

**Peralta Community College District**  
**REQUEST FOR QUALIFICATION/PROPOSAL (RFQ/P)**  
**FOR THE DISTRICT-WIDE ENERGY EFFICIENCY PLANNING AND IMPLEMENTATION**  
**SERVICES**  
**RFQ/P #23-24 /05**



NOTICE IS HEREBY GIVEN that the Peralta Community College District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide district wide energy efficiency planning and implementation services for Peralta Community College District (PCCD).

The **Mandatory** Pre-Proposal Meeting will be conducted via zoom on **November 15, 2023, 10:00 am**  
**Conference Meeting ID 886 8912 8235:**

<https://peralta-edu.zoom.us/j/88689128235>

**ALL SOQs & PROPOSALS ARE DUE ELECTRONICALLY BY 1:00 PM PST, NOVEMBER 28, 2023.** Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will be returned, unopened. All Proposals must be submitted electronically using the Peralta Community College website through the purchasing department through the following link:

[Vendor Registry](#)

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ/P, please submit them via Vendor Registry at the link above before 2:00 PM PST November 17, 2023. Answers will be posted on the District Website.

Atheria Smith: Project Manager  
Interim Vice Chancellor DGS  
[atheriasmith@peralta.edu](mailto:atheriasmith@peralta.edu)

Buyer: Nicanor Custodio  
[ncustodio@peralta.edu](mailto:ncustodio@peralta.edu)

## **RFQ/P RESPONSE SCHEDULE SUMMARY**

The District reserves the right to change the dates on the schedule without prior notice.

<b>Date</b>	<b>Event</b>
November 3 2023,	Release of RFQ/P
November 15, 2023 @ 10:00 AM	Mandatory Pre-Bid Meeting
November 17, 2023 ; 2:00 PM PST	Deadline for submitting written questions (RFI)
November 22, 4:00PM	Deadline for District answering written questions
November 28th ; 1:00 PM PST	Deadline for submitting SOQs/Proposals
December 12, 2023	Board of Trustees Meeting

## **INTRODUCTION**

Founded in 1964, the Peralta Community College District ("PCCD" or "District") is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, Laney College, and Merritt College. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates, and university transfer programs to more than 30,000 students. The District currently has an active program at all four sites. Approved by voters in 2006, Measure A allows the District to issue and sell bonds of up to \$390,000,000. Measure G was approved by the voters in November 2018, allowing the District to issue and sell bonds up to \$800,000,000.

The District is asking experienced and proven firms to submit their qualifications and proposals to provide district wide energy efficiency planning and implementation services. This RFQ/P defines the district wide energy efficiency planning and implementation services sought and generally outlines the Projects' requirements.

## **LIMITATIONS**

The District reserves the right to contract with any entity responding to this RFQ/P. The District makes no representation that participating in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of a contract, if at all, is at the sole discretion of the District.

The District reserves the right to reject any and all Proposals, to waive any irregularities or informalities not affected by law, to evaluate each Proposals submitted, and to award contracts, if any, according to the Proposals which best serves the interest of the District at a reasonable cost to the District. Any contract(s) resulting from this RFQ/P, however, will be made according to the form of the Independent Services Agreement provided as a separate attachment on Vendor Registry.

The respondent's Proposals, and any other supporting materials submitted to the District in response to this RFQ/P, will not be returned and will become the property of the District unless portions of the materials are designed as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4<sup>th</sup> 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of the any public disclosure of any Proposal.

## **FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit Proposals in response to this RFQ/P, and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits, or otherwise subjected to discrimination in any consideration leading to the award of contract.

## **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding the RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizen's Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the entity submitting a Proposal.

## Table of Contents

### Attachments:

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate Of Compliance	Yes
2	Certificate Regarding Workers' Compensation	Yes
3	Statement of Equal Employment Opportunity	Yes
4	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No. "Definitions" and "Geographic Location Requirements" apply, however.
5	SLBE/SELBE Self Certification Affidavit	Yes, if applicable.
6	Non-Collusion Affidavit	Yes
7	General Provisions	No
8	RFP Acknowledgement and Signature Form	Yes
9	Scope of Services and Scoring Matrix	Yes

**VENDOR'S QUESTIONNAIRE AND CERTIFICATE OF  
COMPLIANCE RFP No.: 23-24/05 Energy Efficiency Plan and  
Implementation**

The following information is requested for information purposes only. It will not be used in determining bid award.

**Date** \_\_\_\_\_

**Firm Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Business Fax** \_\_\_\_\_ **Email Address** \_\_\_\_\_ **Website** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **City/State** \_\_\_\_\_ **Zip Code+ 4®** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_ **City/State** \_\_\_\_\_ **Zip Code + 4®** \_\_\_\_\_

**Type of Organization (Check one)**      **Individual**       **Partnership**       **Corporation**

**Name of Owner(s)** \_\_\_\_\_ **State of Incorporation (if applicable)** \_\_\_\_\_

**Name of Partners** \_\_\_\_\_ **(I) Indicate (G) General (L) Limited** \_\_\_\_\_

**Local Address** \_\_\_\_\_

**Amount of Annual Business** \_\_\_\_\_

**The District is identifying vendor ownership as follows:**

	Asian-American (Chinese, Japanese, Korean)	Black or African	Filipino	Latino (other than Mexican or Mexican Native)	Mexican or Mexican Native	Native	Pacific Islander	White	Disabled	Veteran	Women	Subcontract	Employee	Apprentice
<b>Total #</b>														
<b>% of assets</b>														

**The District is identifying vendor workforce as follows:**



**Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.**

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**Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.**

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**What are you interested in providing the District? (e.g., construction, consulting, goods or services).**

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<b>Main Headquarters Office(s) Address/Telephone (List all as applicable)</b>	<b>1.</b>  <b>2.</b>  <b>3.</b>
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**Total # of Employees \_\_\_\_\_**

<b>Local Office(s) Address/Telephone (List all as applicable)</b>	<b>1.</b>  <b>2.</b>  <b>3.</b>
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**Total # of Employees \_**

**Name and list residential  
zip code for each employee,  
subcontractor, or apprentice  
for awarded contract**

**(Please use the Zip+4®)  
Use separate sheet as  
necessary**

- 1.**
- 2.**
- 3.**
- 4.**
- 5.**
- 6.**



**CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**RFP No.:23-24/05**

Labor Code Section 3700 in relevant part 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) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees."

I am aware of the provisions of Section 3700 of the Labor Code which 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 the work of this Contract and will require all subcontractors to do the same.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**Statement of Equal Employment Opportunity**  
**RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

I hereby certify that \_\_\_\_\_  
(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor's questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

- a. Actual racial, gender and residential workforce composition of your company for the contract work.
- b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
- c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

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 and is of my own personal knowledge.

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

—  
\_\_\_\_\_

Print Name

**SMALL LOCAL BUSINESS ENTERPRISE (SLBE) and  
SMALL EMERGING LOCAL BUSINESS ENTERPRISE (SELBE) PROGRAM  
RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a proposal preference for SLBE and SELBE firms. The preference is used for scoring purposes to determine the winning proposal, and the contract is awarded at the actual proposal amount. Please review the following guidelines to confirm if your firm qualifies for the preference.

**Definitions:**

**SLBE:** A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of \$8.5 million for a construction firm, or \$6 million for goods and non-professional services firm, or **\$3 million** for architecture, engineering and **professional services firm**, for the past three consecutive years and meets the below geographic location requirements.

**SELBE:** A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of **\$1.5 million** for the past three consecutive years and meets the geographic location requirements as stipulated under "Geographic Location Requirements."

**Commercially Useful Function:** Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

**Geographic Location Requirements:**

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Firms that meet the District criteria for an SLBE and SELBE can complete the "**SLBE/SELBE Self-Certification Affidavit**" and signed under penalty of perjury. Firms claiming SLBE

and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.

**SLBE/SELBE SELF CERTIFICATION AFFIDAVIT**  
**RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise (SLBE) or a Small Emerging Local Business Enterprise (SELBE) and resides in the geographic location of the District’s catchment area and qualifies for the points listed below. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the preferences.

<b>Certification Status</b>	<b>Preference</b>	<b>Preference Claimed (check only one)</b>
SELBE	5 points	
SLBE	3 points	
Based in Catchment Area	1 point	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
  - a) Refusal to certify the award of a contract
  - b) Suspension of a contract
  - c) Withholding of funds
  - d) Revision of a contract for material breach of contract
  - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years
  
2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.
  
3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: \_\_\_\_\_ Bid Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed or typed name Title

\_\_\_\_\_  
Name of Company Telephone Fax

**NON-COLLUSION AFFIDAVIT**  
**RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

State of California, County of Alameda

(Name) \_\_\_\_\_, being first duly sworn, deposes and says that he or she is (title) \_\_\_\_\_ of (company) \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

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

**Exhibit 7: GENERAL PROVISIONS**  
**RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

Definition: The words **Contractor** means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. **INDEMNIFICATION:**

(a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. **INSURANCE:** With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

## **5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:



DISTRICT:

Peralta Community College District  
333 East 8th Street  
Accounts Payable Department  
Oakland, CA 94606

CONTRACTOR:

Name  
Address

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

1. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

2. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

8. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

9. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

11. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

12. **CONTRACTOR'S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by DISTRICT shall not operate as a waiver or release.

13. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

14. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

15. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

16. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17. **LIVING WAGE COMPLIANCE:** In Compliance to the City of Oakland Ordinance No. 12050; The Peralta Community College District is required for vendors doing business within the District to comply with this local law; "Payment of Living Wage" to its employees.

**End of Section**

**Exhibit 8: RFP Acknowledgment and Signature Form**  
**RFP No.: 23-24/05 Energy Efficiency Plan and Implementation**

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

**Addendum Acknowledgment**

The following addendum(s) are acknowledged in this RFP: \_\_\_\_\_

**Acknowledgment and Signature:**

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

**Decline Proposal:**

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Exhibit 9: Scope of Services**  
**RFP No.: 23-24/05 District-Wide Energy Efficiency and**  
**Implementation Services**

**Scope of Work.**

The District wishes to incorporate the principles of sustainability into its organizational values and core business goals. These principles express the agency's commitment to "reduce, re-use, and recycle all internal resources and reduce greenhouse gas emissions." These climate, energy, water, and resource conservation and management principles are to be integrated into the District's infrastructure and facilities activities to reduce resource consumption; decrease air pollutant emissions, including greenhouse gas emissions; reduce solid and liquid waste generation, and increase recycling and diversion from landfill.

To guide these efforts the District is seeking to partner with qualified persons, firms, partnerships, corporations, associations, or professional organizations to develop the District's sustainability implementation plan, District energy efficiency and management plan and climate action and resiliency plan. As well as provide implementation (design, construction, installation, commissioning) of selected EEP Projects, and reporting (measurement and verification, and audit compliance) services and post-project support. All audit evaluations are to be based on Total Cost of Ownership. The District will evaluate each firm based on the information outlined in the response submitted, together with other information available to the District from any other sources. In making its firm selection, the District reserves the right to consider and evaluate these factors, and all other factors, as it sees fit.

The energy efficiency plan and implementation services partner will support the following areas, including, but not limited to:

**A. Building Energy Management** – programs, projects, and initiatives oriented towards reducing and managing District's use of energy resources, maintaining state of good repair, and improving occupant health and comfort within existing and future buildings, maintenance facilities, and other structures. Work activities include but are not limited to:

- Designing and implementing energy efficiency building and systems retrofits including advanced lighting controls, HVAC controls, vertical transportation, building management systems, and building envelope;
- Developing and supporting energy efficient building and systems design and construction for new construction and major renovations;
- Leading the development and implementation of portfolio-level building management systems and a retro-commissioning program;
- Fulfilling or supporting the role of an agency-wide energy manager;
- Acting as the District's building commissioning agent on complex new construction and major renovation projects;

- Assisting the District with green building and infrastructure certification and meeting relevant green building codes and requirements; and
- Designing and implementing on-site renewable energy generation, distributed energy resources, battery storage, and microgrid solutions.

**B. Energy Supply and Vehicle Fuel** – programs, projects, and initiatives oriented towards reducing emissions and managing costs related to energy supply and vehicle fuel. Work activities include but are not limited to:

- Developing, implementing, and managing a long-term energy and fuel supply plan;
- Developing, executing, and managing energy supply agreements;
- Supporting optimization of environmental commodities through the District’s energy supply chain;
- Modeling and analyzing District’s energy consumption, rates, costs, and pricing exposure; and
- Coordinating with District’s utility partners, energy suppliers, and relevant regulatory bodies.

**C. Climate Adaptation and Resilience** – programs, projects, and initiatives oriented towards increasing the resiliency of the District’s facilities and services to the effects of extreme weather events and long-term climate changes. Work activities include but are not limited to:

- Support hazards identification, modeling, mapping, tracking, and mitigation;
- Develop asset and organizational risk and/or resilience assessments;
- Develop and assess adaptation actions that harden/protect infrastructure, adjust operations/change behaviors, or relocate or re-site infrastructure or services; and
- Develop adaptation projects through, design, engineering, site assessment, piloting, implementation, monitoring, and evaluation.

**D. Air Quality and Greenhouse Gas (“GHG”) Monitoring and Mitigation** – programs, projects, and initiatives oriented toward meeting District’s air quality and GHG emissions reduction goals. Work activities include but are not limited to:

- Developing and maintaining criteria air pollutant and GHG emissions inventories; and
- Supporting emissions monitoring and compliance activities.

**E. Project Implementation** – In addition to the outlined studies and reports, the District intends to implement a design-build program consistent with the provisions of Government Code sections 4217.10 through 4217.18, which will provide sustained efficiencies and energy

cost savings. Services may include but are not limited to the analysis, audit, design, construction, installation, and commissioning of the energy efficiency measures/project in accordance with all applicable laws. The provision of post-project reporting per CEC requirements and applicable law including, without limitation, measurement and verification, audit compliance; and provision of ongoing energy management and/or training services the District may wish to pursue. District at its discretion may elect to employ the selected design build energy firm to implement additional energy conservation, sustainability and/or facility improvement measures.

The District expects that the selected firm(s) will work with the project architect(s) and contractor(s) to achieve the practices and standards required by the guiding principles and objectives identified below:

- Long-term cost savings through reduced energy use and related operating cost savings; Based on Total Cost of Ownership;
- Compliance with California Government Code § 4217.10 et seq. and all other applicable laws, codes, and regulations;
- Annual guarantees for cost savings;
- Upgrading old and/or inefficient systems;
- Maintaining consistent and reasonable levels of occupant comfort;
- Maintaining building functionality and compatibility with existing equipment;
- Improving utilization of technology to achieve optimum performance and saving;
- Providing additional benefits as a direct result from energy related services and capital improvements, such as reduced maintenance needs, improved indoor air quality, building improvements, and reduced greenhouse gas emissions;
- Minimize financial and technical risk to the District; and
- Comprehensive funding solutions.

Designs, products, components, construction, and installations must comply with applicable codes, standards, and rating methodologies. All plans and estimates shall be compliant with any potential Division of the State Architect (DSA) guidelines, applicable California building and electrical codes, Title 24 of the California Code of Regulations, and requirements of Government Code section 4217 et seq. and other applicable law.

The District intends to select one or more firms that best meet the District's needs to perform the services as described in this RFQ/P. The District may assign all or parts of the work described to one or more of the selected firms(s). The criteria on which the District makes its determination will not be limited to the amount of proposed fees but will also be based on ability and experience as described herein. Additionally, the District may contract immediately,

or during the project, with a single firm to provide all the services described herein, or the District may elect to divide the scope of work into phases. District at its discretion may elect to employ the selected design-build energy firm to implement additional energy conservation, sustainability and/or facility improvement measures Districtwide or at select campuses.

## **MINIMUM QUALIFICATIONS**

Respondents must meet the following minimum requirements to participate in the District's RFQ/P process:

- Accredited by the National Association of Energy Services Companies ("NAESCO") and is included on the U.S. Department of Energy's ("DOE") Qualified List of Energy Service Companies.
- California-based full-service support office with designers, energy engineers, project managers, project finance managers, and construction managers with 50 miles of the District.
- Established record of technical performance on similar projects in California.
- Successful implementation of at least three energy performance contracts for the public sector, preferably community college districts, in the last five years.
- Licensed with the Contractors State License Board of California, with active standing.
- No pending or recent litigation in the past five (5) years associated with the savings performance and/or measurement and verification of a guaranteed energy savings project. Certification to this effect signed by an officer of the firm.
- Extensive experience with the Office of Public-School Construction (OPSC), CDE, DSA, the public-school construction building and design codes, including but not limited to California Building and Electrical Codes, and Title 24 of the California Code of Regulations, is mandatory.
- Minimum of Twenty-Five Million Dollars (\$25,000,000) of single project bonding capacity.

Failure to provide accurate and complete information as requested is grounds for disqualification.

### **PART III**

#### **REQUIREMENTS FOR SUBMITTAL OF QUALIFICATIONS**

##### **A. FORMAT REQUIREMENTS**

Please limit proposals to no more than twelve (12) pages (cover letters, table of contents, dividers, licenses, resumes, and exhibits are not included in the page count). Firms submitting



Proposals in response to this RFQ/P must follow format below. Material must be in 8-1/2 x 11-inch format, font size 12 point or larger. Each Proposal shall include a Front Cover stating the following: "Proposal for [Firm Name] in Response to Peralta Community College District's RFP #XXXXXXXX"

The Proposal electronic file shall be formatted as follows:

1. Each Proposal shall include a table of contents.
2. Proposals shall include divider tabs labeled with boldface headers as outlined below (e.g., the first tab will be entitled "Cover Letter," the second tab would be entitled "Business Information," etc.).
3. Proposals shall include a cover sheet listing the firm's name, the total number of pages, and identifying any pages that were removed due to proprietary information.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the **respondent may be disqualified from further consideration.**

## **B. RFQ/P CONTENT REQUIREMENTS**

### **1. TAB 1- COVER LETTER** (maximum of 1 page)

- a. Provide background about your firm, including the history of the company, the location of the home office, and the philosophy of the founders. Identify one point of contact for this solicitation and their name, title, phone number, and email address.
- b. Provide a letter of introduction signed by an authorized officer of the firm. If the Security & Safety firm is a joint venture, duplicate the signature block and have a principal officer also sign on behalf of each party to the joint venture.
- c. Include a brief description of why your firm is well-suited for, and can meet, District's needs.
- d. Point of Contact During Evaluation and Award Process. Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process. Name, email address, and phone number for no more than two (2) individuals who can respond to questions and correspondence on behalf of the Proposer.
- e. **Must include the following statement:** ["INSERT COMPANY'S NAME] received a copy of the District's Energy Efficiency and Agreement ("Agreement") provided as a separate attachment on Vendor Registry. [INSERT COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the agreement. If given the opportunity to contract with the District, [INSERT SERVICE COMPANY'S NAME] has no objections to the use of the Agreement."
- f. Respondent shall certify that no official employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- g. Respondent shall certify that no official employee of the firm has ever been convicted of an ethics violation.

## **2. TAB 2- BUSINESS INFORMATION**

Please provide the following information

- a. Company name
- b. Address
- c. Telephone
- d. Fax
- e. Website
- f. Name and email of main contact
- g. Federal Tax I.D. Number
- h. License or registration number
- i. Type of organization/business structure (ownership; legal form, i.e., corporation, partnership, etc., and senior officials in company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm
- j. A brief description and history of the firm, including number of years the firm has been in business and the date firm was established under its given name
- k. Number of employees (licensed professionals, technical support)
- l. Location of office where the bulk of services solicited will be performed
- m. Any State or California certification for your firm indicating small business or Disabled Veteran Business Enterprise status
- n. How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant
- o. Provide similar information for proposed sub-consultants
- p. How sub-consultants will be utilized on the Project(s) and to what extent work will be performed in-house

## **3. TAB 3– PROJECT APPROACH (2 pages)**

- a. Describe the proposed process for assessing energy-related opportunities that may exist within the District, including, but not limited to energy efficiency projects, solar electric generation, and battery energy storage systems. Also, describe how the project engineering and technology/equipment selection process will be conducted and how the proposed work will transition to implementation.
- b. Describe your firm’s experience with design-build project delivery under Government Code section 4217 et seq. Address the areas that are self-performed, subcontracted, team delivered, etc. At a minimum, design, engineering, procurement, and installation/construction must be addressed in your response.
- c. Describe your firm’s approach to post-project reporting, including, without limitation, measurement and verification, and audit compliance.
- d. Describe your firm’s safety program. Include proof of your firm’s safety Experience Modification Rating (“EMR”) or equivalent.
- e. Describe if your organization offers STEM education, community engagement and economic development programs. If so, provide examples of STEM education,

community engagement and economic development that the firm has completed.

**4. TAB 4- OBJECTIVES (1 page)**

- a. What are the key performance indicators that your firm identifies in order to solve the issue at hand?
- b. What are the keys to success?
- c. How do you measure success?

**5. TAB 5- CASE STUDY (1 page)**

Using an existing client model, explain how your firm tailored their services to meet the needs of a client.

- a. What processes did you use to better understand the problem?
- b. How did you adjust your personnel to better meet those needs?
- c. What were the lessons learned from the process?
- d. What would you change if you had the opportunity to start over?

**6. TAB 6- FEE PROPOSAL (page)**

- 7. Proposers will submit fee proposals for project implementation in response to this RFQ/P. Fees for preparation of the sustainability and resiliency plans will be determined and negotiated after selection. Proposers shall provide a cost per square foot (\$/Sq. Ft) for audit and planning services, percentage markup for all design, implementation, guarantee, commissioning, overhead and profit for the construction phase. Please provide the following categories. Percentages may be shown as a range.

**8. Cost of Audit Services**

**\$/Sq. Ft.** \_\_\_\_\_

<b>ENGINEERING &amp; PROFESSIONAL SERVICES CATEGORY</b>	<b>% of Direct Project Cost</b>
Design Engineering	
Project & Construction Management	
Guarantee Services	
Commissioning	
Other Categories (e.g., specialty engineering services)	
<b>General Cost Recovery Categories</b>	<b>% of Total Project Cost</b>
Overhead	
Profit	

**7. TAB 7 – REFERENCES (1 page)**

Please provide a minimum of three (3) recent references, including the company worked for, title or reference, relationship to your team, and contact information (phone and/or email). Please also indicate if you have previously provided services in an educational setting.

## 8. TAB 8 – KEY STAFF (variable)

Provide a resume or describe the experience of key members of the leadership team including the name of the person who will be the point of contact for the vendor. This person should coordinate with the Facilities director and all campus directors monthly to review the monthly report, address any issues and concerns and to assess the contract, at least for the first year or until everyone is comfortable with how things are going.

## 9. TAB 9– Authorized Signature

**a. Insurance Requirements:** include statement that "[insert name of Respondent] has reviewed the indemnity provisions and insurance requirements contained in the sample contract and":

- "has no objections."

**b. Other Modifications:** include statement that "[insert name of Respondent] has reviewed all provisions of the sample Agreement and":

- "has no objections."

**c. Debarment:** Provide statement that the Proposer, and all of its proposed subconsultants and other partners, have not been debarred from providing services to any Federal, State, or Local Agency within the last five (5) years. If Proposer or any of its proposed subconsultants or other partners has been debarred, identify the agency and individual that issued the debarment, the agency's basis for the debarment, and the date of the debarment.

Proposer or any of its proposed subconsultants or other partners has been debarred, identify the agency and individual that issued the debarment, the agency's basis for the debarment, and the date of the debarment.

**d. Ethics Certification:** Certify that no official or employee of Respondent has ever been convicted of an ethics violation.

**e. Other Certifications and Forms:**

i. Acknowledgement and Signature Form

1. Use the Acknowledgement and Signature Form in **RFQ/P Exhibit 1**.

**f. Authorization and Declaration:** Provide statement that the person signing the Proposal is authorized to submit proposals on the behalf of the entity, and that "by virtue of submission, [insert name of authorized signatory] declares that all information provided is true and correct."

**g. Signature:** Signature of authorized person, printed name and title of authorized person, and date. If Respondent is a joint venture, duplicate the signature block and provide an authorized person for each party to the joint venture.

**10. TAB 10- SLBE/SELBE**

The proposer (prime vendor) meets the District's definition of SLBE or SELBE, and/or has demonstrated a willingness to partner in a significant matter with such a firm. Complete and submit SLBE/SELBE Self Certification Affidavit

**11. TAB 11 – REQUIRED FORMS**

Exhibits to this RFQ/P, completed, and returned according to the instructions (*The forms listed below must be completed and returned with the SOQ package*)

- a. Vendor's Questionnaire and Certificate of Compliance
- b. Certificate Regarding Worker's Compensation
- c. Statement of Equal Employment Opportunity
- d. Small Local Business Enterprise / Small Emerging Local Business Enterprise Program
- e. SLBE / SELBE Self-Certification Affidavit
- f. Non-Collusion Declaration
- g. RFQ Acknowledgement and Signature Form
- h. Team Experience Template
- i. Professional Services SLBE Participation Table

**PART IV**

A PCCD committee consisting of faculty, classified staff, managers, and others as determined by the District, will evaluate, and score all submissions according to the evaluation criteria above. Based on these evaluations and reviews, the District may select up to three (3) companies to be interviewed by the selection committee.

If interviews take place, the format of the interview will include a presentation by the firm and a question-and-answer period. References checks will be performed at the discretion of the District at any time during the selection process.

Topics covered at interviews are at the discretion of the District selection committee, but short-listed finalists should be prepared to address the following topics:

- A. Demonstrated experience with programs of similar scope and size;
- B. Overview of topics covered in the proposer's SOQ and Proposal;
- C. Approach to managing the District's decision-making process;
- D. Approach to meeting cost and schedule commitments; and
- E. Demonstrate an understanding of the District's culture and commitments to the community.

**A. EVALUATION**

The Proposal will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

1. Approach – Community based model of security
2. Meets Objectives
3. Fee Proposal – proposal including proposed fee and fee schedule
4. Acceptable and verifiable references from clients contacted by the District, including:
  - a. Firm’s reputation
  - b. Satisfaction of previous clients (client relationships)
  - c. Timeliness of work and ability of the firm to meet schedules
  - d. Accuracy of cost estimates
5. Key Leadership Staff -- Overall responsiveness of the Proposal
6. The proposer (prime vendor) meets the District’s definition of SLBE or SELBE, and/or has demonstrated a willingness to partner in a significant manner with such a firm.

A selection committee will evaluate all submissions. Each Proposal must be complete. Incomplete Proposal will be considered nonresponsive and are grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether respondents are responsive, responsible, and qualified. Based upon the information presented in the Proposal, the District’s Selection Committee will choose the most highly-qualified firm. At the Selection Committee’s discretion, firms may be issued a request to arrange a tour of a representative facility which they have been responsible for.

**B. DISTRICT INVESTIGATIONS**

A District may investigate responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

**Selection Criteria.** The successful vendor will achieve the highest score based on the following matrix:

The scoring for the Proposal will be based on a maximum of 200 points available. Proposers shall also attend an Interview/Presentation meeting with the selection panel. The scoring for the interview/presentation will be based on a maximum of 100 points available. The rules for presentations and interviews will be issued to finalist. The total maximum points possible for the RFQ/P scoring is 300 points calculated as shown in the table below:

Item	Evaluation Criteria	Description	Points
1	Proposal Completeness		10
2	Fee Proposal	Fee is tailored to meet the needs of the District, expeditiously.	30
3	Project Approach		50
4	Project References	References are enthusiastic about the services provided.	30
5	Proposed Project Team Qualifications		30
6	Ligitation History		Pass/ Fail
7	Safety Record		20

8	STEM Education, Community Engagement and Economic Development		30
	<b>Total Base Score</b>		<b>100</b>

The services requested by the district are considered professional services. The district is not obligated to take the lowest fee. The scoring criteria above will be used to rank the submissions. The district has the right to reject all submittals, and re-bid if it is deemed in the best interest of the District.

**C Final Determination & Award**

The awarding of a contract or contracts is at the sole discretion of the District. In addition to the reservation of rights and limitations set forth in this RFQ/P, the District reserves the right to enter into one contract, or award multiple awards of contracts, for this work or related work. If contractual agreement cannot be reached with the apparent successful firm, the District may cancel the award and negotiate with the next highest ranked proposer.

The District may, at its option, determine to award contract(s) for only phases of the work, or for only portions of the scopes of work identified in this RFQ/P process. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work the District will retain the right to enter negotiations with any other firm responding to the RFQ/P.

- b. Any contract resulting from the RFQ/P and any amendments or supplements thereto shall not be assignable by the successful Respondent(s) either voluntarily or by operation of law without the written approval of the District.

**End of Document**