PERALTA COMMUNITY COLLEGE DISTRICT

METERING INSTALLATION & IMPLEMENTATION OF MBCx MEASURES PROJECT
RFP NO.15-16/27

RFP ACTIVITIES SCHEDULE

RFP Services Description	Date
RFP Issuance Date	Wednesday, March 23, 2016
Department	Purchasing Department
Advertisement Dates	Wednesday, March 23, 2016 Wednesday, March 30, 2016
Mandatory Campus Site Observations	Date and time for each Campus Site Observation per RFP, Paragraph 1.6
Latest Date/Time For Submittal of RFP Questions	4:00 P.M. three (3) days before latest date for submittal of RFP Response
Latest Time/Date for Submittal of RFP Responses	4:30 PM Tuesday, April 19, 2016
Proposal Due Date	2:00 PM Monday, April 25, 2016

RFP ATTACHMENTS

Attachment No.	Description
A	Proposal
B	Qualifications Statement
C	Non-Collusion Affidavit
D	Certificate of Workers Compensation Insurance
E	Subcontractors List
F	DIR Registration Verification
G	Environmentally Sustainable Procurement Policy
H	Non-Discriminatory Employment Practices
I	Agreement
J	Labor & Materials Payment Bond
K	Performance Bond
L	Project Labor Agreement
L-1	PLA Letter of Assent

The Peralta Community College District requests organizations qualified to provide and complete the Energy Management System (EMS) subject to this RFP to submit responses which establish the Respondents' qualifications and incorporate proposals for completing the Services.

1. RFP

1.1. Meter Equipment and MBCx Equipment.

1.1.1. Equipment. The Respondent selected pursuant to this RFP will be required to provide and install the complete Meter Equipment and MBCx Equipment along with related items/services (collectively "Equipment") in accordance with the terms and conditions of the Agreement for Meter Equipment/MBCx Services & Equipment ("Agreement") attached to and incorporated into this RFP. Meter Equipment and MBCx Equipment must be installed and implemented in separate phases.

1.1.2. Equipment Capabilities. The Equipment subject to this RFP must provide a web-based monitoring system for the District to meter and collect energy consumption trend, usage and other related data at specific facilities at its four locations: College of Alameda, Laney College, Merritt College and the District. The energy monitoring for the Meter Equipment will include building kWh, heating hot water energy and chilled water energy (where applicable). The selected firm must deliver a complete (turnkey) web-based energy monitoring system with Meter Equipment that provides easy accessibility, tracking, problem investigation, archiving, and retrieval of energy performance, at the whole building level. Upon completing installation of the Meter Equipment, the selected firm will install the MBCx measures. The MBCx must **[describe basic capabilities/functions]**.The Meter Equipment and MBCx Equipment proposed by each Respondent must provide a seamless energy monitoring/reporting/management system meeting the District's operational and functional requirements.

1.1.3. Government Code §4217 et. seq. The equipment and services subject to this RFP are "Conservation Measures" as that term is used and defined in Government Code §4217.11(c) and the Agreement is an "Energy Service Contract" as that term is used and defined in Government Code §4217.11(f). The successful Respondent will be selected pursuant to Government Code §4217.16, based on experience of the contractor, the type of technology proposed, the cost to the District and other factors set forth in this RFP.

1.2. District RFP Objectives. By this RFP, the District's primary goals are;

(i) Connect all buildings with existing electrical sub-meters to the Meter Equipment
(ii) Install new BTU, natural gas and electricity meters
(iii) Calibrate existing Electric Meters
(iv) Provide and install a new front end to the existing EMS to connect all the existing and new meters
(v) Ensure that the buildings, listed in Table 1 (See attached file *Peralta Meter List for SOW 2-10-16*), are properly metered in preparation for the monitoring based commissioning (MBCx) program. This MBCx program is approved and administered by the CCC/IOU (California Community Colleges/Investor Owned Utility). Respondents must demonstrate experience in complying with CCC/IOU requirements and prior performance of installing energy conservation equipment for CCC/IOU rebates/funding that are similar to the Equipment.

1.3. Prop. 39. Funds for the Equipment are derived from the California Clean Energy Jobs Act (Prop 39). Respondents must demonstrate experience with implementing Prop 39 energy conservation measures, including without limitation, compliance with reporting, auditing and scheduling requirements for the District to secure Prop 39 funding allocated for the Equipment. The selected firm must also complete and submit all required Prop 39 reports, for itself, as the contractor, and for the District.

1.4. District RFP Contact. Questions or other communications relating to this RFP shall be directed to the District RFP Contact set forth below. All communications to the District relating to this RFP shall be in writing and transmitted by email, US Mail or fax. The District RFP Contact is:

Seraphine Nzomo
Purchasing Buyer
Peralta Community College District
501 5th Avenue
Oakland, California 94606
(510) 466-7255
snzomo@peralta.edu

1.5. Obtaining RFP. The RFP may be obtained from the District by request to the District RFP Contact. The RFP may also be obtained on-line at www.peralta.edu, in the "Business Opportunities" tab, then "List of Current RFPs/Bids." **The District will not maintain a list of Respondents who have obtained the RFP; Respondents are solely responsible for routinely checking the District's Purchasing Department web site for addenda to this RFP.**

1.6. Mandatory Campus Site Observations. A complete understanding of the conditions for the Meter Equipment and MBCx Equipment installations at each campus and each designated facility within a campus are critical for Respondents' full understanding of site conditions factors affecting price or schedule. No adjustment is allowed under the Agreement for cost or time impacts of site conditions reasonably observable or reasonably inferable by data, information or other materials provided by or on behalf of the District. **The District will conduct mandatory campus observation tours at the following dates and times. Respondents must attend the entirety of each campus observation tour; the RFP Response of a Response who failed to attend all mandatory campus observation tours.**

Campus	Date/Time	Meeting Location
Laney College	Thursday, April 07, 2016 11:00 AM	Building E, ground level 900 Fallon Street Oakland, CA. 94607
Merritt College	Thursday, April 07, 2016 2:30 PM	Huey P. Newton Lounge 12500 Campus Drive Oakland, CA. 94619
College of Alameda	Thursday, April 07, 2016 1:00 PM	Building A 555 Ralph Appezzato Memorial Pkwy Alameda, CA. 94501
District	Thursday, April 07, 2016 10:00 AM	Department of General Services 333 East 8th Street Oakland, CA. 94606

1.7. Reference Materials. The following materials are available for review by Respondents in connection with this RFP: Building plans and drawings with meter locations. The building plans are not infallible. Respondents must independently verify the information.

1.8. RFP Activities; Timeline. The RFP activities and schedule for completing RFP activities are noted in the cover page of this RFP. The foregoing notwithstanding, the District expressly **reserves the right to modify the RFP activities and/or schedule for completing RFP activities.**

1.9. Respondent Qualifications. In addition to other required qualifications, each Respondent must comply with the following to be deemed qualified for award of the Agreement.

1.9.1. Contractors' License. Pursuant to Public Contract Code §3300, each Respondent must be licensed by the Contractors' State License Board as a B-General Building or C-10 Electrical contractor at the time of submitting the RFP Response and all at times during performance under the Agreement.

1.9.2. DIR Registered Contractor. Each Respondent must be, at the time of submitting the RFP Response and at all times during performance under the Agreement, registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code §1773.3. Respondents must complete and submit with their RFP Responses the form of DIR Registration Verification incorporated into this RFP.

1.10. Equipment Installation Requirements. In addition to Equipment conforming to requirements set forth in this RFP, Equipment installation is subject to the following requirements.

1.10.1. PLA Letter of Assent. Performance under the Agreement is subject to the Project Labor Agreement between the District and Alameda County Building and Construction Trades Council ("PLA"). A copy of the PLA and amendments thereto are attached to this RFP as Attachment L. Attachment L-1 to this RFP is the Letter of Assent described in the PLA. Respondents must thoroughly review the PLA and must include a duly executed copy of the Letter of Assent with their RFP Responses.

1.10.2. Prevailing Wage Rates. Labor for Equipment installation shall be paid not less than the prevailing wage rate for the classification of labor provided. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The successful Respondent shall post a copy of all applicable prevailing wage rates at conspicuous locations as required by the Labor Code. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations

1.10.3. Labor & Materials Payment Bond; Performance Bond. The successful Respondent is required to obtain a Labor & Material Payment Bond and a Performance Bond, with the penal sum of each Bond being 100% of the Contract Price under the Agreement. Bonds shall be in the form and content included with this RFP and shall be issued by a California Admitted Surety.

2. Equipment. The Equipment is for specific facilities on the District, Laney College, Merritt College, College of Alameda locations. Equipment installation must be completed in two sequential phases:

(i) Meter Equipment
(ii) MBCx.

The following generally describes the Equipment requirements, installation sequencing along with constraints and other requirements for completing Equipment installation.

2.1. Equipment and Campus Facilities. The Equipment will be installed at the campuses and campus facilities noted in Table 1 below.

Table 1; PCCD Equipment Building List

Building No.	Campus	Building Description	Square Footage
1	Merritt College	Merritt College - Building R	53,889
2	Merritt College	Merritt College - Building P	44,537
3	Merritt College	Merritt College - Building A	46,201
4	Merritt College	Merritt College - Building D	75,493
5	Laney College	Laney College - Theater	44,537
6	Laney College	Laney College – Building F	38,090
7	Laney College	Laney College – Building G	60,754
8	Laney College	Laney College - Library	75,493
9	Laney College	Laney College - Bldg A	53,889
10	Laney College	Laney College - Building B	43,002
11	Laney College	Laney College - Admin Tower	53,988
12	College of Alameda	COA - Building A	34,084
13	College of Alameda	COA - Library	41,536
14	District	District Administrative Center	26,300
15	District	Physical Plant	41,500

2.2. Campus Descriptions. A brief description of each campus is presented below. The following are intended to be summary in nature. The condition of facilities, utility service infrastructure and related utility services equipment subject to the Equipment must be verified by each Respondent.

2.2.1. District. The District location comprises of the Physical Plant Building and the main Administration Building.

2.2.2. College of Alameda. The College Of Alameda campus is comprised of college campus buildings with classrooms, lab rooms, general and private administration office, conference rooms. Mechanical spaces, a library building and a student center building. Fifteen (15) KVA electrical service is supplied to the campus by Alameda Municipal Power which is then transformed 480V/277 (3- phase 4-wire) and distributed from the main switchboard located at Building C to distribution panels located at each individual building. The HVAC system is generally comprised of air handling units with heating coils and direct expansion cooling or no cooling. Heating Hot Water (HHW) is supplied to the campus from a centralized heat plant (located inside Building C) and is distributed by a primary loop that serves all buildings. Each building has secondary and tertiary HHW loop system. It also has an adjacent central plant that provides cooling for the building.

2.2.3. Laney College. The Laney College campus is comprised of college campus buildings with classrooms, laboratories, general and private administration office, conference rooms, mechanical spaces, a library building, and a student center building. Fifteen (15) KVA electrical service is supplied to the campus by Pacific Gas & Electric and is transformed 480V/277 (3- phase 4-wire) and distributed from the main switchboard located at Building C to distribution panels located at each individual building. The campus's HVAC system is generally comprised of air handling units with heating coils and cooling coils. Chilled

Water (CHW) and Heating Hot Water (HHW) is supplied to the buildings from a centralized plant (located inside the E Complex) and is distributed by primary CHW and HHW loops that serve all buildings. Each building has secondary and sometimes tertiary water loop systems.

2.2.4. Merritt College. The Merritt College campus is comprised of college campus buildings with classrooms, laboratories, general and private administration offices, conference rooms, mechanical spaces, a library building, and a student center building. Fifteen (15) KVA electrical service is supplied to the campus by PG&E and is transformed 480V/277 (3- phase 4-wire) and distributed from the main switchboard located at Building C to distribution panels located at each individual building. The HVAC System is generally comprised of air handling units with heating coils and Direct Expansion cooling or no cooling. Heating Hot Water (HHW) is supplied to the campus from a centralized heat plant (located inside Building C) and is distributed by a primary loop that serves all buildings. Each building has secondary and tertiary HHW loop system. Currently a cooling plant is being constructed (adjacent to the existing HHW plant) to provide CHW to the campus buildings.

2.3. Meter Equipment. Performance requirements and other Meter Equipment requirements are generally described below. Meter Equipment specifications **[see below]**

2.3.1. Required Capabilities. The Equipment subject to this RFP includes the Meter Equipment which must provide a web-based monitoring system for the District to meter and collect energy consumption trend, usage and other related data for electrical, cooling and heating demands at specific facilities at its four locations ("Meter Equipment"): District, College of Alameda, Laney College, and Merritt College. The energy monitoring for the Meter Equipment will include building kWh, heating hot water energy and chilled water energy (where applicable). The selected firm must have a complete (turnkey) web-based energy monitoring system with Meter Equipment that provides easy accessibility, tracking, problem investigation, archiving, and retrieval of energy performance, at the whole building level. The proposed Meter Equipment must integrate with the proposed MBCx Equipment. The intent of the following is to describe the requirements for the installation of data logging/metering equipment that monitors the electrical, cooling and heating demands of each building.

2.3.2. General Meter Equipment Requirements

2.3.2.1. Network. Meter Equipment and software must operate on a local area network (LAN) or wireless based system.

2.3.2.2. Data Collection. The data must be trended with minimum 15-minute intervals and stored for a minimum of two (2) years in a web-based location with easy remote access by the District personnel and its assigned representatives. Users must be able to download data from the system remotely, as well as be able to have the system automatically ftp (file transfer protocol) the data on a scheduled basis. The system must provide data for at two different levels of users: (1) engineers, energy managers, and data analysts, and (2) staff, faculty, students, and members of the public. Level 1 users must be able to drill down in to the data to investigate suspected or reported problems. Level 2 users must be able to view and download usage data in spreadsheet form. For comparison, they must also be able to chart the data, e.g., bar charts, pie charts. Having the data available in this fashion will aid the District's practice of transparency. It will also support gamification among academic and administrative

departments. The District wants gamification to lead to even greater energy use reduction. Data for Level 2 users must be succinctly and clearly presented.

2.3.2.3. Support. The Meter Equipment must be well supported by the manufacturer, distributor, or installer. The selected firm will clearly describe the level of support, and provide written assurance and guarantee. Manufacturer must demonstrate longevity for future system expansion and replacement parts. Respondent must also demonstrate the ability to do remote upgrade, service, repair, data retrieval, and manipulation.

2.3.3. CCC/IOU Compliant Equipment. Meter Equipment proposed by Respondents must provide proper metering to meet the CCC/IOU MBCx program for energy use reduction and monetary rebates. The CCC/ IOU offers incentives to install whole building monitoring equipment in support of their Monitoring Based Commissioning (MBCx) Program. MBCx is a unique combination of whole-building monitoring and retro-commissioning. The monitoring supports MBCx of the facilities receiving Equipment, and retro-commissioning (RCx) of buildings to be identified, as part of a future project. The metering system will be used as a diagnostic tool. It will also be used to document energy savings in the near term and savings persistence over the long term. In order to support the MBCx program, the proposed metering solution must meet District established requirements and be CCC/IOU MBCx compliant. The District has made reasonable attempts to ensure that the scope is complete and accurate. However, the District makes no guarantee that the scope is complete. The selected firm is obligated to ensure that the scope is complete and accurate.

2.3.3.1. kWh Metering. Electricity sub-meters are installed on most buildings. These sub-meters are connected to a Delta system. In some cases, the meters are not communicating with Delta. Therefore, they will need to be re-commissioned. Additional meters may need to be installed, depending on the number of electric services serving the building. For each building, the metering solution will be capable of calculating the total kWh consumption in the building. Installation includes connection of 3-phase power meters to switch gear. Provide and install Nema Enclosures and short conduit to be mounted outside electrical panel to enclose meters and/or logging equipment. Connect U30 (or equivalent) to Local Area Network via Ethernet cable. Install 110V conduit and receptacles, as required, to power logging equipment.

2.3.3.2. BTU Metering. For each building, one or more BTU meters will be installed, depending on the number of non-electric services serving the building (.e.g hot water, chilled water, natural gas, etc.) For each building, the metering solution will be capable of calculating the total BTU consumption in the building. Installation includes: BTU meters consisting of ultrasonic flow meter and supply and return temperature sensors on heating hot water or chilled water supply to the building. Connect Btu meter to U30 (or equivalent) and connect U30 to Local Area Network via Ethernet cable. Install 110V conduit and receptacles, as required, to power BTU meters or logging equipment. The entire Energy Measurement System shall be built and calibrated by a single manufacturer, ONICON Incorporated (or equivalent). A certificate of NIST* traceable calibration shall be provided with each system. Provide a ONICON System-10 BTU Meter. The BTU meter shall provide the following points both at the integral LCD and as outputs to the building control system: Energy Total, Energy Rate, Flow Rate, Supply Temperature and Return Temperature. Output signals shall be serial network protocol conforming to BACnet® MS/TP. Each BTU meter shall be factory programmed for its specific application, and shall be re-programmable using the front panel keypad (no special interface device or computer required). Panels mounted indoors shall be NEMA13, mounted outdoors shall be NEMA4.

2.3.3.3. Temperature sensors**:** Temperature sensors shall be loop-powered current based (mA) sensors and shall be bath-calibrated and matched (NIST* traceable) for the specific

temperature range for each application. The calculated differential temperature used in the energy calculation shall be accurate to within ±0.15°F (including the error from individual temperature sensors, sensor matching, input offsets, and calculations). Sensors applied on chilled water and mounted outdoors shall be equipped with thermal isolators to reduce condensation.

2.3.3.4. Flow Meter: Refer to meter schedule for specific flow meter type. The flow meter shall be installed either in the supply or return pipe of the system to be measured following the manufacturer's instructions with particular attention paid to upstream and downstream straight pipe runs. Insertion type flow meters shall be provided with all installation hardware necessary to enable insertion and removal of the meter without system shutdown and shall be hand insertable up to 400 psi. For installations in non-metallic pipe, install grounding rings or probes as required. For flow meter installation details see the attached Flow Meter Installation Manual.
Provide an ONICON Model F1100 Turbine flow meter for 1.25" to 2" lines and F-1200 Dual Turbine Flow Meter for 2.5" and larger lines. Dual Turbine meters shall have two contra-rotating axial turbines, with electronic impedance-based sensing and an averaging circuit to reduce measurement errors due to swirl and flow profile distortion. Each flow meter shall be individually wet-calibrated against a primary volumetric standard that is accurate to within 0.1% and traceable to NIST*. A certificate of calibration shall be provided with each flow meter. Accuracy shall be within ± 0.5% of rate at the calibrated velocity, within ± 1% of rate over a 10:1 turndown (3.0 to 30 ft/s) and within ± 2% of rate over a 50:1 turndown (from 0.4 to 20 ft/s). Output signal shall be a 0-15 V square wave pulse. Bi-directional meters shall be FB-1200 Series and shall include an isolated contact closure output for direction.

* U.S. National Institute of Standards and Technology (or equivalent ISO standard)

Flow Meter Installation Manual

Flow Meter
Installation Manual

2.3.4 Gas Meter: Sierra 640S series or equivalent. SteelMass Industrial Insertion Mass Flow Meter. 18-30 VDC or 100-240VAC input power with 3/4-inch diameter 316SS probe. Provide "SmartElectronics" with PC configuration software. Meter shall have the following features:

- Direct mass flow monitoring
- Accuracy +/- 1% of reading plus 0.5%of full scale
- One-second response to changes in flow rate

1.1.1.1. Web Interface and Data Collection. Set up metering software. Map each meter to the web-based monitoring software. Set up web-based interface, arranging each of the

meters with their respective buildings and campus. If required, set-up scheduled ftp downloads for campus staff.

1.1.1.2. Data Output: System will be able to output text or CSV files. Data will output the following data for each building and meter type. Data in rows for each customer record, with following names, tab delimited.

- CAMPUS_ID – Campus name (VarChar)
- CAMPUS_ADDRESS – Campus address (VarChar)
- BUILDING_ID – Building Name (VarChar)
- INTVL_LENGTH – Data interval length (Numeric)
- DATA_TYPE – Type of data collected e.g. BTU, kW, kWh (VarChar)
- DATE_TIME – Date and time stamp (Numeric)
- USAGE – Energy usage amount (Numeric)

1.2. Respondents' Proposed Meter Equipment. Proposed Meter Equipment must comply with the requirements noted above and following

1.2.1. Delta Building Management System Interface. The proposed Meter Equipment must either, (1) integrate with the District's Delta Building Management System, or, (2) it will be overlaid and connected to the Delta Building Management System. The proposed Meter Equipment will pull the same data that is communicated the Delta system, via the existing sub-meters.

1.2.2. Specified Meter Equipment. Please see the document labeled PCC Metering Installation SOW. The District has identified and established the listed solutions, or equal. The District, at its sole discretion, decides if any recommended solution is equal.

1.3. MBCx Equipment.

1.3.1. General. CCC/IOU offers incentives to the District for implementing MBCx projects at buildings or central plants within community college campuses. MBCx is a unique combination of whole-building monitoring and retro-commissioning. The monitoring supports the commissioning effort by providing a diagnostic tool, as well as by documenting energy savings in the near term and increasing savings persistence over the long term. The program requirements generally include:

- Benchmarking to select the best candidate buildings
- Installation of whole building meters to accurately establish the baseline energy use of selected buildings
- Log baseline energy use
- Evaluate building operations and identify potential operational and capital measures to reduce energy use
- Implement low and no cost measures
- Using whole building and other metered data measure actual energy savings
- Document changes and train staff

1.3.2. Additional CCC/IOU MBCx Equipment Requirements. Specific details and requirements of the CCC/IOU MBCx program can be found on the CCC/IOU website (www.cccutilitypartnership.com). The successful Respondent is responsible for compliance with CCC/IOU MBCx Equipment requirements to maximize incentive, rebate and other monetary benefits accruing to the District.

1.3.3. MBCx Equipment Scope. The District requests proposals to provide MBCx Equipment and related materials, accessories and services, as defined by CCC/IOU. The scope of these services includes all activities required to identify and install commissioning focused measures. In addition the successful Respondent will be required to calculate energy cost savings, kW and btu use reductions, and greenhouse gas emissions reductions

associated with all installed measures. Savings estimates will be consistent with the CCC/IOU requirements. The buildings shown in Table 1 above have been identified for participation in the MBCx Program; therefore the scope below will apply to all listed buildings. The successful Respondent will be required to perform the following activities:

1.3.3.1. Investigation Phase. During the Investigation Phase, the successful Respondent will complete the following:

- Baseline Energy Usage. Collect baseline energy use data from whole building meters (at least 3 months) and calculate annual energy use for each building.
- Building Assessment. Evaluate building operations and trended points through EMS to identify operational deficiencies and energy efficiency opportunities in each building.
- Baseline Report. Submit a Baseline Report to CCC/IOU and to District detailing the baseline energy use in each building. A Baseline Report will be submitted to the District must include, at a minimum, the baseline energy analysis; a description of the facility including lighting, boilers (DHW), HVAC equipment, controls, operating schedules, operational deficiencies, and energy efficiency opportunities (commonly referred to as a Findings Log); and a narrative and visual description of the analysis approach. All raw energy trend data used will be submitted along with live versions of any spreadsheet or other analyses.
- Measure Identification. Use above-referenced data sources to identify savings opportunities within each building. Develop a prioritization list guided by savings and cost estimates for each measure and submit to the District for approval. Each measure is required to have an M&V plan identifying the approach, including data sources and projected savings.

1.3.3.2. Implementation Phase.

- Implement Identified EEMs. The successful Respondent will implement the identified EEMs. No other projects which will receive a utility energy incentive should be implemented in the building during the MBCx project. This includes the period from the beginning of baseline trending to the completion of post-MBCx trending. If other projects are implemented at the same time, their calculated savings will be subtracted from the measured MBCx savings to determine the net effect of the MBCx project.
- Verify Proper EEM Implementation. The successful Respondent will verify that all chosen EEMs have been implemented properly. This will be done by evaluating operational data from building systems, whether through EMS trends or independently logged data, or sub-system energy use trends, or through EMS trending. Throughout this process, the selected firm will confer closely with QuEST, Inc., the District's consultant.
- Post-Implementation Data Collection. The successful Respondent will notify the District once all EEMs have been verified as implemented. Upon verification the successful Respondent will commence the post-implementation energy use trending period and begin data collection.

1.3.3.3. Reporting Phase. The successful Respondent will submit a Final Report to the District detailing which EEMs were implemented, post-project annual energy use, annual energy savings, and additional requirements required for CCC/IOU MBCx Equipment financial incentives.

1.3.3.4. Training. The successful Respondent will provide training for campus staff in the revised operating sequences and functionality of building systems.

1.3.3.5. Key Deliverables. Key deliverables for the MBCx program include, for each building:

- MBCx Equipment Implementation Schedule. A Gantt chart, or similar scheduling tool acceptable to the District which identifies activities necessary to complete the

MBCx Equipment scope for each building, including activity durations, milestone events, critical path and completion.

- Baseline report including baseline energy analysis.
- List of measures that will be implemented
- Measurement &Verification Plan for selected measures
- CCC/IOU Form E – verification of measure completion
- Final report including post-MBCx energy analysis
- Cost documentation
- CCC/IOU Form D
- Systems manual (if applicable)
- Construction Management - Awarded contractor will provide for construction manager and construction assistant. The construction manager and construction assistant will be selected and directed by the Peralta Community College District. The construction manager will submit weekly progress reports to the District, and recommend action(s) to keep the project on schedule and budget, and within scope.

1.4. Phased Meter Equipment and MBCx Equipment Installation; Schedule. The Meter Equipment installation and MBCx Equipment installation must be completed in separate sequential phases; Respondents' Proposal pricing and Schedule Proposal must incorporate the required phasing and completion date for each Meter Equipment and MBCx Equipment installation activity noted below. Completion of the Meter Equipment/MBCx Equipment installation and related activities must be in accordance with the following schedule. RFP Responses must indicate review and acceptance of the

Meter Equipment	
Milestone	**Completion Date**
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
MBCx Equipment	
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.

1.5. Equipment Installation Constraints and Requirements. The Equipment must comply with District requirements and installed at District designated locations. Respondents' RFP Response must incorporate pricing and schedule considerations for Equipment installation constraints and requirements, including without limitation the following:

1.5.1. Existing Mechanical, Electrical, and Plumbing Equipment: The District's facilities and existing equipment are aged. Equipment services are not necessarily up to date. The selected Respondent must anticipate having to resolve challenges that might not ordinarily occur with newer equipment. For example, if an electrical shutdown is required, all necessary additional expertise, spare parts, etc., must be immediately available to ensure that electrical service is restarted in a timely manner and without unscheduled interruption to campus operations.

1.5.2. Re-Piping. Existing pipe installations may not have 20-25 foot straight run lengths needed for accurate flow measurement of hot/chilled water. Respondents must independently verify hot/chilled water pipe run configurations to confirm sufficiency for accurate flow metering. Respondents must indicate in their RFP Responses: (i) verification of hot/chilled water pipe configurations; (ii) whether existing pipe configurations are sufficient for accurate metering; (iii) if pipe configurations are insufficient whether the Respondent proposes an accurate metering solution without re-configuration of piping or proposes piping re-configuration. Respondents' price and schedule proposals incorporated into a RFP Response must incorporate all necessary work, labor, materials and services for accurate hot/chilled water metering.

1.5.3. Sub-Meters. Sub-meters are in place in buildings as outlined in the accompanying addendum. The sub-meters are connected to the District's Delta Building Management System. A list of buildings that have electricity sub-meters (meters) and the operational status of those meters are attached. Most meters are operating properly. The communication links for some meters are malfunctioning. If necessary, successful Respondent will need to investigate and reconnect the communication links.

1.5.4. Site Limitations.

1.5.4.1. Electrical Service Shut-Down; Interruption. Schedule proposals must indicate all proposed electrical power shutdowns (with locations and durations) necessary to install the Meter Equipment. Respondents' proposed electrical service shut-downs or interruptions are subject to acceptance by the District and each campus. The successful Respondent must anticipate advance planning and coordination of planned electrical service shutdowns or interruptions and must anticipate potential adjustments of planned shutdowns or interruptions as necessary for continuation of campus activities. RFP Responses must incorporate proposed measures to mitigate or eliminate disruptions to campus operations by electrical power service shut-downs or interruptions.

1.5.4.2. Noise, Odors, Accessibility. Equipment installations will occur in facilities and areas within facilities that are in use or otherwise occupied. When facilities or areas within facilities are in use or occupied, the District may restrict or prohibit Equipment installation activities causing excessive noise, odors or other disruption affecting health, safety or academic activities. Pricing proposals incorporated into RFP Responses must take into account limitations on Equipment installation, including provisions for after-hours work. No price or time adjustment will be allowed for costs or time associated with the foregoing limitations.

1.5.4.3. Designated Meter Equipment Locations. Where the District has designated locations for Meter Equipment installation ("Equipment Locations") no alternative installation location will be considered or allowed. RFP Responses must incorporate pricing and schedule considerations for completing Meter Equipment installation at the Equipment Locations. Locations for installation of Meter Equipment which are not subject to District designated Equipment Locations must be approved by the District in advance of installation.

1.5.4.4. Asbestos Containing Construction Materials ("ACCM"). Respondents are cautioned that portions of the facilities subject to Equipment installation may or are known to include ACCMs. The District has surveyed and remediated ACCMs at the Equipment Locations to facilitate Equipment installation. All costs, charges, actions and all consequential losses for disturbance of ACCMs (outside of the Equipment Locations and other District approved Equipment installation locations) are Respondent's responsibility.

1.6. Agreement. The form and content of the Agreement that the District anticipates entering into with the successful Respondent is incorporated into the RFP for review by Respondents. Each Respondent shall set forth in Tab 6 of its RFP Response acceptance of the Agreement or requested modifications to terms and conditions incorporated into the Agreement.

1.7. Proposal should include screen shots and a narrative of the web-based monitoring software. Screen shots and narrative will assist the District to evaluate and compare the varying proposed monitoring system.

2. RFP Response Instructions and Requirements.

2.1. District Modifications to RFP.

2.1.1. District Reservation of Rights. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP.

2.1.2. Posting; Issuance of RFP Modifications. Modifications, if any, made by the District to the RFP will be in writing in the form of addenda to this RFP. All addenda modifying this RFP will be posted on the District's web site and are accessible by all Respondents from the District's web site.

2.1.3. Respondent Responsibilities for Receipt, Review and Acknowledgement of Addenda. Each Respondent is solely responsible for: (i) periodic reviews of the District's web site to access addenda to this RFP; and (ii) indicating in the RFP Response the Respondent's receipt, review and incorporation of all addenda issued by the District to the RFP. Failure of a Respondent to comply with (ii) above may result in rejection of the Respondent's RFP Response for non-responsiveness. **The District will not distribute RFP addenda to any Respondent; Respondents must access the District's web site for any RFP addenda.**

2.2. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.

2.3. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify the District RFP Contact of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District RFP Contact. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by written addenda to the RFP. All requests for clarification of this RFP must be submitted and actually received by the District RFP Contact no later than the latest date/time for submittal of RFP questions as set forth in this RFP; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be to the District RFP Contact set forth in Paragraph 1.3 above.

2.4. Prohibited Communications. Except for the District RFP Contact noted in Paragraph 1.3 of this RFP, no Respondent, or any employee, officer, agent or representative of a Respondent shall communicate with any other employee, agent or representative of the District relating to this RFP. Any actual or attempted communication in violation of the foregoing will result in rejection of the Respondent's RFP Response.

2.5. Proposal. A form of Proposal is incorporated into the RFP. Each Respondent must complete, execute and submit the completed/executed Proposal form with the Respondent's RFP Response; failure to do so will result in rejection of the RFP Response for non-responsiveness.

2.6. Statement of Qualifications. Each Respondent must complete, execute and submit the completed/executed Statement of Qualifications incorporated into the RFP with the Respondent's RFP Response. The failure of a Respondent to submit a completed and executed Statement of Qualifications with its RFP Response will result in rejection of the RFP Response for non-responsiveness.

2.7. Non-Collusion Affidavit. The form of Non-Collusion Affidavit included with the RFP must be completed, duly executed on behalf of the Respondent and submitted with the RFP Response. The failure of a Respondent to submit a completed and executed Non-Collusion Affidavit with its RFP Response will result in rejection of the RFP Response for non-responsiveness.

2.8. Certificate of Workers Compensation Insurance. The form of Certificate of Workers Compensation Insurance included with the RFP must be completed and duly executed on behalf of the Respondent and submitted with the RFP Response. The failure of a Respondent to submit a completed and executed Certificate of Workers Compensation Insurance with its RFP Response will result in rejection of the RFP Response for non-responsiveness.

2.9. Subcontractors List. Pursuant to Public Contract Code §4104, each Respondent shall submit with its RFP Response, on the form of Subcontractors List incorporated into this RFP, a list of its proposed Subcontractors, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work.

2.10. DIR Registration Verification. Each Respondent shall submit with its RFP Response the duly completed and executed form of DIR Registration Verification.

2.11. Environmentally Sustainable Procurement Policy. It is the policy of the District to procure goods and services that minimize adverse effects on human health and the environment when compared to other goods and services which serve the same purpose with comparable efficacy. Each Respondent must complete, execute and submit with the Respondent's RFP Response the form of Environmentally Sustainable Procurement Policy included with the RFP.

2.12. Non-Discriminatory Employment Practices. The District requires that all vendors, contractors and consultants to the District engage in non-discriminatory employment practices. A form of Non-Discriminatory Employment Practices Certification is incorporated into the RFP. Each Respondent must complete, execute and submit with the Respondent's RFP Response the Non-Discriminatory Employment Practices Certification.

2.13. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary" all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the

District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

2.14. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.

2.15. RFP Documents. Each Respondent shall review, complete and submit documents forming a part of this RFP shall be as follows:

With RFP Response	Proposal
	Statement of Qualifications
	Non-Collusion Affidavit
	Certificate of Workers Compensation Insurance
	Subcontractors List
	DIR Registration Verification
	Environmentally Sustainable Procurement Policy
	Non-Discriminatory Employment Practices Certification
Upon Award of Agreement	Agreement
	Certificates of Insurance
	Bonds

2.16. Notice of Intent to Award Agreement. The District will issue to Respondents timely submitting a Response to this RFP a Notice of Intent to Award the Agreement describing the Staff Recommendation for award of the Agreement and the date, time, place of the Board of Trustees meeting at which award of the Agreement will be considered.

2.17. Bid Protest.

2.17.1. Submittal. Any Respondent submitting a RFP Response may file a protest of the District's intent to award the Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Director, Purchasing not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid.

2.17.2. District Review and Response. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Director, Purchasing or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The

District's Director, Purchasing or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. The rendition of a written statement by the District's Director, Purchasing (or his/her designee) is an express condition precedent to the institution of any legal or equitable proceedings relative to the RFP process, the District's intent to award the Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. If legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

3. RFP Response Submittal

3.1. Submittal of RFP Responses.

3.1.1. Timely Submittals. RFP Responses shall be submitted as set forth below prior to the latest date/time set forth in the RFP for submittal of RFP Responses. RFP Responses which are not submitted at or before the latest date/time for submitting RFP Responses will be rejected for non-responsiveness. RFP Responses submitted after the latest date/time for submittal or RFP Responses will be returned unopened to the Respondent submitting the same.

3.1.2. Submittal Location. RFP Responses shall be addressed and submitted to the District as follows:

Seraphine Nzomo
Purchasing Buyer
Peralta Community College District
501 5th Avenue
Oakland, California 94606

Respondents are encouraged to personally deliver or retain a courier service to personally deliver RFP Responses to the above location. Respondents are solely responsible for timely submittal of RFP Responses to the RFP Response submittal location. RFP Responses delivered to the District's central mailroom are not deemed submitted to the District until delivered from the central mailroom staff to the above-described location for submittal of RFP Responses.

3.1.3. Sealed RFP Responses. All RFP Responses must be submitted in sealed envelopes with the following information clearly noted and prominently displayed on the outside of the sealed envelopes:

RFP No. and Description
Respondent Firm Name
Respondent Mailing Address
Respondent Contact Person phone, fax and email address

3.1.4. Number of Copies of RFP Response. Each Respondent must submit an original, one copy on a USB/Flash drive and eight (8) copies of the Respondent's RFP Response. The original copy of the RFP Response must bear signatures where required in blue or black ink. The original copy of the RFP Response must be marked "ORIGINAL" and all copies of the RFP Response must be marked "COPY."

3.2. RFP Response Format/Contents. Each RFP Response must conform to the following format and must include the contents described below. Failure of a Respondent to submit its RFP Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.

3.2.1. General Requirements. All RFP responses must be submitted on 8½" x 11" paper formatted with at least 11 point font size. Each section of the RFP Response must be tabbed with the contents conforming to the Tabbed Sections descriptions in Paragraph 4.3 below. All submitted materials must be bound with only one staple in the upper left hand corner. **Do not submit RFP Response materials in binders, spiral binding or any binding, except for the upper left corner staple.** All submitted materials must fit into a 8½" x 11" folder.

3.2.2. Cover Sheet. Identify the submittal as the RFP Response and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the Respondent's principal contacts in connection with this RFP or the RFP Response.

3.2.3. Letter of Interest. Include a brief letter (no more than one (1) page) expressing the interest of the Respondent in providing the Equipment. The letter of interest should be stapled with other materials responding to this RFP.

3.2.4. Tabbed Sections of RFP Response. Each RFP Response must include all of the materials described in Paragraph 4.3 below in the order described therein and tabbed for ease of identification.

3.3. RFP Response Tabbed Sections.

3.3.1. Tab 1; Proposal. Complete and execute the form of Proposal included with this RFP as Attachment 1.

3.3.2. Tab 2; Qualifications Statement. Complete and execute the Qualifications Statement incorporated into this RFP as Attachment 2. Include in Tab 2 any separate attachment providing explanation(s) for any response(s) to the Qualifications Statement.

3.3.3. Tab 3; Proposed Team. Identify the key members of the Respondents' staff that will be assigned to complete the Equipment Installation. Attach resumes of all key members of Respondent's staff.

3.3.4. Tab 4; Equipment Installation Approach. Provide a description of the proposed approach and methodology to completing the Equipment Installation. The foregoing must include materials describing:

(i) Quality control and quality assurance;
(ii) Compliance with schedule/completion requirements;
(iii) Compliance with District established budgets; and
(iv) Communications by or between the Respondent, the District and others retained by the District for services related to the Equipment Installation. This portion of the RFP Response must not exceed ten (10) pages.

3.3.5. Tab 5; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Required Insurance Policy Certificate	Minimum Respondent Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars ($1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	Two Million Dollars ($2,000,000) per occurrence/Four Million Dollars ($4,000,000) in the aggregate
Professional Liability	One Million Dollars ($1,000,000) per claim and Two Million Dollars

	($2,000,000) in the aggregate

3.3.6. Tab 6; Agreement Terms and Conditions. Each Respondent must thoroughly review the Agreement (RFP Attachment I) and must, in Tab 6 of their respective RFP Responses, identify any term or condition of the Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab 6 of the RFP Response must set forth the specific text of the requested amendment or addition. A Respondent's modification or objection to any existing term, condition or provision in the Agreement shall not, however, be deemed the District's acceptance thereof. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Respondent must execute the Agreement without modification. Notwithstanding the inclusion of any requested modifications to any portion of the Agreement in any Respondent's RFP Response, such modifications shall not be binding upon the District unless: (i) the Agreement is awarded to such Respondent; and (ii) the District at or prior to the time of award of the Agreement has accepted such modifications by a written instrument duly executed by an authorized employee or representative of the District.

3.3.7. Tab 7; Equipment Schedule. Provide a proposed schedule for completing Equipment Installation Services, which incorporates the milestones for Metering Equipment and MBCx Equipment as set forth in Paragraph 2.6. Respondents' schedules must include at least the following:

(i) sequential and phased completion of the Meter Equipment and the MBCx Equipment

(ii) CCC/IOU requirements for Meter Equipment and MBCx Equipment to maximize District financial incentives.

The proposed schedule must incorporate at least the Consultant Services Activities described in Paragraph 2.3 of this RFP. If a Respondent's proposed schedule for the Consultant Services Activities described in Paragraph 2.3 of this RFP varies from the completion date(s) noted in Paragraph 2.3, incorporate an explanation in the proposed schedule.

3.3.8. Tab 8; Non-Collusion Affidavit. Complete and execute the form of Non-Collusion Affidavit included with this RFP as Attachment C.

3.3.9. Tab 9; Certificate of Workers Compensation Insurance. Complete and execute the form of Certificate of Workers Compensation Insurance included with this RFP as Attachment D.

3.3.10. Tab 10; Subcontractors List. Complete the form of Subcontractors List (RFP Attachment E) for each subcontractor to the Respondent that will provide work, labor, materials or services valued at or greater than one-half of one percent (.05%) of the price proposed by the Respondent.

3.3.11. Tab 11; DIR Registration Verification. Complete and execute the form of DIR Registration Verification (RFP Attachment F).

3.3.12. Tab 12; Environmentally Sustainable Procurement Policy. Complete and execute the form of Environmentally Sustainable Procurement Policy (RFP Attachment G).

3.3.13. Tab 13; Non-Discriminatory Employment Practices Certification. Complete and execute the form of Non-Discriminatory Employment Practices Certification (RFP Attachment H).

4. Evaluation Criteria.

4.1. Evaluation Criteria. Award of the Agreement will be to a Respondent with demonstrated experience, knowledge and skills to complete the Consultant Services who submits the Proposal which provides the best value to the District. By submitting a RFP Response, the Respondent acknowledges and agrees that factors other than price alone are relevant to determination of the "best value." Accordingly, each Respondent submitting a RFP Response agrees that for purposes of this RFP, the "best value" shall consist of the following factors, with the weight attributed to each criterion as set forth below. Scoring of evaluation criteria is subject to adjustment for any RFP Response as the RFP Response evaluation process proceeds from initial screening to interviews and negotiations. Any and all evaluation criteria scoring of RFP Responses prior to the Staff Recommendation described in Paragraph 5.7 below are preliminary and subject to adjustment. Final evaluation criteria scoring will be established in the Staff Recommendation described in Paragraph 5.7 below.

Evaluation Criteria	Weight
Price proposal	50
Prior Consultant Services experience	5
Proposed schedule	10
Qualifications, skills and experience of proposed personnel	5
Suitability of proposed personnel to engage in collaborative efforts with the District and others engaged by the District to provide related services	5
Prior performance of similar services	20
Responsiveness to RFP requirements	5

4.2. RFP Response Screening. A technical screening committee (consisting of individuals with knowledge and expertise with the Consultant Services subject to this RFP) appointed by the District will initially screen RFP Responses and score RFP Responses in accordance with the evaluation criteria set forth in the RFP. In the sole discretion of the District, following screening and scoring of RFP Responses, District Shared Governance Committees may be requested to review RFP Responses to provide broader District internal community input to the selection process.

4.3. District Reservation of Rights. The District expressly reserves the right to conduct negotiations and discussions with Respondents concerning their responsive RFP Responses.

4.4. Interviews. The District may conduct interviews of selected Respondents timely submitting a responsive RFP Response. Each interview will be scheduled for a one (1) hour period at a location designated by the District. Formal presentations (i.e. PowerPoint presentations) by Respondents will not be permitted at the interviews. The primary purpose of the interview is for Respondents to respond to questions posed by the District's interview committee and to provide the interview committee with additional details of the relative benefits of the Respondents' RFP Response and approach to completing Equipment Installation. Attendance at the interview is mandatory for: (i) management personnel of the Respondent with authority to bind and commit

the Respondent; and (ii) the Respondent's personnel proposed for completion of the Equipment Installation. Failure of a Respondent to attend its interview at the time and place designated by the District with all personnel identified hereinabove will result in rejection of such Respondent's RFP Response for non-responsiveness. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) the order of interviews with Respondents will be randomly selected by the District; and (ii) each Respondent must have present at the scheduled date/time of its interview with the District, its principals or others with full and complete authority to bind the Respondent.

4.5. Negotiations/Discussions. The District may, in the sole discretion of the District, engage in negotiations and/or discussions with one or more of the Respondents. The nature and scope of the District's negotiations/discussions with Respondents may include identical areas of inquiry for all Respondents, or differing areas of inquiry for different Respondents. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Respondent based on the District's review of the Respondent's RFP Response and the areas or subject matters reflected in the RFP Response that the District believes require additional discussion or negotiation with the Respondent.

4.6. Award of Consultant Services Agreement. Award of the Agreement will only be by action of the District's Board of Trustees.

4.7. Recommendation for Award of Agreement. District staff responsible for completing procurement of the Consultant Services will prepare and submit a written recommendation to the District's Board of Trustees for award of the Agreement ("Staff Recommendation"). The Staff Recommendation will describe the basis for the Staff Recommendation, including scoring of evaluation criteria after completing the RFP screening, interviews and/or negotiation processes described above.

4.8. District Reserved Rights. The District reserves the right to waive minor irregularities or informalities in RFP Responses or to reject all RFP Responses.

[END OF SECTION]

PROPOSAL
(Attachment A)

To the Board of Trustees of the Peralta Community College District ("District"), the undersigned proposes to provide the complete the Consultant Services as follows:

1. Proposal Submission. This Proposal is submitted by _____ ("Respondent"); if the Agreement is awarded to the Respondent, the Respondent shall execute the Agreement included with the RFP and shall complete Consultant Services, for the Contract Price and within the Contract Time set forth therein.

2. Respondent Acknowledgements. By submitting this Proposal, the Respondent acknowledges that the Respondent has: (i) carefully reviewed and examined the resource and reference materials noted in the RFP; (ii) conducted investigations of the scope and requirements for completing the Consultant Services as deemed reasonable and prudent by the Respondent; (iii) carefully reviewed and examined the Agreement; (iv) been afforded the opportunity to request clarification or explanation of the Agreement; and (v) committed to acceptance of this Proposal by the District within ninety (90) days of the date of this Proposal.

3. Addenda. The Respondent acknowledges its receipt of the following Addenda issued by or on behalf of the District and that the Proposal incorporates the matters addressed in each of the following Addenda. The Respondent further acknowledges that if the Respondent does not acknowledge receipt of all Addenda issued by or on behalf of the District and that this Proposal incorporates the matters raised by all Addenda, this Proposal may be rejected for non-responsiveness.

Addenda Number	Addenda Received by Respondent	Addenda Incorporated Into Proposal
	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No

4. Price Proposal.
   4.1. Lump Sum Fixed Price Proposal for Meter Equipment Installation. The Respondent proposes to complete the Meter Equipment Installation and other obligations under the Agreement relating thereto for a lump sum, fixed price of _____ Dollars ($_____). The foregoing is all-inclusive, including without limitation, labor (including a personnel benefits/burden), materials, equipment and services necessary to complete Meter Equipment Installation, overhead and administrative costs and profit.

4.2. Meter Equipment Price Proposal Breakdown. The foregoing price proposal completing Meter Equipment installation is broken down among the buildings subject to Meter Equipment as

Meter Equipment Proposed Pricing			
Building No.	**Campus**	**Building Description**	**Proposed Meter Equipment Installation Price**
1	Merritt College	Merritt College Building R	_____ Dollars ($_____)
2	Merritt College	Merritt College Building P	_____ Dollars ($_____)
3	Merritt College	Merritt College Building A	_____ Dollars ($_____)
4	Merritt College	Merritt College Building D	_____ Dollars ($_____)
5	Laney College	Laney College Theater	_____ Dollars
6	Laney College	Laney College Building F	($_____)
7	Laney College	Laney College Building G	_____Dollars ($_____)
8	Laney College	Laney College Library	_____ Dollars ($_____)
9	Laney College	Laney College Bldg A	_____ Dollars ($_____)
10	Laney College	Laney College Building B	_____ Dollars ($_____)
11	Laney College	Laney College Admin Tower	_____ Dollars ($_____)
12	College of Alameda	Library	_____ Dollars ($_____)
13	College of Alameda	Building A	_____ Dollars ($_____)
14	District	District Administration	_____ Dollars ($_____)

15	District	Physical Plant	_____ Dollars ($_____)
Total (must be equal to price proposed in Paragraph 4.1)			_____ Dollars ($_____)

4.3. Lump Sum Fixed Price Proposal for MBCx Equipment Installation. The Respondent proposes to complete the MBCx Equipment installation and other under the Agreement relating thereto for a lump sum, fixed price of _____ Dollars ($_____). The foregoing is all-inclusive, including without limitation, labor (including a personnel benefits/burden), materials, equipment and services necessary to complete Meter Equipment Installation, overhead and administrative costs and profit.

4.4. MBCx Equipment Price Proposal Breakdown. The lump sum fixed price proposed for the MBCx Equipment installation is broken down by the principal activities to complete MBCx Equipment installation at each campus as follows:

MERRIT COLLEGE (MC)		
Task/Phase	**Price Proposal**	**Time to Complete Phase**
Investigation Phase	_____ Dollars ($_____)	
Implementation Phase	_____ Dollars ($_____)	
Reporting Phase	_____ Dollars ($_____)	
Total MBCx Equipment Price for Camps	_____ Dollars ($_____)	

LANEY COLLEGE (LC)		
Task/Phase	**Price Proposal**	**Time to Complete Phase**
Investigation Phase	_____ Dollars ($_____)	
Implementation Phase	_____ Dollars ($_____)	
Reporting Phase	_____ Dollars	

	($_____)	
Total MBCx Equipment Price for Camps	_____ Dollars ($_____)	

COLLEGE OF ALAMEDA (COA)		
Task/Phase	**Price Proposal**	**Time to Complete Phase**
Investigation Phase	_____ Dollars ($_____)	
Implementation Phase	_____ Dollars ($_____)	
Reporting Phase	_____ Dollars ($_____)	
Total MBCx Equipment Price for Camps	_____ Dollars ($_____)	

5. Proposal Exceptions/Exclusions. The Proposal incorporates all work, labor, materials and services required to complete the Consultant Services, except as noted below. The Respondent acknowledges that if the District determines in the District's sole discretion that any of the exceptions/exclusions set forth below affect material terms of the Consultant Services Agreement and/or affect the nature, scope or other requirements of the Consultant Services, the District may reject this Proposal for non-responsiveness. The exceptions/exclusions are: _____.

6. Schedule Proposal. The undersigned Respondent proposes to complete activities and tasks necessary the Consultant Services in accordance with the Proposed Consultant Services Schedule incorporated into Tab 7 of the Respondent's RFP Response.

7. Award of Agreement. The Respondent acknowledges that action to award the Agreement is vested solely in the District's Board of Trustees and that the District may waive minor irregularities or informalities in the RFP process or the District may reject all Proposals.

8. Bid Protests; Attorneys Fees and Costs. By submitting this Proposal, the Respondent specifically acknowledges and agrees to the provisions of Paragraph 3.14 of the RFP relating to the right of the prevailing party in judicial proceedings arising out of a bid protest to recover its attorneys' fees and costs incurred in connection with any such judicial proceedings and that Paragraph 3.14 of the RFP is binding upon the Respondent and enforceable against the Respondent in accordance with the express terms of Paragraph 3.14 of the RFP.

The individual executing this Proposal on behalf of the above-identified Respondent warrants and represents to the District that: (i) he/she is duly authorized to execute this Proposal on behalf of the Respondent and to bind the Respondent to this Proposal; and (ii) this Proposal is complete and accurate.

_____
Signature

_____
Name Printed or Typed

(_____) _____
Area Code and Telephone Number

QUALIFICATIONS STATEMENT
(Attachment B)

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent's RFP Response will render the RFP Response non-responsive and rejected.

1. Contact Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

- ☐ Corporation

  _____
  (State of Incorporation & Corporate Registration No.)

- ☐ Partnership

  _____
  (Describe type of partnership i.e., general partnership, limited partnership)

- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Joint Venture

  _____
  (Identify each member of Joint Venture and form of entity of each Joint Venturer)

- ☐ Sole Proprietorship

  _____
  (Identify all equity owners)

1.3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

2. **Prior Metering and MCBx Experience**. Provide a summary of ***ALL*** other Prop 39 meter/MCBx equipment installations completed by Respondent for a K-12 school district or community college district provided by the Respondent (or Respondent's predecessor). Provide the summary in the following format. Attach additional summaries as necessary and identify each additional summary by sequential "Assignment No." numbering.

   Respondents are cautioned that if the District determines based on the District's investigation that a Respondent failed to disclose and identify ALL other consulting services provided by the Respondent (or Respondent's predecessor) to California community college districts and/or California K-12 public school districts within the past ten (10) years which are identical

or similar to the Consultant Services described in the RFP, the Respondent's RFP Response is subject to rejection for non-responsiveness.

ASSIGNMENT NO. 1	
Client name	
General description of meters/MCBx equipment installed	
Installation Dates (beginning and end dates)	
Original Price	
Final Adjusted Price	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

ASSIGNMENT NO. 2	
Client name	
General description of meters/MCBx equipment installed	
Installation Dates (beginning and end dates)	
Original Price	
Final Adjusted Price	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

3. **Essential Minimum Qualifications**. Any response of a Respondent indicating "not qualified" to the following qualifications criteria will result in rejection of the Respondent's RFP Response for failure to meet minimum qualifications criteria.

3.1. Respondent has obtained a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

- ☐ Yes
- ☐ No (not qualified)

3.2. Respondent possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the RFP?

- ☐ Yes
- ☐ No (not qualified)

3.3. Respondent is currently a DIR Registered Contractor?

- ☐ Yes
- ☐ No (not qualified)

3.4. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- ☐ Yes
- ☐ No (not qualified)

3.5. Respondent is ineligible for award of public works contracts or to perform work as a Subcontractor on a public works project pursuant to Labor Code §1777.1 or 1777.7.

- ☐ Yes (not qualified)
- ☐ No

3.6. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a "responsible" bidder for a public works project or a public works contract?

- ☐ Yes (not qualified)
- ☐ No

3.7. At any time during the last five (5) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

- ☐ Yes (not qualified)
- ☐ No

3.8. At any time during the last five (5) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- ☐ Yes (not qualified)
- ☐ No

3.9. Within the past five (5) years, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.

- ☐ Yes (not qualified)
- ☐ No

4. **Background**.

4.1. Respondent Experience.

4.1.1. Years In Business. The Respondent has installed utility consumption metering and monitoring equipment under Respondent's current trade/business name. _____

4.1.2. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent's current trade/business name?

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment identify all prior trade/business names used by Respondent in the prior ten (10) years.

4.1.3. Prior Assignments. Do the prior assignments identified and disclosed in the Respondent's response to Paragraph 2 above include all assignments similar to those described in the RFP completed by Respondent under a prior trade/business name?

- ☐ Yes
- ☐ No
- ☐ Not Applicable

If "No" provide a summary of each other assignment completed under Respondent's prior trade/business name(s) using the summary format set forth in Paragraph 2.

4.1.4. Officers and Equity Owners. Is any current equity owner, officer or employee of Respondent currently or previously employed by or owned an equity interest of ten percent (10%) or more in any other firm, company, corporation, partnership or other form of business entity that provided work, materials, equipment or services to the District in the prior ten (10) years?

- ☐ Yes
- ☐ No

If "Yes": (i) identify all such equity owners, officers and employees; (ii) provide the name(s) of all such other firms, companies, corporations, partnerships or other business entities; and (iii) generally describe the work, materials, equipment or services provided by such other firms, companies, corporations, partnerships or other business entities to the District. **Respondents are cautioned that if the District determines based on the District's investigation that a Respondent failed to fully disclose and identify ALL current equity owners, officers and employees of Respondent who are currently or were previously employed by or owned equity in any other firm, company, corporation, partnership or other business entity that previously providing the District with work, labor, equipment or services, the Respondent's RFP Response is subject to rejection for non-responsiveness.**

4.2. Claims and Disputes.

4.2.1. Pending Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for energy

conservation services/equipment in which the Respondent is seeking additional compensation or in which compensation is sought from the Respondent.

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

4.2.2. Prior Claims and Disputes. The Respondent has, within the past seven (7) years been engaged in a claim, dispute or disagreement in which the Respondent sought additional compensation or additional time or in which compensation was sought from the Respondent.

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of such pending claim, dispute or other disagreement.

4.2.3. Judgments. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against the Respondent or any of the officers or equity owners of Respondent which arise out of or are related in any manner to a private or public contract?

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of such pending claim, dispute or other disagreement.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFP process.

Executed this___ day of _____ 20__ at_____.
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
(Signature)

_____

NON-COLLUSION AFFIDAVIT
(ATTACHMENT C)

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting the
(Title) (Respondent Name)
foregoing RFP Response ("the Respondent"). In connection with the foregoing RFP Response, the undersigned declares, states and certifies that:

1. The RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The RFP Response is genuine and not collusive or sham.

3. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other response or anyone else to put in sham RFP Response, or to refrain from submitting a RFP Response.

4. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the RFP Response and related documents are true.

6. The Respondent has not, directly or indirectly, submitted the RFP Response or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham RFP Response

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature

_____
Name Printed or Typed

(_____) _____
Area Code and Telephone Number

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (ATTACHMENT D)

I,_____ the _____of
(Name) (Title)
_____, declare, state and certify that:
(Consultant Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

   "Every employer except the state shall secure the payment of compensation in one or more of the following ways:

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

_____
(Consultant Name)

By: _____
(Signature)

_____
(Name Printed or Typed)

SUBCONTRACTORS LIST
(Attachment E)

Project **AAAA**

Name of Bidder: _____

Authorized Signature: _____

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Sub-contractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.

Attach additional page(s) as required

DIR REGISTRATION VERIFICATION
(Attachment F)

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)
submitting the accompanying Proposal for RFP for Metering Installation & Implementation of MBCx Measures Project; RFP No. 15-16/27. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

1. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20___.

2. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

3. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

4. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

5. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

6. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20___ at _____.
(City and State)

_____
(Signature)

_____
(Name, typed or printed)

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY (Attachment G)

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability) to purchase products or services that minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non-polystyrene food containers, non-petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

The District's Environmental Sustainability Policy is available for review and/or download at: http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

Each Respondent must execute and submit the executed Statement of Compliance With Environmental Sustainability Policy with the Respondent's RFP Response.

STATEMENT OF COMPLIANCE WITH ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY
(Attachment G-1)

Respondent: _____

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does Respondent's product or service promote the District's Environmentally Sustainable Procurement goal?

_____Yes* _____No

*If "yes" describe in the following how the product or service that the Respondent propose to provide to the District will promote the District's Environmentally Sustainable Procurement goal.

_____

_____

_____

_____

_____

_____

_____

I am authorized to execute this Statement of Compliance with Environmental Sustainability Policy on behalf of the above-identified Respondent. I declare under penalty of perjury under California law that the foregoing is true and correct.

By: _____
(Signature)

_____
(Typed or Printed Name)

Title _____

Date _____

STATEMENT OF NON-DISCRIMINATORY EMPLOYMENT PRACTICES
(Attachment H)

Respondent: _____

I hereby certify that the above-identified Respondent will maintain a work environment free from discrimination, where employees are treated with dignity and respect. The Respondent does not discriminate against any employee or applicant for employment because of gender, color, race, ethnicity, national origin, religion, age, marital status, sexual orientation, gender identity and expression, disability, pregnancy, covered veteran status, protected genetic information and political affiliation. The Respondent will at all times comply with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

I am authorized to execute this Statement of Non-Discriminatory Employment Practices on behalf of the Respondent. I have personal knowledge of all of the foregoing. I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct.

Dated: _____

By: _____
(Signature)

_____
(Name typed or printed)

AGREEMENT FOR METER/MBCx EQUIPMENT AND RELATED SERVICES (ATTACHMENT I)

LABOR & MATERIALS PAYMENT BOND
(Attachment J)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **PERALTA COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **RFP for Metering Installation & Implementation of MBCx Measures Project; RFP No. 15-16/27.** WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration,

deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

PERFORMANCE BOND
(Attachment K)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **PERALTA COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **RFP for Metering Installation & Implementation of MBCx Measures Project; RFP No. 15-16/27**

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a

failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price. If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20____ by their duly authorized agent or representative

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

PROJECT LABOR AGREEMENT
(Attachment L)

PLA LETTER OF ASSENT
(Attachment L-1)