It is the policy of the Marin Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of ethic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; and that barriers to effective participation traditionally encountered by minorities and females be minimized.
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NOTICE TO BIDDERS

The Marin Community College District, 1800 Ignacio Blvd,
Novato, California 94949 hereby invites sealed proposals for the following:

REQUEST FOR PROPOSAL BID PROPOSAL #14-0328
Energy Management and Conservation Program

Bids shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. This bid package may only be received through District Purchasing to be valid. The District will receive sealed proposals at the District Purchasing Office, 1800 Ignacio Blvd, Novato, CA 94904, before:

3:00 p.m. Thursday, April 17, 2014

BID PROPOSAL #14-0328
Energy Management and Conservation Program

Advertise:
March 31, 2014
April 7, 2014
**BID CONDITIONS**

**BID MATERIALS AND INFORMATION:** This bid and all subsequent documents may only be obtained from and questions directed to:

District Purchasing Department, Building 8  
Marin Community College District  
1800 Ignacio Blvd  
Novato, CA 94949  
(415) 884-3162  
(415) 883-3261 – FAX

All questions must be e-mailed to David Erlenheim at buyer@marin.edu by 3:00 p.m. Wednesday, April 9, 2014. Answers will be researched. Responses to questions and/or RFP clarifications will be posted on Organization’s web site as addenda by Friday, April 11, 2014.

Marin Community College District also referred to as MCCD

**EXAMINATION OF BID DOCUMENTS AND ACTUAL CONDITIONS:**

Before submitting a bid, the bidder shall thoroughly familiarize himself/herself with all bid documents referred to in the bid proposal, and any addenda issued before the bid closing. Such addenda shall form part of the bid response. It shall be the bidder’s responsibility to ascertain that his bid includes all addenda issued prior to the bid closing.

The bidder must satisfy himself/herself by personal examination and by such other means as the bidder may prefer as to the actual conditions and requirements under which the bid shall be made. Such examination must be upon the notification and approval of the District Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or requirements of the bid which are not completely understood by the bidder, he/she shall contact the District Purchasing Department for further information as may be available.

**BID FORM (see Attachment A, page 19):** In order to preserve uniformity and to facilitate the award of Purchase Orders, no bids will be considered unless made upon forms furnished by MCCD and follows the proposal format beginning on page 10. No electronic, telegraphic, or telephonic proposal or modifications will be considered. Bid Proposal must include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.
All items on the form should be filled out. **Numbers should be stated in figures and signatures of all individuals must be in long hand.**

The bidder must bid separately on each item listed, unless otherwise requested herein.

All prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time of the bid closing.

Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications which serve to qualify the bid may void such bid as to the items qualified.

Each major item that is listed may be shown with attachments and accessories as required. The bid figure for that item as specified should be a total figure including all those attachments or accessories that are shown in the specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

**ADDENDUMS:** Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

**BID SUBMISSION:** Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, Marin Community College District, 1800 Ignacio Blvd, Novato, CA 94949 on or before the advertised date and hour for the closing of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid closing, such delayed bids shall not be considered and shall be returned unopened. **UPS DOES NOT DELIVER TO THIS ADDRESS.**

Outside of Bid must include name of Vendor and Bid Name and Number.

Bidders must submit one (1) original, five (5) copies and one (1) electronic copy on a flash drive of their respective response to this RFP.

All Bid Proposal requests sent by e-mail must have the e-mail attached to the front of the Bid Proposal.

All Addendums must be attached to the front of the Bid Proposal.

This Final Bid Request with the latest addendums must be included with no changes made to it, after the e-mail.

Any exceptions to the Final Bid Request must be referenced in a separate section of your proposal.

**TAXES:** In completing the bid form the bid total must exclude tax.
**DISCOUNTS**: Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

Cash discounts for payment of invoices must allow no less than ten (10) days for payment after receipt and acceptance of materials, after compliance by the Contractor with all of the terms of the contract/order and a correct invoice, whichever is later.

**ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS**: The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by MCCD for ninety (90) days after the bid closing date.

Changes to a bid shall not be allowed after bid closing!

The Marin Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw its bid at any time before the bid closing. In no case may a bid be withdrawn after the bid closing date without express approval from the Governing Board of the Marin Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to MCCD.

**BASIS OF AWARD**: This bid will be awarded in the best interest of the District. See Bid Specifications.

**EVIDENCE OF RESPONSIBILITY**: Upon the request of MCCD, a bidder shall submit to MCCD within five (5) days after request satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work required by the District, the bidder’s organization available for the performance of the contract and any other required evidence of the bidder’s qualification to perform the proposed contract. The district may consider such evidence before making its decision awarding the bid. Failure to submit evidence of a bidder’s responsibility to perform may result in rejection of the bid.

**DELIVERY**: Delivery of articles bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder’s delivery promise, such delivery must be completed as specified in the bid.

Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the Marin Community College District):

1. The rescinding of the Purchase Order, or
2. The deduction from the purchase price of 1 % per week (7 calendar days) per unit not delivered on the date specified. Said deduction to be stipulated by and between the parties as liquidated damages and not as penalty for the failure to deliver. This deduction to be made from the invoice at the time of payment.
FORCE MAJEURE CLAUSE: The Contractor and MCCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or MCCD; or when MCCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its' option grant an extension of time equal to the delay.

PAYMENT: One hundred percent (100%) payment will be processed through MCCD's normal accounts payment process after receipt and acceptance of the materials/services and after compliance by the Contractor with all of the terms of the contract/order.

COMPATIBILITY/INTERFACE: When reference has been made that equipment requested must be compatible and/or interface with existing MCCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

FEDERAL AND/OR STATE SAFETY REGULATIONS: The articles covered by this bid and any purchase order for furnishing any articles listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

CONTRACTOR’S RESPONSIBILITIES: In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which MCCD specifically agrees in writing to furnish. Contractor and any of its’ subcontractors shall assume all risks for any damage to or destruction of contractor’s tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.

PIGGYBACK CLAUSE: There shall no provisions offered for piggy back clauses on this RFP.
1. **DISTRICT BACKGROUND**

Marin Community College District is a multi-campus district with approximately 4,850 Full Time Equivalent Students. It is comprised of two campuses, College of Marin in Kentfield, CA and Indian Valley Campus in Novato, CA and encompasses more than 410 square acres. The District includes the areas served by Marin County Office of Education. The District is classified as a governmental instrumentality under Internal Revenue Code Section 115 and as a charitable organization under Internal Revenue Code Section 501(c) (3), and is, therefore, exempt from Federal taxes. The District is fiscally independent, with a General Fund operating budget for FY 2012-2013 of approximately $56 million. For more information, visit our web site at: [www.marin.edu](http://www.marin.edu)

2. **INFORMATION AND GENERAL CONDITIONS**

   A. **Definitions**

   The term District as used in these terms shall be construed to include the Marin Community College District (MCCD) and all employees, officers, and agents of the Marin Community College District.

   The term contractor as used in these clauses shall be construed to include the professional service firm that will provide the District’s M&O of said professional services firm for implementing Onuma interface with FUSION and training M&O staff to use and maintain the FUSION database.

   B. **Signature**

   The proposal must be signed in the name of the firm and must bear the signature of the person authorized to sign proposals on behalf of the firm.

   C. **Award of Contract**

   If the contract is awarded, it will be to the responsible firm whose proposal is deemed by the District to be the best proposal and whose proposal best meets the needs of the District. Written notification will be made to unsuccessful firms.

   Following the selection of the apparent successful firm, the District will enter into negotiations regarding provisions of the Agreement. If a satisfactory contract cannot be negotiated, the District may, in its sole discretion, begin contract negotiations with another firm and terminate negotiations with the originally selected firm.

   D. **Compensation and Additional Services**

   If additional services are required and authorized by the Vice President of Fiscal and College Operations, other than those included in the original Agreement, the Agreement will be amended to reflect the additional services, including any additional agreed-upon compensation for such services.
E. Assignment of Contract

Any disputes shall be resolved through binding arbitration pursuant to California Code of Civil Procedure section 1280 et seq., with non-prevailing party to pay the arbitrator’s fees, but with each side otherwise to bear its own costs and fees.

3. Purpose

The purpose of this RFP is to solicit sealed proposals from qualified Professional Services Providers to develop, implement and manage a comprehensive organizational behavior-based energy conservation program designed to reduce energy consumption by 20% or more and requiring NO lighting or equipment retrofits or replacements. The successful candidate will identify and make recommendations to reduce energy consumption of all energy types (electricity, natural gas, fuel oil, etc.) as well as water and sewer, more specifically set forth and described in Exhibit A, Qualifications, Scope of Services and Fees.

4. Proposal Invitation

Organization seeks to enter into a multi-year agreement for the development, implementation and management of a customized organizational behavior-based energy conservation program. All interested providers are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal (RFP). A copy of the RFP can be viewed and downloaded by accessing Organization’s web site [http://www.marin.edu/fiscal/bids.html](http://www.marin.edu/fiscal/bids.html). If a proposer discovers any ambiguity or error such as a conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify Organization in writing.

All questions must be e-mailed to David Erlenheim at buyer@marin.edu by 3:00 p.m. Wednesday, April 9, 2014.

Answers will be researched. Responses to questions and/or RFP clarifications will be posted on Organization’s web site as addenda by Friday, April 11, 2014.

It is the sole responsibility of each proposer to periodically check the web site for any addenda postings. Acknowledgement of all addenda must be submitted with proposal response. Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

**PROPOSAL SUBMISSION**

One (1) original, five (5) copies and one (1) electronic copy on a flash drive of the Proposal must be mailed or delivered in a sealed envelope to the below address and identified as RFP No. 14-0328– Energy Conservation and Management Program. The word “ORIGINAL” shall be plainly stated on the original Proposal documents. It is not necessary to submit each proposal in a separate envelope. All proposals may be submitted in one packet. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the Organization.
Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of respondents will not be assumed by the Organization.

All documents received in connection with this RFP are subject to the California’s Public Records Act unless marked confidential by the proposer and to the extent such documents are exempt from disclosure by express provisions of law.

Proposals must be received at District Purchasing Department, Building 8, Marin Community College District, 1800 Ignacio Blvd., Novato, CA 94949, no later than 3:00 p.m., April 17, 2014.

PROPOSAL FORMAT

Each proposal should be clearly divided into sections. Read the RFP carefully and respond accordingly.

At a minimum, proposal is to include a Table of Contents and the following Sections:

Section 1 – Program Criteria

• Describe your company’s overview of the organizational behavior-based process that your company uses.
• Describe the firm and staff experience, credentials, certifications, etc. of your company
• Provide a description the number and type of organizations for which you have implemented your organizational behavior-based program
• Provide an overview of proposed services
• Describe the financial aspects and guarantee of your program

Section 2 – Services Criteria

• Describe your approach to integrating operational and behavioral practices of energy conservation to achieve best results
• Provide a timeline and key deliverables
• Indicate whether your process or methodology has ever been reviewed or validated by an expert in Organizational Behavior Science
• Indicate whether your program has ever been reviewed or validated by a third party expert
• Describe your experience in saving energy by helping your clients optimize existing buildings, equipment and controls systems without the reliance on new equipment or controls installation as a vehicle to save energy and money.
• Describe your experience with ENERGY STAR® and in helping organizations achieve ENERGY STAR recognition
• Describe the internal and external communications and public relations support Organization will receive with your Program

Section 3 – Measurement and Verification

• Describe your approach to measuring and verifying (M&V) savings
• Identify whether the energy accounting software used for M&V will be managed by Organization or provider
• Describe software’s adherence to industry standards, specifically whether it adheres to the International Performance Measurement and Verification Protocol (IPMVP)
• Identify whether the energy accounting software used for M&V is owned or developed by provider or by a third party
• Identify how many updates or upgrades the software has had in the past three years
• Describe how adjustments are made to account for non-program related savings or other changes in the Organization’s environment

Section 4 – Program Cost and Savings Guarantee

• Describe program and costs
• Describe your savings guarantee
• Explain your approach for helping Organization achieve savings prior to incurring costs
• Confirm that your program will not require Organization to staff or furnish one or more dedicated Energy Managers
• Describe the methodology your company uses to arrive at savings projections
• Include a 10-year savings projection summary, identifying annual costs and projected annual savings (savings projections should be based on actual (historical) expenditures, not budgeted expenditures)
• Identify whether fees are set at a fixed level or as a percentage of actual savings during the contract term
• Identify the duration of the payment term

Section 5 – References and Case Studies

• Provide at least 10 references for whom you have provided similar services; include contact information
• Provide at least five additional references who have successfully implemented your program for 10 years or more
• Include at least three case studies that demonstrate measurable results solely from organizational behavior-based energy conservation, not from equipment or lighting retrofits or automated controls installation
• Provide reference letters from at least three clients for whom you have implemented an organizational behavior-based energy conservation program
• Describe awards your organization has received relevant to your work in the energy conservation field

Section 6 – Client and Program Success Coverage
• Provide at least three samples of positive media coverage your clients have received as a result of implementing your program

Section 7 – Supplemental Information
• Provide any additional information that may help Organization in its evaluation

Section 8 – Service Agreement
• Include a copy of your company’s proposed service agreement, terms and conditions

Section 9 – Other Information
• In this section, include any additional relevant information that may be helpful in evaluating your proposal.
  o Attachment A: Bid Form
  o Attachment B: Non-Collusion Affidavit
  o Attachment C: Drug-Free Workplace Certificate
  o Attachment D: W-9 Identification Number and Certification
PROPOSAL EVALUATION

Organization is interested in selecting a provider with demonstrated experience and expertise in successfully developing, implementing and administering organizational behavior-based energy conservation programs for complex environments that include an extensive number of facilities or campuses, varying energy consumption groups (students, staff and service providers), varying consumption patterns, multiple stakeholders (leadership and facilities), etc. All Proposals will be evaluated for completeness and the proposer’s ability to meet or exceed RFP specifications, outlined in Exhibit A.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percentage Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of RFP requirements, and Scope of Work</td>
<td>15</td>
</tr>
<tr>
<td>Net Savings and Guarantee</td>
<td>25</td>
</tr>
<tr>
<td>Documented history of meeting/exceeding savings projections through a purely organizational behavior approach</td>
<td>25</td>
</tr>
<tr>
<td>Experience, Expertise, Background and Qualifications</td>
<td>25</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
</tbody>
</table>
## Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing date for RFP Questions</td>
<td>April 9, 2014</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>April 17, 2014</td>
</tr>
<tr>
<td>Proposal Opening</td>
<td>April 17, 2014</td>
</tr>
<tr>
<td>Interview date (if conducted)</td>
<td>April 28, 2014</td>
</tr>
<tr>
<td>Anticipated notice of award</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>Anticipated approval / contract award</td>
<td>May 20, 2014</td>
</tr>
</tbody>
</table>
EXHIBIT A – QUALIFICATIONS, SCOPE OF SERVICES AND FEES

Qualifications

Your proposal certifies that your company:

• Provides services exclusively or primarily for educational organizations, government agencies or similar complex environments.

• Has 10 years or more of experience as a firm delivering organizational behavior-based energy conservation programs and services similar to the services sought by this RFP and that specifically do not depend on or involve improvements and installation of energy efficient lighting, HVAC equipment or computerized controls systems. Has devoted its business exclusively to implementation of behavior-based energy conservation programs

• Is a national provider with similar contracts and clients in at least 30 states

• Is nationally recognized for its work in organizational behavior-based energy conservation

• Provides an energy program that is sustainable for the long term (10+ years) even after the period of full services from the provider are no longer necessary. Must include savings information from at least three 10+-year clients to validate this qualification.

• Bases its M&V on source billing documents, audited for accuracy, rather than stipulated savings

• Has references and case studies that demonstrate the provider’s ability to implement long-term, successful organizational behavior-based energy conservation programs that generated significant savings (20% or more)

Your proposal certifies that measurement and verification (M&V) will be conducted by using an independent third-party measurement and verification (M&V) software company that:

• Has 10 years or more of experience licensing agreements with similar organizations

• Is an EPA ENERGY STAR partner and has received national awards or recognition

• Has provided measurement and verification software to at least 100 similar organizations

• Offers a web-based version of its M&V software

• Adheres to industry standards (specifically including Option C of the IPMVP) for calculating cost avoidance from energy conservation measures

• Provides an interface between its software and EPA’s Portfolio Manager for ENERGY STAR reporting

• Is completely independent of Provider; i.e., no common ownership
Scope of Services and Fees

Successful provider must possess demonstrated ability and expertise to develop, implement, measure and manage a customized behavioral-based energy management and conservation program. Provider shall make recommendations, provide one or more dedicated on-site Energy Specialists, energy conservation program management, training, and subject matter expertise to develop a comprehensive multi-year Energy Conservation Program.

Services

The Provider will make assessments of current energy consumption, building occupancy patterns, equipment run times and settings and staff routines and practices and provide initial and ongoing recommendations on a range of cost effective service delivery options, staffing, processes and procedures that will ultimately produce a sustainable reduction in energy consumption. These recommendations and procedures will include a set of transition initiatives to ensure realized savings exceed program investment costs within twelve months of program implementation.

Scope of Services to be provided shall include, but are not limited to the following:

1. Program Implementation
   a. Implementation of a formalized organizational behavior-based energy conservation program. Proposal shall not include or depend on financing vehicles, installation of mechanically retrofitted devices or of computerized control systems. The program will be funded from our existing utility budget and an initial implementation period will exist where initial costs are deferred or minimized to ensure positive cash flow within a few months of program start. The program goal is 20% + savings.
   b. Proposal shall include an integrated approach to implementing a program that addresses both behavioral changes of occupants and energy users, as well as optimization of existing equipment and control systems. The program will not include installation of automated controls systems or replacement of mechanical equipment or lighting in the facilities. The emphasis of the program should be on changing energy attitudes, procedures, habits and routines.
   c. Provider will provide one or more dedicated on-site personnel (Energy Managers) as part of its fee to manage the organizational behavioral-based energy program. These personnel will be supplemented and supported by engineers and other energy specialists during the term of the agreement. The provider must demonstrate significant expertise in the selection of Energy Managers. Selection of the Energy Managers will be a collaborative process between the provider and Organization.
   d. Provider must conduct initial and follow-up onsite assessments of Organization’s facilities, providing support of a team of specialists, engineers and other experts with collective experience in all aspects of energy management. Provider will deliver substantial savings recommendations specific to the Organization’s facilities on an ongoing basis. All savings recommendations must fall within industry standards and guidelines for thermal comfort, air quality/ventilation, lighting, and safety standards.
2. Measurement and Verification
   a. Provider shall recommend energy tracking software to measure and verify (M&V) an accurate calculation of savings throughout the term of the contract. Organization will maintain the software license directly with the software vendor. Software must be web-based, commercially available, must include a component to calculate cost avoidance, and the software’s formulas used to determine cost avoidance must adhere to the IPMVP protocol for energy conservation measurement and verification.
   b. Proposer shall certify that it has no ownership in the energy tracking software proposed for this project.
   c. The M&V training process must be supported by a Certified Measurement & Verification Professional (CMVP) or an equivalent certified data expert from the Provider’s staff. Energy Manager(s), with the provider’s guidance and support, will build and maintain the energy consumption and other databases that are used to calculate savings in accordance with relevant industry standards. Savings results will be reported by the Energy Manager(s), with the provider’s guidance and support, using the software.

3. Communication and Recognition
   a. Provide support for obtaining initial ENERGY STAR® building certification recognition.
   b. Provide Public Relations and internal communications support for the effective communication of the energy program during all stages of implementation.

4. Ongoing Service
   a. Provide basic ongoing support at no additional cost beyond the end of the contract term. Support may include assessments, replacement of the Energy Managers, additional training of the Energy Manager(s), written materials and no-fee registration at annual conferences. Provider should identify if there are optional fee-based services also available after the contract term.

Fees
1. The program shall be entirely self-funded. Other than fees to license the independent M&V accounting software, there will be no out of pocket startup costs to Organization.
2. The program must provide an initial fee-free ramp up period.
3. All costs must be clearly identified in the proposal, and savings projections must be based on the most current actual expenditures furnished by Organization.
4. The proposed solution must be guaranteed to generate enough savings to pay for itself within the first year of program performance, and for each subsequent year of the contract term.

Savings
At a minimum, a ten-year savings matrix must be provided with the proposal response. All reported savings must be generated from a direct reduction in energy consumption and any additional verifiable cost containment or avoidances resulting from the Program in accordance with current industry-accepted valuation methodology.
The historical data below is intended to assist in calculating and proposing a ten-year projected cost savings to Organization:

Last Year’s Actual Expenditures:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>$967,390</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$227,004</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$246,517</td>
</tr>
</tbody>
</table>

Current Year’s Budgeted Expenditures:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>$1,186,000</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$330,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$268,230</td>
</tr>
</tbody>
</table>

Total full time enrollment/staff: 280

Number of sites/campuses: 2

Total building square footage: KTD: 463,080 sq. ft.; IVC: 213,448 = District Total = **765,963**

Approximate percentage of air conditioned square footage: Approx. 600,000 sq. ft.

Approximate percentage of square footage where HVAC is controlled by energy management microprocessors: Less than half of the square footage is controlled by energy management microprocessors.

Organization does not have a central heating/cooling plant.

Organization does not generate its own power, but has uses a co-gen system for IVC Pool Equipment
ATTACHMENT A: BID FORM

Pricing as outlined in section Bid Conditions, page 4

I/We agree to furnish the services for the prices listed in this Bid Proposal, and if we are the successful firm, will hold these prices firm through delivery.

Bid submitted by:

____________________________________________________
Signature      Date

____________________________________________________
Print Name

____________________________________________________
Print Title

____________________________________________________
Company Name

____________________________________________________
Address

____________________________________________________
E-mail Address

____________________________________________________
Website Address

____________________________________________________
Telephone Number       FAX Number
ATTACHMENT B: NON-COLLUSION AFFIDAVIT

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       (Title)
(Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned
declares, states and certifies that:
1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company,
association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to
put in sham bid, or to refrain from bidding.
4. The bidder 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 bidder, 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 Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person,
corporation, partnership, company, association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

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                                 (Address)

_____________________________________         _____________________________________
Name Printed or Typed                                                (City, County and State)

(______)  ______________________________
(Area Code and Telephone Number)
ATTACHMENT C: DRUG-FREE WORKPLACE CERTIFICATION

I, _______________________________________, am the ___________________________________ of
(Print Name)          (Title)
____________________________________________.  I declare, state, and certify to all of the following.

(CONTRACTOR Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug
   Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of CONTRACTOR that a drug free workplace will be
   provided by CONTRACTOR by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,
      possession or use of a controlled substance is prohibited in CONTRACTOR’s workplace and specifying actions
      which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      (i) The dangers of drug abuse in the workplace;
      (ii) CONTRACTOR's policy of maintaining a drug-free workplace;
      (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
      (iv) The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the
      statement required by subdivision (A), above, and that as a condition of employment by CONTRACTOR in
      connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. CONTRACTOR agrees to fulfill and discharge all of CONTRACTOR’s obligations under the terms and
   requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees
   concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free
   awareness program, and (c) requiring that each employee engaged in the performance of the Work of the
   Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that
   the employee agree to abide by the terms of that statement.

4. CONTRACTOR and I understand that if the District determines that CONTRACTOR has either: (a) made a
   false certification herein, or (b) violated this certification by failing to carry out and to implement the
   requirements of California Government Code §§8355, the Contract awarded herein is subject to termination,
   suspension of payments, or both. CONTRACTOR and I further understand that, should CONTRACTOR violate the
   terms of the Drug-Free Workplace Act of 1990, CONTRACTOR may be subject to debarment in accordance with
   the provisions of California Government Code §8350, et seq.

5. CONTRACTOR and I acknowledge that CONTRACTOR and I are aware of the provisions of California
   Government Code §8350, et seq. and hereby certify that CONTRACTOR and I will adhere to, fulfill, satisfy and
   discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.
I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and
 correct.
Executed at ______________________________ this ____day of __________________, 20____.
   (City and State)

__________________________________                      _________________________________
Signature                  Name (Handwritten or Typed Name)
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/ Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Social security number

OR

Employer Identification number

PART I  TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

PART II  CERTIFICATION

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must check Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

SIGNATURE HERE

Signature of U.S. person

Date

PURPOSE OF FORM

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,