMNET Best Practices for Building Departments Code Compliance
Program Analyst, *Building Department Field Coordination, Research and Development*

PACIFIC GAS & ELECTRIC

Net-Zero Energy Pilot Program for Large Scale Community Developments
— Laney College, Building Efficiency for a Sustainable Tomorrow (BEST) Center

OAKLAND, CA

Engineer, *Measurement and Verification*

EMPLOYMENT HISTORY

2008 to Present

Senior Sustainability Consultant
NORESKO

2006 to 2008

Past employment also includes positions at RBF Consulting and David Evans & Associates

ACCREDITATIONS

Professional Engineer (Civil)

State of California #76551



LEED® Accredited Professional
Building Design +
Construction

U.S. Green Building Council

WELL AP

International WELL Building Institute
Green Business Certification Inc

EDUCATION

Masters of Business Administration

Leavey School of Business
Santa Clara University

Bachelors of Science

Civil Engineering
California Polytechnic State University

Certificate, Green Building and Sustainable Design
University of California



KYRA WEINKLE, LEED AP BD+C

Support for Marketing, Outreach, Training, and Policy



Ms. Weinkle brings expertise in design thinking and the “user-centered” design process to her work improving compliance with building energy codes. She has extensive experience performing needs assessments to understand situations and needs of the various market actors who participate in the energy code compliance process. Ms. Weinkle professionally designs and facilitates workshops, focus groups and charrettes leading to solutions and has expertise in conducting market actor interviews during solution development. She also has education and expertise designing user-interfaces, which craft the user-experience with compliance tools.

SELECTED RELEVANT EXPERIENCE

SAN DIEGO GAS & ELECTRIC

STATEWIDE, CA

DesignShift Workshops

Project Manager, *Workshop Facilitation*

Code Compliance Support

Project Manager, *Education, Training and Development of Program Materials*

Reach Code Compliance Tool Development

Project Manager, *Tool Development and Outreach/ Education*

PACIFIC GAS & ELECTRIC

Forms Ace Tool User Interface

STATEWIDE, CA

Subject Matter Expert, *Designed and tested user interface for online form completion tool*

Simplification of Code Focus Groups

LOS ANGELES AND SAN FRANCISCO, CA

Subject Matter Expert, *Designed and Facilitated Market Actor Focus Groups*

SOUTHERN CALIFORNIA EDISON

STATEWIDE, CA

Energy Code Ace Application Guides

Project Manager, *Application guide development and layout*

Title 24, Part 6 Designer Essentials Training

Project Manager, *Performed needs assessment, designed and developed curriculum*

Code Compliance and Advocacy Integration

Subject Matter Expert, *Trained CASE authors on “user-centered” design concepts*

Energy Design Resources

Project Manager, *Performed needs assessments, designed and developed integrated design tools*

EMPLOYMENT HISTORY

2012 to Present

Senior Sustainability Consultant
NORESKO

2001 to 2012

Past employment also includes positions at LONG Energy Solutions, and Bush Décor and Construction

ACCREDITATIONS



LEED® Accredited Professional
Building Design &
Construction

U.S. Green Building Council

AFFILIATIONS

Member, Colorado Chapter, U.S. Green Building Council

EDUCATION

Green Building Certificate

Colorado State University

Bachelors of Fine Arts

University of North Carolina

LECTURES & PRESENTATIONS

Blair, S., Weinkle, K., “How Integrated Design Can Add Value to Your Role as Energy Consultant.” CABEC Conference. Palm Springs, CA. Oct. 2017. Educational Session Presenter

Weinkle, Kyra. “Edible Landscapes for Schools.” Green Schools Summit. North High School, Denver, CO. 26 Oct. 2012. Educational Session Presenter



ZALMIE HUSSEIN, CMIT, LEED GREEN ASSOCIATE

Support for Marketing, Outreach and Training

Zee Hussein has an impressive decade of continuously working to improve the built environment. Immediately prior to his employment at NO RESCO, Mr. Hussein was a Mechanical Code Development Administrator for the International Association of Plumbing and Mechanical Officials (IAPMO), where he was integral to writing the 2018, 2021, and 2024 Uniform Mechanical Codes, as well as the 2019 and 2022 California Mechanical Codes. He holds a Bachelor of Science in Construction Engineering Management from California State University Long Beach and is a LEED Green Associate and a Construction Manager-in-Training.

Zee is a California native with deep project experience across Southern California. His construction background affords him a unique “end user” perspective of the codes he writes, and his experience as an estimator in preconstruction, which allowed him to work with multiple different types of building standards, gives him the ability to translate his own code work into practical, applicable measures.

SELECTED RELEVANT EXPERIENCE

SOUTHERN CALIFORNIA EDISON

STATEWIDE, CA

Create and Update Energy Code Compliance Tools and Resources
Codes Project Manager, *Manage and QA/QC updates to Energy Code Ace compliance tools and resources for adopted 2019 and 2022 Energy Codes*

Compliance Outreach
Codes Project Manager, *Provide outreach support for SCE Compliance Improvement Program for Title 24, Part 6*

NYSERDA

NEW YORK, NY

Third Party Energy Code Support Pilot Program
Codes Project Manager, *Code Compliance Support*

CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)*

2022 California Mechanical Code (CMC)
2019 California Mechanical Code (CMC)
Mechanical Code Development Administrator, *Research, support, and development of new and existing codes, standards, and ancillary documents to meet industry needs*

*Experience while with a previous employer

EMPLOYMENT HISTORY

2022 to Present

Codes Project Manager II
NO RESCO

2018 to 2022

Mechanical Code Development Administrator
IAPMO

2012 to 2018

Project Engineer
Control Air Enterprises, Steiny and Company, Inc, and Griffith Company

ACCREDITATIONS



LEED® Green Associate
U.S. Green Building Council

Construction Estimating Certification
Fullerton College, Fullerton, CA

Construction Manager-in-Training (CMIT)

Construction Management Association of America (CMAA)

OSHA 10- and 30-Hour Construction Safety Training

Occupational Safety and Health Administration (OSHA)

EDUCATION

Bachelors of Science

Construction Engineering Management
California State University Long Beach,
Long Beach, CA

Associate of Science

Civil Engineering
Fullerton College, Fullerton, CA



**CHARLIE TRUJILLO, LEED GREEN ASSOCIATE,
ECODISTRICTS AP, GPRO, TRUE ADVISOR**
Support for Marketing, Outreach and Training

Charlie is an associate sustainability consultant at NORESKO. He has long advocated sustainability practices and helping mitigate the affects the built environment has on climate change and occupant health through project certifications and energy efficiency. At NORESKO, he will be working with the Codes & Standards team helping projects comply with their local energy codes such as CA Title 24, part 6. Additionally, Charlie will also be working with the certifications team helping clients pursue their certification goals such as LEED and WELL. Charlie's passion for the built environment lead him to pursue and achieve accreditations such as LEED Green Associate, EcoDistricts AP, TRUE Advisor, and GPRO. Additionally, he is active in green building organizations in his area such as the San Diego Green Building Council and the San Diego Building Electrification Coalition, where education and outreach to the San Diego community is one of his primary goals.

SELECTED RELEVANT EXPERIENCE

SAN DIEGO GAS & ELECTRIC

MULTIPLE LOCATIONS, CA

Code Compliance Enhancements

Associate Analyst, Education, Training and Development of Program Materials

Reach Code Compliance Tools

Associate Analyst, Tool Development and Outreach/ Education

SOUTHERN CALIFORNIA EDISON

STATEWIDE, CA

Compliance Input on Proposed Energy Code Updates

Associate Analyst, Manage team of subject matter experts providing input on proposed updates to 2022 and 2025 Title 24, Part 6

Compliance Outreach

Associate Analyst, Provide outreach support for SCE Compliance Improvement Program for Title 24, Part 6

NYSERDA

NEW YORK, NY

Third Party Energy Code Support Pilot Program

Associate Sustainability Analyst, Code Compliance Support

CITY OF CHULA VISTA, CA

CHULA VISTA, CA

Building Performance Standard Development and Implementation

Associate Analyst, Building Performance Standard Development,

EMPLOYMENT HISTORY

2021 to Present

Associate Analyst
NORESKO

2019 to 2021

Past employment includes positions at AmeriCorps, San Diego Green Building Council and SDSU Office of Sustainability Services

ACCREDITATIONS

LEED® Green Associate

U.S. Green Building Council

EcoDistricts AP

EcoDistricts Foundation

GPRO

Urban Green Council

TRUE Advisor

Total Resource Use and Efficiency (TRUE)

AFFILIATIONS

Member, San Diego Green Building Council (SDGBC)

Sustainability Committee Member
SDSU Associated Students

Member, Society of Hispanic Professional Engineers

EDUCATION

Bachelor of Arts

Sustainability and Engineering
San Diego State University



RACHEL TRUTTMANN

Support for Marketing, Outreach and Training

Rachel Truttmann developed a passion for the field of sustainability during an AP Environmental Science class in high school and navigated the course of her future from there. She went on to major in Environmental and Ocean Sciences at the University of San Diego, where her affinities for electrification, renewable energies, and, especially, water conservation, were realized. Ms. Truttmann began working for NORESKO in 2022.

Rachel is adamant about working to push the building and construction industry towards a more sustainable future. In addition to her love for the built environment, Rachel also has an interest in sustainable fashion.

SELECTED RELEVANT EXPERIENCE

SOUTHERN CALIFORNIA EDISON

MULTIPLE LOCATIONS, CA

Compliance Improvement Program

Sustainability Consultant, Education, Training and Development of Program Materials

SAN DIEGO GAS & ELECTRIC

MULTIPLE LOCATIONS, CA

Compliance Improvement Program

Sustainability Consultant, Education, Training and Development of Program Materials

CITY OF CHULA VISTA, CA

CHULA VISTA, CA

Building Performance Standard Development and Implementation

Sustainability Consultant, Reach Code / Benchmarking Program Support

CITY OF ENCINITAS, CA

ENCINITAS, CA

Reach Code Program Support

Sustainability Consultant, Reach Code Program Support

CITY OF SAN DIEGO, CA

SAN DIEGO, CA

Climate Action Plan Implementation Program Support

Sustainability Consultant, CAP Implementation Program Support

EMPLOYMENT HISTORY

2022 to Present

Associate Sustainability Consultant
NORESKO

2021 to 2022

Field Science Intern
Clarke

2020 to 2021

Ms. Truttmann's experience includes Project Manager on a research project at the University of San Diego and a position at the Carney Training Facility

AFFILIATIONS

Secretary, Women in STEM Club,
University of San Diego

Chapter Council Event Chair, Kappa
Kappa Gamma, University of San Diego

EDUCATION

Bachelors of Arts and Sciences

Environmental and Ocean Sciences
University of San Diego



Colleen FitzSimons, PMP, LEED AP, GPR

Executive Director
 San Diego Green Building Council
 colleen@sd-gbc.org

Summary of Qualifications

Executive Director with over 14 years of experience managing projects from technology infrastructure to green building certifications. Extensive experience working with diverse project teams, integrating varied levels of expertise and experience to ensure project success.

Experience

San Diego Green Building Council – Executive Director

[San Diego, CA: Dec 2020 - Present]

The San Diego Green Building Council's mission is to inspire, educate, and collaborate within our community to transform our built environment toward true sustainability. As Executive Director, my duties include:

- Oversee all operations and strategic direction of this environmental nonprofit
- Manage and cultivate national relationships with the U.S. Green Building Council, International Living Future Institute, New Buildings Institute, and others
- Develop relationships and programs within San Diego County, the City of San Diego, and other local governments, resulting in multi-benefit sustainability projects to advance local and state climate action goals
- Manage and direct outreach for state-wide codes & standards, green business certification and induction cooktop loaner programs
- Manage and direct education programs such as a sustainability-focused conference, workshops, and project-based learning opportunities

Sustainability Consultant

[San Diego, CA: 2020]

- Provide education and training on the California Green Building Code.

Urban Fabrick, Inc. - Senior Project Manager

[San Francisco and San Diego, CA: 2016 – 2020]

- Craft Climate Action Plans and organizational Sustainability Plans with policies and programs to support tracking and meeting the plan targets.
- Improve communication and understanding between technical and non-technical project team professionals.
- Present on rating systems, certification best practices and project specific experience to broad spectrum of audiences from industry professionals to local government.
- Facilitate successful green building certifications.
- Managed internal financial goals for multiple projects and proposals.

Build It Green - GreenPoint Rated Program Manager

[Oakland, CA: 2015 – 2016]

- Managed residential green building certification program certifying over 9,000 homes, resulting in a one ton reduction in greenhouse gas emissions in 2015.
- Managed updates to the online portal and payment systems, reference materials, and technical standards utilizing expertise and input from external and internal stakeholders.

Education

California Polytechnic State University - B.S., Architectural Engineering



Robert D. Carr, MA, LEED AP O+M, LFA

Education and Project Manager
 San Diego Green Building Council
 robert@sd-gbc.org

Summary of Qualifications

Established professional within San Diego's sustainability community with expertise in:

- Leading and managing green building certification projects
- Outreach to and educating businesses, residents and leaders about sustainable measures and practices
- Advocating for a decarbonized built environment
- Evaluating and identifying unique and targeted sustainability needs, resources and solutions
- Researching policies and practices that relate to environment, economy and social equity
- Developing and managing partnerships with partners, peers, stakeholders and customers for complex topics
- Communicating scientific information and complex topics into information people can use

Experience

San Diego Green Building Council

[San Diego, CA: 2016 - 2020, 2022 - Present]

Education and Project Manager

- Develop and manage green building and LEED specific education and programs. This includes curriculum development and execution, resource management, and LEED O+M certification of existing buildings.

Staff Community Coordinator of Sustainable Business Outreach

- Lead an initiative funded by the City of San Diego Environmental Services Department to engage San Diego Business Improvement Districts and their membership to develop Sustainability Champion Teams that promote sustainable practices within their individual districts and to their member businesses. Project included: project management, public engagement, change management, and writing and editing of a sustainability handbook.

Project Coordinator for the Green Assistance Program

- Assisted in the LEED certification the San Diego Food Bank, San Diego Ronald McDonald House, and 4 Balboa Park buildings, including energy, water and waste audits and data analysis

Robert Carr Consults

[San Diego, CA: 2017 – 2022]

Programs and educational outreach consultant to SDGBC, Efficiency First California, and LEED-certification clients

- Provided as-needed outreach, education and programs support which included training adults for LEED and GPRO certification and education programs

Groundwork San Diego - Consulting Project Manager

[San Diego, CA: 2017 – 2018]

Supporting Executive Director on two grant-funded projects:

- Through San Diego County Water Authority's Integrated Water Resource Management Program, engaged economically and culturally diverse community to demonstrate energy and water efficiency. Project included working with commercial businesses to solarize and implement other energy and water efficiency measures, as well as storm water capture strategies.
- Through the California Energy Commission, contributed to the development of a model zero net energy master plan for an economically disadvantaged community. Project included: researching emerging local and

Véronique Bugnion

vbugnion@clearlyenergy.com
443-822-1301

**Education & Training****Massachusetts Institute of Technology (1996-2001), Boston MA**

- Ph.D. Climate Physics and Chemistry. Thesis: "Driving the Ocean's Overturning: An Adjoint Sensitivity Study". Rossby award for best thesis in the Program in Atmospheres and Oceans.
- M.Sc Technology and Policy Program. Thesis: "The Efficiency of Carbon Sequestration by Direct Injection in the Ocean".

Swiss Federal Institute of Technology (1990-1995), Zurich CH

- B.Sc. (Dipl.Nat.Wiss) in Earth Sciences with Highest Honors.
- Willy Studer Prize for best degree in the Department of Earth Sciences

Professional Experience**ClearlyEnergy, Inc. co-Founder & CEO (2013-present), Baltimore, MD**

- ClearlyEnergy has added energy costs to 46million homes on real-estate portals across the US and Canada and provides residential energy labelling services for compliance and voluntary disclosure
- ClearlyEnergy manages Building Energy Performance standard programs.
- ClearlyEnergy tracks climate and sustainability attributes of corporate, municipal, sovereign debt.

Thomson Reuters, Global Head Natural Gas, Renewables & Carbon (2010-2012), D.C.

- Upon acquisition of Point Carbon by Thomson Reuters, took responsibility for the natural gas, emissions and renewable energy content, business development and client base.
 - \$60M budget responsibility.

Adjunct Professor, Johns Hopkins University (2010-present)

- Climate and Energy Finance & Climate Risk classes in the Energy and Climate Program.

Point Carbon, Global Head, Trading Analytics and Research (2006-2010), Washington D.C.

- Responsible for the development and operation of research and analytic products.
- Personnel and product responsibility across carbon, power, natural gas and environmental commodities markets; staff of 65 across three offices, \$15 million revenue.

TwoSigma Investments, Commodities Research (2005) New York, NY

- Acquired cipeRisk's IP to implement analytical trading strategies in the commodities markets.

cipeRisk, Inc., President (2004), Columbia, MD

- Developed investment strategies for the energy markets

Constellation Power Source, Associate (2001-02) & Vice-President (2002-04), Baltimore MD

- Built a weather derivatives trading platform, electricity and natural gas demand forecasts
- Co-developed a next-generation enterprise-wide risk management system, including pricing weather derivative hedges, outage insurance, full-requirements load following transactions
- Valued generation assets (fossil, hydro, pump storage, wind) for acquisition purposes.



Sydney Abraham

Energy & Climate Analyst

sabraham@clearlyenergy.com

EDUCATION AND TRAINING

SMITH COLLEGE, NORTHAMPTON, MA 2021

September 2017 - May

Bachelor of Arts in Environmental Science & policy

- Cumulative GPA: 3.93
- Phi Beta Kappa, Cum Laude Graduate
- Winner: Florence Augusta Merriam Bailey Prize in Environmental Science & Policy

PROFESSIONAL EXPERIENCE

Clearly Energy

Energy & Climate Analyst

July 2022 - Present

- Assist with customer engagement, including providing onboarding and support for BEAM and Remotely tools
- Liaise with and aid stakeholders, including municipalities and private users
- Support policy research, data analysis, proposal writing, and other programs as needed

NJ AmeriCorps Watershed Ambassador Program | NJ Department of Environmental Protection

Watershed Ambassador

September 2021 - July 2022

- Organized and led:
 - 60 educational presentations with schools, scout groups, and partner organizations
 - 12 environmental stewardship projects, including tree plantings, clean-ups, and stream assessment trainings
 - 35 biological and habitat waterbody assessments within designated survey area, including macroinvertebrate identification

Divest Smith College

Lead Strategist, Secretary

September 2017 - May 2021

- Successfully lobbied Board of Trustees to adopt institutional fossil fuel divestment
- Advised on and drafted institutional ESG criteria
- Coordinated strategy, networking, communications, logistics, and outreach

Capstone in Environmental Science & Policy

January - May 2021

- Selected by local advocacy group to solve municipal waste crisis
- Analyzed current system of waste hauling and alternative methods
- Prepared policy recommendations and feasibility assessments for Town Council

Smith College Office for International Study

Study Abroad Peer Advisor

January 2020 - May 2021

- Guided students through the study abroad process; processed and read hundreds of student applications



Carolyn Sarno Goldthwaite

Vice-President, Partner Engagement
 cgoldthwaite@clearlyenergy.com
 617-794-5694

EDUCATION AND TRAINING

Bachelor of Science, Psychology, Salem State University, Salem, MA, 1995
 Building Operator Certification, May 2006

PROFESSIONAL EXPERIENCE

ClearlyEnergy, Inc. March 2022- Present

- Fosters new, and nurtures existing partnerships with government, community representatives, private sector, and institutional partners to leverage and expand resources that increase the effectiveness and scale of programs
- Provides technical assistance to municipalities, states, lending institutions, and NGOs on the implementation of tools
- Engages in ongoing program design, integrating evolving practices and innovation
- Develop supporting materials and assist with convening and supporting information
- In coordination with the CEO, play a key role in the overall development, strategic planning, service delivery, and management of the organization across multiple areas.

Northeast Energy Efficiency Partnerships (NEEP) Senior Director, May 2004- January 2022

Facilitated partnerships among and served as an information resource for policymakers, advocates, energy efficiency program administrators, and other stakeholders

- Managed an annual budget and project deliverables, assisted in the organizational program and revenue development, and solicited funding
- Provided support to state-specific working groups, developing and disseminating information through presentations and briefings, newsletters, blogs, and fact sheets, while maintaining productive relationships with key state stakeholders
- Prepared analyses and technical guidance for stakeholders to translate complex issues to advance energy efficiency efforts in the built environment
- Assisted states and communities with improving energy code compliance and operational energy savings for retrofitted and new buildings and homes.
- Directed two first in the nation projects; the development of the Mass. stretch energy code and an effort to automate energy-efficient attributes into Multiple Listing Service's (MLS)
- Developed and managed U.S. DOE-funded multi-state projects: Home Energy Labeling Information eXchange, Achieving Community Efficiency, Prefab Construction, and Workforce development

Facilities Manager, 2002 – 2006, City of Newton, Newton, MA

Managed and coordinated all day-to-day facilities operations and maintenance activities for 85 public buildings, including 22 schools, one of which was a Massachusetts-CHPS verified school with one of the largest photovoltaic systems of schools in MA. Aligned public building initiatives with city-wide goals.

AWARDS: 2021 Environmental Protection Agency, Environmental Merit Children's Health Award, 2010 US, DOE Jeffrey A. Johnson Award for Excellence in Buildings, and 2008 CHPS Green Apple Award

PUBLICATIONS: [Mark Walsh-Cooke, PE, LEED AP BD+C; and Carolyn Sarno Goldthwaite, Defining net zero energy. Consulting- Specifying Engineer, July 2015](#) [Carolyn Sarno, The Value of Full Disclosure. Consulting- Specifying Engineer, August 2010](#)

SYNERGISTIC ACTIVITIES: Member, Board of Directors, Collaborative for High-Performance Schools (Past Chair); Board of Direction, Commercial Workforce Credentialing Council (CWCC); Co-Chair, The State & Local Energy Efficiency Action Network (*SEE Action*) Existing Commercial Buildings Working Group; Chaired MA Governor Patrick's Zero Net Energy Task Force for Public Buildings; Past Chair and current advisor to Town of Bedford MA Energy & Climate Task Force

Elizabeth Beers

Software Developer, ClearlyEnergy, Inc.

ebeers@clearlyenergy.com
301 717 8086**A. EDUCATION AND TRAINING****Bachelor of Science: Computer Science, Linguistics minor****May 2020***University of Maryland: College Park*

Honors: Dean's List, PULSAR, CS Departmental Honors, Honors Humanities House

B. PROFESSIONAL EXPERIENCE**ClearlyEnergy, Inc****Spring 2020-present**

Full stack development in python for HELIX and BEAM energy management systems

Research Lab Assistant**Fall 2019 - Present***Intelligent Assistive Machines Lab under Dr. Hernisa Kacorri*

- Analyze captioning practices of Deaf vlogging community on YouTube with Python graph visualizations and random data collection of video statistics
- Edit and finalize Qualtrics survey of Deaf vloggers and YouTube audience to assess interaction with captions in videos featuring sign languages

Teaching Assistant**Spring 2020***CMSC 122: Introduction to Computer Programming via the Web*

- Provide support for entry-level HTML/CSS class through weekly office hours, in-class aid
- Motivate students with enthusiastic grading advice and practical resources

C. PRODUCTS, SKILL & INTERESTS**Languages:** Java • C • Ruby • Python • Haskell • OCaml • HTML/CSS • Javascript • Racket • Assembly**Applications:** Adobe Photoshop, Microsoft Office, Unity**D. SYNERGISTIC ACTIVITIES**ClearlyEnergy, Inc. • 205 Severn River Rd • Severna Park, MD 21146
www.clearlyenergy.com



Luis Contreras-Orendain

Software Developer

lcontreras@clearlyenergy.com

EDUCATION AND TRAINING

Haverford, PA Haverford College B.S

May 2021

Bachelor of Arts in Environmental Science & policy

- Majors in Computer Science and Physics with in-Major GPAs of 3.62 and 3.51.
- Honors in Physics. Overall GPA: 3.53

PROFESSIONAL EXPERIENCE

ClearlyEnergy

Software Developer

October 2021 - Present

- Software development and technical support
- Create data visualization tools and other features for Remotely, BEAM, and Energy Modeling
- Develop a residential modeling framework for energy costs

Temple University

Biophysics Research Assistant

June 2021 - Aug 2021

- Developed custom data

- Analysis scripts in Matlab to analyze the output of the Machine Learning software DeepLabCut and B-SOiD
- Contributed additional data visualization and other features for B-SOiD using Python, improving user experience and research output

Haverford College

Biophysics Research Assistant

June 2020 - May 2021

- Developed custom image and data processing scripts in Matlab to track the Spotted Lanternfly in video recordings
- Used image analysis techniques to calculate pitch rate, yaw rate, acceleration, and other statistics
- Analyzed the data to discover the fly is doing significant behaviors to self-right further described in this publication

Haverford College Library

Full Stack Web Developer

Aug 2018 – June 2020

- Developed the front-end and back-end of a humanitarian group's public-facing website using HTML/CSS in time for its public release
- Improved the public user's experience by introducing enhanced file viewing capabilities using CSS and JavaScript
- Introduced the ability to swap between English, Spanish, and German (removed), and fixed existing translation errors using Django and jQuery

PRODUCTS, SKILLS & INTERESTS

Languages and Technologies: Python, C++, Java, HTML/CSS, JavaScript, SQL, Spanish, French

Frameworks and Tools: Git, Django, NumPy, PyTorch, Unix/Linux, Vim, Eclipse