Request for Proposal
#2023

Coast Community College District Lighting Energy Efficiency Project Implementation
I. **NOTICE**

A. **Statement of Proposal**

**NOTICE IS HEREBY GIVEN** that Coast Community College District of Orange County, California, hereinafter referred to as the District, will receive up to, but no later than **November 21st, 2013**, a Statement of Proposal (SOP) from qualified ESCO firms for “Lighting Energy Efficiency Project Implementation” Services, proposing their firm as best qualified to provide above mentioned services.

Interested ESCO firms (VENDORS) should mail or deliver one (1) original Statement of Proposal, as described further herein, and an electronic flash drive copy of the completed SOP in a sealed envelope or box identified as “**RFP #2023 LIGHTING ENERGY EFFICIENCY PROJECT IMPLEMENTATION**” with the Respondent's name and address clearly indicated to:

Coast Community College District  
Attn: Director of Purchasing  
1370 Adams Ave.  
Costa Mesa, CA 92626

Refer to District web site [http://www.cccd.edu/pages/bids.aspx](http://www.cccd.edu/pages/bids.aspx) for RFP documents and requirements.

**Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference will be held on **November 14, 2013**, at 10am, in the District Administration Building, 1370 Adams Avenue, Costa Mesa, CA 92626. This conference will provide an opportunity to discuss and clarify this Request for Proposals (RFP), submission requirements and will include a tour of the sites mentioned in this RFP. Additional information may be provided at the District’s website ([http://www.cccd.edu/pages/bids.aspx](http://www.cccd.edu/pages/bids.aspx)). However, nothing said or represented during this conference shall be deemed to modify the requirements of this RFP unless followed by a written addendum. Individuals attending the mandatory pre-proposal meeting must be employees of the firm responding to this RFP.

VENDORS may submit written questions from **November 6th, 2013, through November 15, 2013**. All communications must be in writing only, submitted by electronic mail, directed to the address and contact person listed below. No oral questions or inquiries of any kind or contact with board members or CCCD staff will be allowed. Written questions received by 5:00 PM on **November 15, 2013** will be answered in writing and returned to all teams by **November 18, 2013**. Anonymity of the source of specific questions will be maintained in the written answers. Written questions received after **5:00 PM, November 15, 2013** will not be accepted. Questions must be submitted in writing, via e-mail, to:

John Eriksen, Director of Purchasing  
jeriksen@mail.cccd.edu

*No telephone calls please*
B. Additional Site Investigation

It is encouraged that respondents conduct all required site investigation during the mandatory pre-proposal conference and site walks.

If a VENDOR needs additional access to the site, submit a written request to CCCD, Director of Purchasing. Access will be provided through November 20, 2013. Arrangements must be made sufficiently in advance of that date in order to be accommodated and to minimize impact on operational and instructional activities. The District will attempt to accommodate, however reserves the right to decline, all such requests.

John Eriksen, Director of Purchasing
jeriksen@mail.cccd.edu

C. Addenda

Written addenda will be e-mailed by close of business on November 18th, 2013, return receipt requested, to each VENDOR. CCCD will not be bound by any oral representations, clarifications, or changes made to this RFP unless provided to all VENDORs in written addenda form.

D. Technical Review

After receipt of the proposals, the CCCD Proposal Evaluation Team shall conduct a review of the proposals. During the Proposal Evaluation, it may become necessary for the Evaluation Team to issue Requests for Clarification to the VENDORS. These requests may be necessary to enable the evaluators to best understand the VENDORS response(s). Requests for Clarification may be in the form of a written request issued by the Evaluation Team.

E. Proposal Interviews

It may also be necessary at the discretion of CCCD to conduct individual interviews with one or more of the VENDORS who submitted proposals. The vendors will be notified of the time and exact location in advance of any interview.

The purpose of this interview is to confirm information provided in Proposals submitted by the Vendors. This will also be another opportunity for Proposal Evaluators to request additional clarifications. In these interviews, the Vendor may expand on the information provided in their proposal, and will respond to questions from the Selection Committee. Each Vendor shall have their proposed project manager, site superintendent and other key personnel assigned to the project as shown on the organizational chart present as the primary representatives during this process.
F. Restrictions on Lobbying and Contacts

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract(s), no person or entity submitting in response to this RFP, 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 this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the CCCD’s Governing Board, selection members, or any member of the Citizens’ Oversight Committee, or with any employee of CCCD except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification.

G. Limitations

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

CCCD reserves the right to reject any or all SOP, to waive any irregularities or informalities not affected by law, to evaluate the SOP submitted, and to award a contract, if any, according to the SOP which best serves the interests of CCCD at a reasonable cost to CCCD.

H. No Discrimination

CCCD hereby notifies all VENDORS that it will affirmatively insure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

END OF SECTION
II. PROJECT OVERVIEW

A. Contract Scope

Coast Community College District (CCCD) is seeking proposals from interested and qualified Energy Services Companies (ESCOs) only, hereinafter referred to as VENDOR, to implement the following Energy Efficiency and Conservation projects for the CCCD:

1. Lighting efficiency upgrade throughout CCCD facilities involving interior LED and/or florescent lighting fixtures and room occupancy sensors. See attached "Exhibit A" for scope of work.

B. Project Cost

It is anticipated that this project will cost approximately $1.5 million, with an approximate breakdown of $1,000,000 for OCC, $300,000 for GWC, and $200,000 for CCC. Funding for this project will consist of utility incentive grant funds and District funds (Proposition 39 of 2012). Only VENDORs who have experience in providing services on projects of this similar size, scope, and complexity will be considered.

Only submissions by qualified VENDORs, recognized by the State of California to execute guaranteed performance contracts, will be considered. Responses from other parties shall not be considered.

C. Schedule

The Lighting Energy Efficiency Project building and Site Improvements shall be completed no later than June 1, 2014. To support this scheduled completion date, the following schedule is established for the VENDORS. CCCD reserves the right to modify this schedule at any time.

REQUEST FOR PROPOSALS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Issue RFP Documents</td>
<td>November 6, 2013</td>
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<tr>
<td><strong>Mandatory</strong> Pre-proposal Conference/Site Walk</td>
<td>November 14, 2013</td>
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<tr>
<td>Question and Answer Period</td>
<td>November 6–15, 2013</td>
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<td>Proposals due</td>
<td>November 21, 2013</td>
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<tr>
<td>Deadline for Recommendation to Board</td>
<td>December 3, 2013</td>
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<td>Board Public hearing and Approval</td>
<td>December 11, 2013</td>
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D. Roles and Responsibilities

The roles and responsibilities of the CCCD and the VENDOR are summarized below and set forth in detail in this RFP.

1. VENDORs Responsibility:

   a. The VENDOR, including VENDOR'S designees, selected for contracting services shall be responsible for the design, procurement and implementation of the lighting energy efficiency
An engineering design where required, and financial analysis of the lighting retrofit for CCCD's facilities shall also be included in the scope of responsibilities. Timely implementation of this project is of the essence. VENDOR shall also be responsible for obtaining all declared rebates from the public utility or any other declared source naming the CCCD as the Payee.

b. VENDOR shall be responsible for the generation of all bid documents and the bid management process for any subcontractors hired by VENDOR for this project.

c. VENDOR understands they are proposing a complete turn-key project, inclusive of all trades and components necessary to provide a quality installation to CCCD standards. VENDOR also understands VENDOR'S proposed costs represent the total cost for all services provided including materials, labor, taxes, delivery, Payment & Performance Bond and any other ancillary charges that may be incurred, including removal and disposal of all replaced components.

d. VENDOR shall be responsible for maintaining a safe work environment for their employees and subcontract employees to OSHA standards at all times. VENDOR shall maintain a clean and orderly jobsite and shall stage all components in order to minimize disruption of College operations.

e. VENDOR shall maintain a sufficient work force and equipment to adequately service the requirements of the CCCD and to remain within approved construction schedules. A qualified supervisor or designated lead person with the ability to communicate with CCCD staff shall be at each work site during all periods in which VENDOR or its designees are providing services.

f. VENDOR shall indemnify and hold harmless the CCCD against all liability and property damage for actions connected to the VENDOR's work for the CCCD.

g. The successful VENDOR shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than $1,000,000 each occurrence, $2,000,000 aggregate, comprehensive automotive liability insurance in amount not less than $1,000,000, and workers' compensation insurance in accordance with the Worker's Compensation Act of the State of California to adequately protect the interests of CCCD for all labor employed by the contractor. In addition, professional liability insurance coverage shall be in force according to the requirements for engineering design work in the State of California.

h. Evidence of insurance shall be presented prior to commencing work. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the
CCCD throughout the duration of the Project.

i. In the event that VENDOR fails to correct a performance deficiency within 48 hours of CCCD notification, excluding weekends, CCCD may, without prejudice to any other remedy, (1) withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss or (2) make good such deficiencies and adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies.

j. All work to be completed off-hours and/or otherwise coordinated with campuses for minimal disruption of programs and services. VENDOR shall also be responsible for coordinating scheduling with the CCCD. VENDOR shall provide a construction schedule acceptable to the CCCD prior to the commencement of any work.

k. VENDOR shall provide the CCCD with its method of assuring the CCCD that it will incur all stipulated savings for each specific project as noted through its engineered energy analysis as documented by the VENDOR on "EXHIBIT B".

l. It is understood and agreed that the VENDOR and its subcontractors shall pay its employees and/or subcontract workers in accordance with the provisions of Section 1770 et seq. of the California Labor Code.

m. It is understood that an energy pre-inspection benchmark and a post-inspection assessment will be independently conducted by Newcomb, Anderson, McCormick in order to verify that the stated performance and effective savings of this project are attained.

2. CCCD will provide:

a. VENDOR access to all facilities covered by the contract.

b. VENDOR access to all required work areas to perform the task.

c. CCCD staff shall be available to VENDOR during normal work hours for consultation and clarification of task assignments.

d. Any hazardous material survey information that affects the VENDORS work.

e. A review of design documents, submittals and construction progress by CCCD staff and Construction Project Management consultants for adherence to contract terms.

f. Progress payments for design and construction.

g. Access to record drawings of existing buildings.
E. Substitutions

The materials, products, systems, sub-systems and components described in the exhibits and CCCD standards shall establish the minimum standards of required performance, function, appearance and quality to be met by each submittal. VENDORS are encouraged to exceed the specified minimum requirements within the approved contract amount and note it as added value. Products that are equal to those shown will be acceptable to CCCD.

Any substitution or exception request must be submitted in writing to CCCD during the formal question and answer period. Failure to make such written request is at the sole and exclusive risk of the VENDOR. Substitutions or exceptions not authorized by CCCD will not be allowed.

Products or workmanship described or included in VENDOR’S proposal which exceed the minimum requirements of these RFP documents are binding on the VENDOR and shall not be eliminated, modified, or substituted for in any way unless specifically approved in writing by the CCCD.

F. Reservation of Rights

This solicitation does not commit CCCD to enter into an agreement, to pay any costs incurred in preparation of any response to this RFP, or to procure or contract for services or supplies. CCCD reserves the right to accept or reject any or all submittals, to enter into a contractual agreement with any qualified VENDOR or agent thereof, and to cancel in part or in its entirety this solicitation if it is most advantageous and in the best interest of CCCD to do so. CCCD reserves the right to require any VENDOR to submit additional design and construction information, technical information or revisions to its submittal as may be needed to ensure the project conforms to all design, program and performance criteria included in this RFP.

**Any proposal submitted by a VENDOR who has not attended the mandatory pre-proposal meeting shall be rejected.**

CCCD reserves the right to reject a submittal if it is not in full and complete compliance with the requirements and formats specified in this RFP, to reject a submittal which omits or fails to complete any portion of the required documents, to reject a submittal which is in any way incomplete or irregular, or to reject a submittal upon evidence of the VENDOR having engaged in any communication, contact, or other activity prohibited by this RFP.

CCCD reserves the right to waive any informality or irregularity in any submittal received, to reject any or all submittals, to re-solicit for submittals, and to accept the submittal which, in its sole judgment, is most advantageous to CCCD and in CCCD’s best interest.

CCCD reserves the right to publicly display any information, proposal or other materials submitted by any VENDOR in response to this RFP. Any language purporting to render all or portions of any proposal confidential or proprietary shall not be binding on CCCD.

END OF SECTION
III. Submission Requirements

A. Modification of Submittal

Prior to the time and date for receipt of proposals, a proposal may be modified upon written notice to CCCD; provided, however, the modified proposal is received by CCCD by the submittal delivery date specified herein. After the specified delivery date, a proposal may not be modified. It is the sole responsibility of the VENDOR to ensure that the modified submittal is received by CCCD no later than the submittal delivery date and time specified herein.

B. Form and Style of Submittal

Submit documents as indicated in this RFP. Any delineation or alteration of forms, material, or figures inserted by the VENDOR must be initialed by the party under whose name and signature the submittal is made. The submittal shall not and may not qualify the requirements of this RFP, including design, performance, and program requirements, in any manner. Failure to provide all required data, forms, and documents may cause the proposal to be rejected by CCCD and result in disqualification of the VENDOR.

1. Cover Letter: The cover letter shall provide a statement accepting the terms of this RFP or noting specific exceptions taken to any of the terms and conditions specified in this RFP. The names, telephone/fax numbers and email address of person(s) authorized to provide any clarification requested. The letter must be in the name of and signed by the legal entity that will execute the VENDOR contract.

2. Table of Contents: Include a detailed table of contents for all sections of the submittal.

3. Background: VENDOR shall submit a description of the firm's organizational structure, history and legal status (i.e., partnership, corporation, etc.). Provide general information on the responding firm, including; name, business address, local telephone number, officers of the firm, and contact person for this project. Indicate the age of the company, number of years in performance contracting, number of guaranteed performance contracts, and the firm's approach to performance contracting. Clearly state VENDOR's qualifications and ability to provide the services specified in this RFP. Also include a complete description of the firm's local branch or office service strength and capabilities. In the cost proposal envelope provide the financial statement for 2012.

4. Experience/References: The VENDOR shall demonstrate experience with and include three (3) references which shall indicate the prior relevant work experience of the prime contractor and major sub-contractors of a type and size similar to the one being proposed on. Provide the references, organization, name, title, phone number and address. References shall be from clients who can verify the type of contract and work performed.
5. **Technical Approach**: Provide a detailed description of how the VENDOR would approach the following:

   a. Indicate the VENDORS approach to verifying the scope of work shown in section II.A.1 and exhibit A contained in this RFP document.
   b. Indicate VENDOR’s approach to projecting the energy savings associated with each energy conservation measure and documenting it in accordance with “EXHIBIT B”. Describe the methodology, formulas, and reporting of energy savings. Describe the processes and tools used to effectively project energy savings.
   c. Describe how your projections are validated by energy provider for rebates and how you ensure that the equipment used on this project meets rebate requirements.
   d. Indicate the VENDOR’s approach to managing the project and sub-contractors.
   e. Describe the measurement and verification (M&V) plan the VENDOR proposes to use for this project and why.

6. **Financial Approach and Savings Guarantee**: Provide a detailed description of how the VENDOR would approach the following:

   a. Provide a copy of the performance guarantee that guarantees the construction cost, energy and cost savings shown in “EXHIBIT E”. List all assumptions made with regard to the guarantee.
   b. What responsibilities would CCCD staff incur once construction is completed and how does the guarantee provisions of the contract affect them?
   c. What restrictions on lighting and schedules will be assumed when projecting the savings and how much flexibility will CCCD have on adjusting these factors in the future.
   d. Provide a list of the potential federal, state, utility and manufacturers rebates that will be sought for this project.

7. **Declaration**: A declaration (Exhibit D) that the VENDOR will guarantee the savings and costs in the time frames shown in the proposal shall be signed and included in the proposal. The declaration also includes that the entire proposal shall be valid for a period of ninety (90) days following the submittal date of the proposals.

8. **Designated Subcontractors**: The VENDOR shall provide a list of Designated Subcontractors.

9. **Litigation**: Indicate any pending, mediated and settled litigation issues and any current litigation issues that the VENDOR and any of the major sub-contractors have had within the past 10 years.

**D. Cost Proposal**

A cost proposal shall be contained in a separate, sealed envelope marked “COST PROPOSAL”
Proposals shall clearly state the cost of all services, including projected savings, paybacks and potential rebates. This information shall be shown on the cost proposal form “EXHIBIT B”

The quality of the products being offered to CCCD is extremely important and must meet CCCD standards. Within the cost proposal provide a list of the manufacturers that are being proposed to be used for major cost items such as lighting types and sensors. The final costs shall include all tasks and components to provide a complete, high quality, and turn-key installation to CCCD Standards. It is assumed CCCD shall bear no further costs for any change orders, oversights, miscalculations, omissions or mistakes. All additional charges shall be borne by the vendor. CCCD will add a 10% contingency to the VENDORS price to address any unforeseen conditions. Approval by CCCD will be required prior to the use of these funds. The balance of the funds will be returned to CCCD after project completion.

Include in the cost proposal evidence that the VENDOR can obtain payment and performance bond for the amount of the contract. Indicate bonding company that the VENDOR may use. Upon notification of award the successful VENDOR will be required to obtain a payment and performance bond for the contract amount.

END OF SECTION
IV. EVALUATION AND AWARD

A. Selection Committee Members

A Selection Committee will be appointed with responsibility to review submittals and select the VENDOR to be awarded the contract for each college.

B. Presentation to Selection Committee

One or more VENDORS may be given an opportunity to present its Proposal to the selection committee if the selection committee feels it is necessary for clarification of proposals. The presentation should address issues such as:

C. Basis for Selection

The Selection Committee will rank/score each Proposal based upon the criteria established in these RFP documents. The following two primary areas of evaluation will be considered – each of equal importance.

1. Qualifications and Methodology
   (Percentage of Total Score - 50 %)
   The manner in which the VENDOR has structured its team to deliver the project in an effective, efficient and collaborative manner and the methods used to implement the project.

2. Financial Approach, Savings Guarantee and Best Value:
   (Percentage of Total Score - 50 %)
   The cost of construction of the project, energy, operational and maintenance savings as well as payback in years will be scored. The degree to which the VENDOR provides operational, functional, sustainability and schedule enhancements as described in these RFP documents will also be scored.

CCCD will total the scores for Qualifications and Methodology and Financial Approach, Savings Guarantee and Best Value as noted above, and rank them sequentially in order of highest to least points. The proposal with the highest number of points shall represent the most advantageous proposal to CCCD. CCCD may interview one or more proposers to clarify the written proposals. The award of the contract shall be made to the VENDOR whose proposal is determined, to be the most advantageous.

It is not necessarily CCCD’s intent to obtain the lowest possible cost, but rather the best possible value. CCCD will make its selection after assessing the quality of the proposed products, services and lifecycle savings as well as the cost of the products and services. The District reserves the right to utilize California Government Code Section 4217.10-4217.18.
The results of CCCD evaluation and ranking of the VENDOR Technical and Cost Proposals will be final.

END OF SECTION
V. CONTRACT NEGOTIATIONS

A. Contract Execution

Immediately following selection of the highest ranked VENDOR, representatives of CCCD and the VENDOR will meet to review and finalize contract terms and conditions. The VENDOR contract will be executed within a thirty (30) day period following award of the contract. In the event CCCD is unable for any reason to enter into a contract with the selected VENDOR within this period, CCCD reserves the right to terminate discussions with the otherwise successful VENDOR and, at CCCD’s sole option, to enter into an agreement with the next best qualified VENDOR as determined by the Selection Committee. All required insurance certificates, endorsements, and payment and performance bonds, and any other requirements of the Public Contract Code must be submitted to and approved by CCCD before CCCD will execute the contract.

B. Submittal Review

These RFP documents and Addenda will become part of the contract executed with the successful VENDOR and will take priority over anything to the contrary included, whether directly or indirectly, in the submittal of the VENDOR. The basis for contract award and CCCD’s review of subsequent design and construction activities for conformity will be this RFP. CCCD will meet with the VENDOR as required during the contract execution phase, and during design completion to discuss and review in detail the VENDORS design solutions and proposed enhancements for the purpose of confirming they meet the RFP documents and which provides the highest possible level of functional, program and performance utility.

During the contract execution phase, the selected VENDOR may be required to provide CCCD with additional Documentation and clarification of its proposal, at no additional cost to CCCD. This proposal review period will continue for at least thirty (30) days following selection of the VENDOR to be awarded the contract.

C. Compensation Schedule

During negotiations a detailed milestone construction schedule shall be developed. Once accepted by CCCD the milestone schedule shall be the basis of compensation to the VENDOR. Invoices shall be submitted monthly based upon % complete of each milestone.

END OF SECTION
EXHIBIT A

Lighting Scope of Work

See lighting detail worksheets for Orange Coast College, Golden West College, and Coastline College identifying all fixtures to be changed or retrofitted. It shall be VENDOR’s responsibility to provide and install all fixtures to the highest standard. VENDOR shall remove and dispose of all fixtures and debris generated by the installation. The scope of work requires a complete turn-key installation including planning, design, and installation. Lighting Line by Line spreadsheets can be found in the Bid Documents section of the Purchasing webpage (http://www.cccd.edu/pages/bids/aspx ) associated with RFP 2023.

A C-10 license is required for this project.
EXHIBIT B

COST PROPOSAL FORM

1. Project Description

VENDOR shall provide a detailed description of each individual project listed below and include it in the cost proposal envelope. It shall be the burden of the vendor to conduct coordinated site visits to thoroughly describe the scope of work, construction schedules, proposed products to be utilized and any information which will validate the efficient implementation of a complete, turn-key project installed to CCCD standards. To maintain quality components, all components being replaced shall be like for like or equal and from Tier 1 companies such as Sylvania, Philips, etc.

VENDOR shall utilize the attached Cost Proposal Form to document proposed annual energy savings, projected annual savings in $, project costs, rebates, net project costs and project payback in years.

All costs shall be itemized per campus. Projects will be awarded for each individual campus. Specific and/or backup documentation is not required but may be attached to Exhibit B.
### Project Cost Worksheet:

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<th>ECM Description</th>
<th>Location</th>
<th>Gross Project Cost</th>
<th>Utility Incentives</th>
<th>Net Project Cost</th>
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### Project Payback Worksheet:

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<th>Annual Energy Savings ($)</th>
<th>Simple Payback (Yrs.)</th>
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EXHIBIT C

I. DECLARATION

VENDOR acknowledges that they have read the enclosed Request for Proposal (RFP) for the acquisition of a qualified ESCO to provide complete implementation of specified projects in its entirety, has addressed all issues pertaining to this RFP to the VENDOR’S satisfaction, acknowledges VENDOR’S ability to conform to all conditions of this RFP, that all information submitted in this proposal is current and true, and that the undersigned is an authorized representative of the proposing firm. VENDOR also agrees that the proposal is valid for 90 days from the due date of the proposal.

Name of Proposer/Contractor (Person, Firm, or Corporation)

__________________________
Signature of Proposer/Contractor's Authorized Representative

__________________________
Printed Name & Title of Authorized Representative and date signed