REQUEST FOR PROPOSALS

November 11, 2019

For Guaranteed Energy Savings Contracting Services

Dauphin Island Sea Lab

PROPOSALS DUE ON OR BEFORE 4 PM, December 10, 2019

Contact:
Mr. David England
Director of Finance & Administration
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Dauphin Island, AL 36528
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REQUEST FOR PROPOSALS
For
Guaranteed Energy Savings Contract Services

1. INTRODUCTION

Dauphin Island Sea Lab (DISL) is located on the eastern end of Dauphin Island, a 17-mile long barrier island approximately three miles from the mainland and thirty-five miles south of Mobile, Alabama. It is surrounded by Mobile Bay, Mississippi Sound and the Gulf of Mexico. The 35-acre campus is bordered by Mobile Bay to the north and the Gulf of Mexico to the south. The campus consists of 39 buildings including instructional buildings; family style houses for visiting scientists and faculty; and research laboratory buildings. The overall condition of the facilities is good given the harsh environment. The age of the facilities ranges from the early 1940s and 1950s when it was a military base, to the Shelby Center which was built with a LEED Gold Certification in 2011.

Based on age and conditions, DISL recognizes the need for improvements with respect to some of the existing HVAC, controls, interior and exterior lighting, plumbing, electrical and other relevant buildings systems and infrastructure. DISL further recognizes the opportunity to improve operational efficiency of various building systems through capital and operational improvements to generate utility and operational cost savings that can be leveraged to implement various improvements.

2. BACKGROUND

DISL is seeking proposals from experienced Department of Energy (DOE) Qualified Energy Services Companies (ESCOs) to develop Guaranteed Energy Savings Contract(s) to implement potential energy/utility/operational cost saving measures and related facility improvement measures.

DISL is considering procurement of ESCO services primarily to construct and commission various energy and water cost savings measures, and related facility improvements (measures), in order to reduce utility and operating costs while addressing various facility infrastructure needs.

The intent of this document is to determine the cost of ESCO’s services to provide energy conservation and related facility improvement services to the DISL. Completing and submitting the data requested in this RFP should provide the required information needed to evaluate and identify suitable ESCO(s) as potential partner(s) to achieve DISL’s energy efficiency and infrastructure goals at the appropriate time.

3. CONSIDERATIONS

ESCOs (Proposers) need to note the below items that describe some of DISL’s requirements and intent with respect development and execution of a potential guaranteed energy savings contract.

a. Scope for a potential guaranteed energy savings contract would primarily be from a list of measures that have been identified by DISL. DISL is interested in ESCO’s for the identification, engineering, design, installation, training, maintenance and financing of approved Energy Conservation Measures (ECM) for all its facilities. DISL has the option to contract all or some of the services listed above.

b. FINANCING – DISL intends to approach financing for guaranteed energy savings contract(s) in one of the two ways described below:
i. Selected ESCO obtains financing directly as the borrower or finances it using ESCO’s internal funds at interest rates and financing fees comparable to interest rates and fees that DISL would expect when procured directly by allowing DISL to enter into an installment agreement(s) with the selected ESCO to pay the ESCO (not a 3rd party) over a contract term not to exceed twenty (20) years.

If this approach is pursued, DISL will require ESCO(s) to obtain financing through a competitive process and provide copies of financing proposals obtained. DISL reserves the right to reject all the financing proposals and pursue an alternative financing approach described in item ii. below.

ii. DISL procures necessary financing from a 3rd party directly through a competitive process that is best suited for DISL’s needs and practices. Selected ESCO will not be required to secure or assist on behalf of DISL. No fees or costs associated with financing will be included in ESCO’s contract pricing.

c. ESCO’s may propose alternate financing and contract structures that are consistent with the intent of this Request for Proposals (RFP) especially with respect to guaranteed utility savings.

d. DEVELOPMENT & IMPLEMENTATION STEPS — DISL expects the overall process to be as follows:

   i. DISL completes the proposal review and selection process.

   ii. Selected ESCO and DISL negotiate acceptable general terms and conditions of an Energy Services Agreement as described in Paragraph 4 below.

   iii. DISL authorizes ESCO, based on fee proposed in response to this RFP, to proceed with and complete an Investment Grade Audit (IGA). ESCO completes IGA and submits a report.

   iv. DISL approves all or part(s) of the scope of work developed under IGA for design and competitive pricing development. DISL authorizes ESCO, based on the fee proposed in response to this RFP, to develop a detailed design and pricing. ESCO develops a detailed design for pricing and obtains competitive pricing for each measure as per this RFP requirements.

   v. ESCO submits a Guaranteed Energy Savings proposal with detailed cost breakdown of all proposed work including proposed fees for all performance period services and cost of IGA and design/pricing development. This proposal shall include details of proposed financing structure and associated fees / interest rates.

   vi. DISL reserves the right to terminate the process after any step mentioned above if deemed in the best interest of DISL. DISL would be responsible to compensate the ESCO based on authorized and incurred costs to the point of termination only.

4. DEVELOPMENT OF ENERGY SERVICES AGREEMENT

Upon selection of the ESCO(s), DISL intends to negotiate acceptable general terms and conditions of an Energy Services Agreement consistent with the intent and spirit of this RFP. However, DISL reserves the right to terminate negotiations if an acceptable general terms and conditions of an Energy Services Agreement(s) cannot be negotiated within ninety (90) calendar days with an initially selected ESCO(s) and to pursue a different ESCO. Acceptable general terms and conditions of an Energy Services Agreement will be necessary before the DISL-commits to incurring any costs towards development of a Guaranteed Energy
Savings Contract Proposal.

Selection of ESCO(s) by DISL and negotiation of acceptable Energy Services Agreement does NOT guarantee award of Guaranteed Energy Savings Contract(s).

5. **SCOPE OF SERVICES & ESCO’s EXPERIENCE**

   a. List of potential energy/water cost savings measures and related facility improvements that are being considered by DISL is included in Attachment 1 – “Scope of Services.” DISL may elect to implement some or all these measures outside of a potential guaranteed energy savings contract.

   b. **NOTE:** Interested ESCO(s) need to review Attachment 1, before submitting a proposal, for additional requirements with respect to DISL’s anticipated approach to implementation of potential measures.

   c. DISL is seeking ESCO(s) with experience in providing services in development and implementation of measures that are like the ones listed in Attachment 1 – “Scope of Services.”

   d. ESCO(s) is/are required to provide in the proposal the: name, title, and contact information for **three (3) similar and/or large (construction value of similar size) energy savings project references** familiar with the ESCO’s business organization, finances and operational style. Provide a very brief description of the services provided for each reference.

   e. ESCO(s) need to provide in the proposal the name, title, and contact information for **three (3) other references** familiar with the firm’s business organization, finances and operational style.

6. **SITE WALK-THROUGH**

DISL will conduct site visits for interested ESCOs. Site visits are not mandatory to submit a proposal in response to this RFP. DISL staff will guide the visitors through selected and relevant mechanical and conditioned spaces to provide ESCOs preliminary impression of existing systems and conditions.

A site visit can be arranged by contact Troy McBride at 251-861-2141 Ext. 7561 or temcbride@disl.org

**The last day for a site visit will be December 4, 2019.**

7. **COST OF ESCO’s SERVICES**

DISL prefers an “Open Book Policy” in reference to all costs of various potential measures. DISL also has a preference to competitively procure pricing for construction of individual measures. For this reason, ESCOs need to complete and submit all price schedules referenced in Attachment 2 – Cost of Services Methodology as a part of ESCO’s proposal in response to this RFP.

The ESCO’s cost of services is not the only criteria for the DISL choosing an ESCO but for the ESCO to be chosen, cost of services will need to be shown to be competitive with other ESCOs. If a firm chooses not to submit this attachment, DISL will exclude this firm from consideration regarding this RFP.
8. ADDITIONAL REQUIRED INFORMATION

The following should also be addressed in ESCO’s proposals.

a. Quality Assurance & Safety - Explain ESCO’s quality control and safety processes / procedures. At a minimum, please describe:
   i. The corrective measures proposed to deal with quality control and safety issues. How will DISL be notified of such problems?
   ii. The specific quality control plan, including criteria to judge auditor performance, design engineering performance, construction management performance, commissioning performance, etc.

b. Financial / Bonding – Please provide ESCO’s bonding capabilities at the bottom of Attachment 2

c. ESCO’s Submission Statement – ESCO(s) must complete and include Attachment 3 – ESCO’s Submission Statement.

9. PROPOSAL SUBMITTAL CHECKLIST / PROPOSAL FORMAT

Ensure that ESCO’s proposals includes all the following in the order listed in addition to any other information an ESCO may opt to present in its proposal:

- Contact name, email address, phone number and mailing address for a primary point of contact of ESCO regarding this RFP.
- Detailed ESCO(s) Experience & Services
- References – Three relevant references (with a description of services provided)
- References – Three other references
- Financial / Bonding capabilities of your ESCO
- ESCO’s Quality Assurance and Safety information
- Completed Price Schedules Referenced in Attachment 2 – ESCO Cost of Services
- Signed Attachment 3 – Firm’s Submission Statement

10. EVALUATION CRITERIA

DISL intends to procure ESCO services based on cost-effectiveness, while adhering to technical innovation, high quality, accuracy and other relevant industry standards. Proposals will be evaluated on pricing, experience, past client references, proposed quality assurance and safety programs, the financial stability of the firm, proposed financial structure and the compliance with insurance, bonding, and other relevant factors.

DISL may interview the shortlisted ESCO teams for further evaluation.

DISL will evaluate proposals based on firm’s original submittal. No proposal or revised proposal will be accepted following the proposal submission due date and time.

**DISL reserves the right to reject any or all submissions and to waive informalities and minor irregularities in proposal submissions received and to accept any proposal submissions if deemed in the best interest of DISL to do so.**
DISL will notify the ESCO(s) of its acceptance of a proposal by e-mail notice.

11. LIMITATIONS

This RFP or ESCO’s submission of a proposal, in response to this RFP, do not commit DISL to enter into a contract or an energy services agreement, to reimburse any costs incurred in the preparation of the proposal, to procure or contract for services and or supplies. DISL reserves the right to accept or reject any or all proposals received, or to cancel this RFP in part or in its entirety, if in doing so is in the best interest of DISL.

12. CLARIFICATIONS

Any questions about this RFP shall be submitted in writing via email to dengland@disl.edu on or before 5:00 PM on Tuesday, November 26, 2019. DISL will provide responses to written questions in writing on or before December 3, 2019. Any comments made or questions answered by DISL staff or any of DISL representatives during site visits cannot be considered as an official response from DISL. Only the information provided in this RFP and clarifications provided in writing shall be considered as official communication from DISL with respect to this RFP.

13. SUBMITTAL

- ESCOs shall submit proposals via email in pdf format to Mr. David England at dengland@disl.edu. Proposal shall be submitted as one (1) file.

14. SCHEDULE

<table>
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<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Site Visits</td>
<td>8:00 AM to 12:00 PM (CDT) M-F by appointment</td>
</tr>
<tr>
<td>Deadline for Request for Clarifications</td>
<td>5:00 PM (CDT), Tuesday November 26, 2019</td>
</tr>
<tr>
<td>Target Date to Issue Responses to Questions</td>
<td>Tuesday December 3, 2019</td>
</tr>
<tr>
<td>Deadline for Proposal Submission</td>
<td>4:00 PM (CDT), Tuesday December 10, 2019</td>
</tr>
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</table>
Attachment 1 – Scope of Services

SECTION A - GENERAL DESCRIPTION OF ENERGY COST SAVINGS & FACILITY IMPROVEMENT MEASURES TO BE CONSIDERED FOR GUARANTEED ENERGY SAVINGS CONTRACT SERVICES

DISL has identified energy/water cost savings and facility improvement measures. These measures, if implemented, will significantly reduce utility and operating costs while improving the reliability of various mechanical and electrical systems. Furthermore, most of these measures will provide a long-term solution for DISL’s infrastructure needs.

DISL anticipates that the utility and operating savings to be achieved from the implementation of all or a combination of the measures listed under this scope may be sufficient to result in a utility and operational cost savings stream over a 20-year period greater than the cost of implementation of the measures, including the financing of such measures as provided under this scope.

DISL anticipates potential modifications to identified measures in terms of strategies, scope of work and/or additional measures during project development by selected ESCO(s). However, ESCO’s proposal in response to this RFP shall be based on measures and scope described in this attachment only.

SECTION B - PROJECT REQUIREMENTS

B.1 General Requirements/Project Scope

Selected ESCO(s) will be required to develop the project including investment grade audit for review and approval by DISL and design/specifications for approved measures as needed. Design documents developed by ESCO(s) will have to be approved by DISL before bidding. ESCO(s) will provide all the bid process management services and project manage the subcontractors implementing the measures. It should be noted that DISL will contract with the ESCO(s) for all the services to be performed; however, the ESCO will be required to bid out ALL of the labor and materials, together or separately as to minimize costs, required for the actual construction of each individual measure.

B.2 Major Energy/Water Cost Savings & Facility Improvement Measures (Measures)

For this RFP/Q, the DISL is interested in Energy Services Companies for the identification, engineering, design, installation, training, maintenance, and financing of approved ECM’s for all its facilities. DISL has the option to contract all or some of the services listed below.

List of Possible Energy/Water Cost Savings & Facility Improvement Measures:

- Challenger Dormitory - Lighting and HVAC Systems
- Beagle Dormitory - Lighting and HVAC Systems
- Albatross Hall - Lighting and HVAC Systems
- Estuarium - Lighting, HVAC and various pumps
- Marine Science Hall - Lighting and HVAC Systems
- Shelby Hall - building controls
- Horizon Hall - Lighting and HVAC Systems
- Cafeteria - HVAC Systems
Administration Building - Lighting and HVAC System
Exterior Lighting

Any other ECMs proposed by the ESCO will also be considered. All ECMs considered shall be proven, commercially available and result in verifiable energy savings.

B.3 Typical Project Procedure:

Investment Grade Audit

After selection of qualified ESCO, DISL may approve the selected ESCO to proceed with an investment grade audit (IGA) of DISL as proposed in the response to this RFP. ESCO will develop detailed utility and costs savings analysis and scopes of work for various measures that are listed in this RFP including any additional measures that ESCO identifies during IGA. DISL will finalize the scope for further development in terms of design and pricing.

Detailed Design, Pricing/Bidding, & Guaranteed Energy Savings Contract Proposal,

Upon receipt and review of IGA report, DISL may request the ESCO(s) to submit a detailed price proposal to develop design and procure pricing/bids based on measures/scope identified and approved by DISL and in accordance with ESCO’s proposal. DISL may negotiate these costs and, if satisfactory proposal costs are not negotiated, reserves the right not to enter into any agreements for development of project. Once DISL approves a negotiated design development proposal, DISL will may enter into an agreement for development of a Guaranteed Energy Savings Contract Proposal along with design and pricing for review and approval. Upon the signed agreement, the ESCO shall then begin developing the measures showing the total costs of implementation, including all technical and cost aspects of the work as detailed therein. ESCO’s proposal shall, at a minimum, include and/or address the following:

Technical Factors:

(a) Design drawings, if applicable.
(b) Equipment to be removed or replaced, new equipment to be installed.
(c) Specifications, including catalog cuts, for new equipment.
(d) Operation and Maintenance procedures required that will be provided as a part of the proposal implementation (if significantly altered by proposal).
(e) Training – Description of the training related to proper operation and maintenance of ECMs to be provided for DISL personnel.
(f) Support Required – DISL support (e.g. minor changes in operations, movement of equipment, etc.) required during implementation of the contract.
(g) Utility Interruptions – Utility interruptions needed for implementation of each measure (gas, electricity, water, etc.), extent (room number, entire building, etc.), and duration.
(h) Environmental Protection - Identification of potential adverse environmental effects.
(i) Environmental Compliance Documentation / Disposal requirements.
(j) Estimated Construction Schedule in calendar days, showing significant milestones.
(k) Estimated equipment life.
(l) DISL approved method of verification of energy savings after installation.
Cost Factors:

(a) Estimated annual additional operation/maintenance costs
(b) Total Implementation Cost to DISL (Bid Prices and, if applicable, interest rate/Cost of Capital).
(c) Provide DISL with a copy of every subcontractors bid/quote received for each measure or each major part of the scope.
(d) The cost of each measure shall be broken down to show subcontractor cost (labor and material with unit costs for “Major Components and Systems” shown separately).

Implementation of the Guaranteed Energy Savings Contract:

After reviewing the final proposal, DISL may elect to request the ESCO to proceed with the implementation of selected measures. **DISL reserves the right to implement any or combination of measures separately from a Guaranteed Energy Savings Contract proposed by the selected ESCO.** DISL, with the assistance of the ESCO, will then finalize and secure guaranteed energy savings contract(s) including necessary financing contract(s). Upon executing necessary contracts for energy services ESCO shall, at a minimum, provide the following services:

(a) The guaranteed energy cost savings contract shall include a written guarantee of the ESCO that either the energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures within the lesser of twenty (20) years or the average useful life of the energy cost savings measures. The ESCO shall reimburse DISL for the shortfall of guaranteed energy cost savings on an annual basis. The guaranteed energy cost savings contract may provide for payments over a period time does not exceed the lesser of twenty (20) years or the average useful life of the energy cost savings measures.

(b) Provide all Project / Construction Management Services. The ESCO shall hire all the subcontractors and perform work in accordance with the negotiated contracts and shall arrange on-site work to minimize interference with normal operations. The ESCO’s construction manager will be on site daily to oversee installation. Additional construction responsibilities include, but are not limited to, the following:

   a. Prior to Construction the ESCO is to provide DISL the following for their approval:
      i. Construction Schedule
      ii. Quality Control Plan
      iii. Safety Plan

   b. ESCO is to keep DISL updated on the progress of the project as well as an update on the near-term construction schedule.

   c. ESCO is to provide As-Built Drawings - Within forty-five (45) calendar days after acceptance of each installed measure, the ESCO shall submit as-built drawings to the DISL designated representative (one electronic copy in latest AutoCAD format and three hardcopies). Additional time will be allowed for submittal of as-built drawings for significantly large projects as stipulated in specific contracts.

   d. Utility Interruptions - All utility interruptions shall be made outside occupied periods whenever possible and coordinated with the designated DISL representative. The ESCO shall endeavor to keep the duration of interruptions to a minimum.
e. **Standardize Materials** - All materials proposed to be installed by contracts negotiated under this agreement shall be readily, commercially available and as similar in form, fit and function to each other as is practicable to allow efficient provisioning of replacement parts.

f. **Construction Plans/Drawings** - Per the requirements of individual measures, the ESCO or DISL shall provide construction plans, certified by a registered engineer or architect, as applicable, to assure compliance with all applicable Federal, State and local codes and regulations.

g. **Applicable Building Codes and Standards** - All work shall meet or exceed all latest applicable codes and regulations adopted by Town of Dauphin Island and Mobile County Alabama.

(c) **Provide Operations and Maintenance Instructions / Manuals** - At the time of final DISL’s acceptance of each installed measure, the ESCO shall furnish Operation and Maintenance Manuals and recommended spare parts lists identifying components adequate for competitive supply procurement for operation and maintenance of accepted measure. The operation and maintenance manuals shall include maintenance schedules for all equipment.

(d) **Provide Personnel Training** - Prior to final acceptance of each measure, the ESCO shall train DISL personnel as required, to operate, maintain, and repair installed equipment and systems, in emergency or as required in the contract.

(e) **Provide Performance Assurance (M&V)** – If and as required by DISL, the ESCO shall provide the necessary performance measurements to assure that estimated savings are verified.

(f) **Inspection/Acceptance** - The inspection of measures for acceptance shall be a joint endeavor of DISL and the ESCO. Inspections will be conducted simultaneously, when possible, by all party representatives to facilitate mutual agreement on satisfactory contractual performance. The ESCO is solely responsible for contract performance and therefore shall provide quality control in accordance with its approved Quality Control Plan to ensure contract compliance and energy conservation performance. The work will be accepted by written notification from the designated DISL representative when all work is completed in accordance with all contractual requirements.

(g) **Warranty of Service** – The ESCO warrants that all work performed shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this agreement and all resulting contracts for at least one (1) year.

(h) **Manufacturers’ Warranties** - The ESCO shall provide copies of all manufacturers’ warranties of equipment upon installation. If the equipment fails after acceptance while it is still covered under the manufacturer’s warranty, as a result of a manufacturer’s defect, then the ESCO shall communicate and negotiate with the said manufacturer to resolve the issue during the first year after installation. Any equipment that fails more than one year after acceptance from the contractor will be the responsibility of DISL.
**Attachment 2 – Cost of Services Methodology**

One factor that will be used in selecting an ESCO partner will be cost of services. For these costs to be compared, the ESCO must be willing to be paid based **on a percent of the accepted bids for the measures that are installed**. A sample of this “Cost of Services Methodology” is shown below:

1. Assume DISL chooses three (3) measures from the scope included in Attachment 1.

2. DISL and ESCO negotiate costs to develop the design and develop a Guaranteed Energy Savings Contract Proposal that includes necessary bids. Let’s assume that cost is $50,000.

3. The ESCO develops the design and provides three bids for each of the three ECMs
   
   Assume the accepted Bids are as follows:
   
   - Measure 1 - $200,000
   - Measure 2 - $300,000
   - Measure 3 - $500,000
   - Total Price - $1,000,000

4. DISL will secure financing as per one of the two (2) options described in Paragraph 3.d.

5. If ESCO listed 25%, ESCO will be paid $1,300,000 (this includes the price of the design development).

6. Above is valid for contracts that will be financed by DISL. If ESCO finances the projects and DISL pays the ESCO through an installment agreement, payment(s) will include debt service.

7. In response to this RFP the ESCO will need to provide DISL the fees for their services. It is understood that these fees, if provided as a percentage of the cost of the accepted bids for construction, will vary based on the size of the project. For this reason, the ESCO is asked to complete a schedule (a sample is shown below) for the ESCO’s “Cost of Services” for contracts ranging in price of $500,000 to $5 million in accepted construction costs.

**SAMPLE “ESCO’s COST OF SERVICES” SCHEDULE**

<table>
<thead>
<tr>
<th>Total Contract Price Range (construction costs before financing)</th>
<th>ESCO’s Cost of Services (to be completed ESCOs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500,000</td>
<td>20 %</td>
</tr>
<tr>
<td>$500,000 – $1 million</td>
<td>18 %</td>
</tr>
<tr>
<td>$1 million – $2.5 million</td>
<td>15 %</td>
</tr>
<tr>
<td>$2.5 million – $5 million</td>
<td>14 %</td>
</tr>
</tbody>
</table>

**NOTES & CLARIFICATIONS:**

1. The contract price ranges shown above is only meant to be an example. The ESCO should break their fees down by whatever contract price range that is preferred by the ESCO.

2. “ESCO’s Cost of Services” represents the cost for services provided by the ESCO for this project based on information included in the RFP. This may include costs associated with project/construction management, construction contingencies, overhead and profit, markups, etc.
3. Do NOT include costs associated with i) design development or ii) anticipated M&V or iii) Guaranteed Energy Savings Proposal development or iv) anticipated planned services during contract period. These costs to be identified and negotiated separately based on contract needs.

4. Commissioning costs, if any, to be included in construction costs which are to be obtained through bidding.
Attachment 3 – ESCO’s Submission Statement

The following form must be completed and included in each ESCO’s proposal:

The undersigned firm hereby offers to perform the services as described in this RFP dated November 01, 2019 prepared by Dauphin Island Sea Lab (DISL), in accordance with the Proposal attached hereto. This Proposal offer is firm and shall remain in effect for a period of one (1) year after receipt thereof by DISL.

In connection with such offer, the undersigned represents and warrants to DISL that it has carefully and thoroughly reviewed the entire RFP and that it possesses the experience, skills and abilities necessary to perform the services bid on in accordance with specifications in the RFP.

_________________________  ____________________________
Name of Firm  Signature
(Print or type)

_________________________  ____________________________
Name of Signatory  Position with Company
(Print or type)  (Print or type)

Date__________