



San Juan Unified School District

Business Support Services

5133 Engle Road, Carmichael, California 95608
P.O. Box 477, Carmichael, California 95609-0477
Telephone (916) 971-5340; FAX (916) 971-7749

Kent Kern, Superintendent of Schools

RFP xx-xxx

RFP Title

PROPOSAL DUE DATE

Proposals must be submitted by
the ____ **day of** ____, 20__

SUBMIT RESPONSE TO

SAN JUAN UNIFIED SCHOOL DISTRICT
ATTN: Lynne O'Brien, Procurement Supervisor
5133 Engle Road
Carmichael, CA 95608
Phone: (916) 971-5340



Contents

Notice to Responders	3
Questions.....	3
Due Date	3
Purpose.....	4
About the District	4
General	4
Minimum Requirements.....	5
Description of Services	5
Submission Requirements	6
District’s Evaluation / Selection Process.....	8
Formation of Contract	9
Terms and Conditions.....	10
Bid Form	14
Contractor Certification.....	15
List of Employees Who May Come in Contact with Students	16
Non-Collusion Declaration.....	17



Notice to Responders

NOTICE IS HEREBY GIVEN that SAN JUAN UNIFIED SCHOOL DISTRICT, acting by and through its Board of Education, hereinafter referred to as the District will receive up to, but no later than November 4, 2014 9:00 a.m. sealed RFPs from qualified proposer's for the award of contracts for the following:

RFP 15-1112

RFP Title

Questions

All questions regarding this RFP are due on or before October 20, 2014 at 5:00 p.m. via email to: lobrien@sanjuan.edu with the subject line of "RFP xx-xxx questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website October 24, 2014 on or before 5:00 p.m. It is the responsibility of the prospective vendor to check the website www.sanjuan.edu/RFPs for updates or addenda.

Due Date

RFPs are due at the Purchasing office for time and date stamping on or before 9:00 a.m. November 4, 2014. Five bound original, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked RFP xx-xxx to **San Juan Unified School District, Business Support Services, 5133 Engle Road Carmichael, CA 95608**. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received and time and date stamped in the Purchasing office by the above due date and time. Sole responsibility rests with the proposer to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All proposers' must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

San Juan Unified School District reserve the right to reject any and all RFPs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the District, is in the best interest of the San Juan Unified School District.



No respondent may withdraw their RFP for a period of ninety (90) days after the date set for the opening.

San Juan Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby proposals are evaluated and awarded.

Purpose

The San Juan Unified School District ("District") is seeking Statements of Qualifications with Proposal ("Responses") from interested, independent, established, and experienced Firms ("Firm") to perform XXXXX. The selection for services for this RFP will be qualification based for best value.

About the District

The District is located in unincorporated Sacramento County, the City of Citrus Heights, and part of the Cities of Folsom and Sacramento. The District covers 85 square miles and operates forty-two elementary schools, eight middle schools, nine high schools, 15 alternative schools and nine other district facilities. The District serves approximately 40,085 K-12 students each year. In addition, the District operates dependent and independent charter schools that are housed in non-district facilities and operates a receiving home. More information about the District and its facilities can be found on the District's website at www.sanjuan.edu.

General

The District intends to use the responses to this RFP to assist in the possible selection of one or more Firms for the District's potential energy projects. The District will evaluate each Firm based on the information set forth in the Responses submitted, together with other information available to the District from any other sources. The District will, at its own discretion, select one or more Firms after receipt of Responses; the District also reserves the right to not select any Firm. The District may also request that one or more Firms participate in an interview process or the District may implement a combination of these and/or other methods for selection. This RFP is solely a solicitation for Responses. Neither this RFP, nor any Response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any Firm; (ii) create any obligation for District to enter into a contract with any Firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.



If the District selects a Firm for District's potential energy projects, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Firm and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

The selected Firm will not be permitted to perform inspections, or construction work as a general contractor or subcontractor, and shall not be allowed to self-perform any trade work, nor contract with affiliates to perform such work.

Minimum Requirements

- 1.1 The District intends to contract with a Firm that has the following mandatory minimum qualifications:
 - A. Experience in the successful analysis and development of energy efficiency measures including: benchmarking, auditing, savings calculations, project cost estimating, strategic planning, program management, project management, construction management, commissioning, training, and energy management for California K-12 public school districts.
 - B. Knowledge and understanding of the California Energy Commission's (CEC) Proposition 39: California Clean Energy Jobs Act - 2013 Program Implementation Guidelines and all applicable California Building Codes including current Title 24 Energy Code, CAL Green, Title 5, and Field Act.
 - C. Extensive experience with the Division of the State Architect (DSA), Office of Public School Construction (OPSC), and the California Department of Education (CDE).
 - D. Experience in securing all available services, grants, incentives, and financing available through Federal, State, local, and utility company programs.
 - E. Experience planning and implementing Program Implementation Plans for California K-12 public school districts including, scope, schedule and budget for concurrent projects on multiple sites with multiple funding sources over multiple years.
 - F. Proven ability to successfully plan and deliver projects for California K-12 public school districts on schedule and within budget.
 - G. Free from conflicts of interest arising from financial or other personal relationships with the District and potential suppliers, constructors, financiers, or owners of related projects or products.

Description of Services

The District intends to engage a qualified Firm to perform all of the necessary Proposition 39 "energy planning activities" and related services. These Services include without limitation: 1) evaluation of the



existing facilities through energy audits, energy surveys, data analytics, and benchmarking; 2) planning all Proposition 39 energy savings projects for the 5-year program including scope, schedule and budget; 3) completing and submitting an “energy expenditure plan” and necessary follow-up including potential revisions to ensure approval by the CEC.

Submission Requirements

- 1.2 All materials submitted to the District in response to this RFP shall remain the property of the District.
- 1.3 All responses must be typewritten, concise, straightforward, and must address each requirement and question in the order listed.
- 1.4 It is the intent for the fee negotiations to be completed prior to the Firm recommendation for award. See Section 4.7.F for Fee Proposal instructions.
- 1.5 Provide Five (5) bound originals and (1) electronic copy in PDF format with bookmarks of the Response.
- 1.6 Responses must be in 8 1/2” x 11” format with a minimum font size of 11 point.
- 1.7 Responses are limited to no more than twenty-five (25) pages, excluding cover letter and resumes.
- 1.8 Response is to include the following:
 - A. Cover Letter:
 - (a) Include in the Cover Letter a brief statement of Firm’s experience indicating the qualifications, background and qualities of the Firm, its personnel, and what will make the Firm uniquely qualified to provide the services.
 - (b) The cover letter shall indicate that the individual signed is authorized to bind the respondent to all statements and representations made therein and to represent the authenticity of the information presented.
 - B. Firm Information: Provide Firm Information including:
 - (a) Legal name and address of local office, including principal place of business if there are multiple locations.
 - (b) Firm's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etc.) and state of incorporation or other organization. If Firm is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required pursuant to this paragraph for each member.
 - (c) If company is a subsidiary or affiliate of another company or companies, identify such other company or companies.



San Juan Unified School District

Business Support Services

- (d) Include the same information as above for any sub-consultants that the Firm intends to utilize for these Services.
- C. Firm's Relevant Qualifications and Experience: Provide all of the following information, as applicable. Please mark "N/A" only if such information/experience is non-existent:
 - (a) Describe Firm's experience in the analysis and development of energy efficiency measures including: facility benchmarking, energy audits, energy surveys, energy savings calculations, cost estimating, strategic planning, program management, project management, construction management, commissioning, training, and energy management for California K-12 public school districts.
 - (b) Describe Firm's knowledge and understanding of the CEC's Proposition 39: California Clean Energy Jobs Act - 2013 Program Implementation Guidelines and all applicable California Building Codes including current Title 24 Energy Code, Title 5, and Field Act.
 - (c) Describe Firm's experience with DSA, OPSC, and CDE.
 - (d) Describe Firm's experience in securing all available services, grants, incentives, and financing available through Federal, State, local, and utility company programs.
 - (e) Describe Firm's experience planning and implementing Program Implementation Plans for California K-12 public school districts, including scope, schedule and budget for concurrent projects on multiple sites, with multiple funding sources, over multiple years.
 - (f) Describe Firm's ability to successfully plan and deliver projects for California K-12 public school districts on schedule and within budget.
 - (g) Provide number and type of licensed California professionals on staff and available to support District projects.
- D. Proposed Team: Provide all of the following information:
 - (a) Define the role of each key personnel and outline his or her individual responsibilities.
 - (b) Indicate personnel who will serve as primary contact(s) for the District.
 - (c) Provide an organizational chart.
 - (d) Provide resumes, in the Appendix, of all proposed personnel who would be performing Services for the District.
- E. Proposed Services:



San Juan Unified School District

Business Support Services

- (a) Describe Firm's approach to evaluate the District's facilities and methodology to determine which projects to include for the Energy Expenditure Plan (EEP).
 - (b) Include a detailed list of all services that are being proposed to provide to the District.
- F. Fee Proposal:
 - (a) Submit a Fee Proposal in a separate sealed envelope, marked "Fee Proposal".
- G. Project Examples: Provide project examples related to similar services provided to public California K-12 school districts including for each:
 - (a) Name and contact information
 - (b) Exact role Firm performed for project
 - (c) Type of project
 - (d) Location of project
 - (e) Date installed and date deemed operational
 - (f) Project cost (includes construction cost and all applicable soft costs)
- H. References for California K-12. Include district name, address, contact name and title, phone number, and email address.

District's Evaluation / Selection Process

1.9 Schedule

- | | | |
|----|--------------------|-------------------------------|
| A. | <insert date here> | RFP Released |
| B. | <insert date here> | Deadline to receive Questions |
| C. | <insert date here> | Questions & Answers Released |
| D. | <insert date here> | RFP Responses Due |
| E. | <insert date here> | Interviews |
| F. | <insert date here> | Contract and Fee Negotiations |
| G. | <insert date here> | Board Action to Award |
| H. | <insert date here> | Notice to Proceed |



San Juan Unified School District

Business Support Services

- 1.10 The District intends to select one or more of the Firms – but reserves the right to select none Firm – that best meets the District’s needs to perform the Services as described in this RFP. From the Firm(s) that provide a Response to the District, the District may at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval.
- 1.11 The Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies and a proven successful track record for these types of Services. The following factors are important for further consideration and evaluation:
 - A. Ability to meet the minimum requirements outlined in Section 2;
 - B. Completeness and quality of Response;
 - C. Technical expertise/competence;
 - D. References;
 - E. Team experience;
 - F. Recent success with similar energy efficiency systems;
 - G. Proximity of offices and availability of qualified staff;
 - H. Best value
 - I. Approach in providing Services.

Formation of Contract

Successful respondent will be required to enter into [San Juan Unified School Districts’ Services Agreement](#).



Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All bids shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements

Within fifteen (15) consecutive calendar days of award of contract, the successful respondent must furnish the district the certificates of insurance with a minimum \$1,000,000 limit for broad form comprehensive general liability (bodily injury, personal injury, property damage, and products), automobile liability, contractual liability, professional liability, and workers' compensation coverage in accordance with the limits required by the State of California. Each insurance policy shall be endorsed to state the coverage shall not be suspended, voided, canceled, or reduced either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested.

Fingerprinting

Education Code section 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in the attached form. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.



Indemnity

The successful Respondent shall maintain, or cause to be maintained, such insurances as will protect it and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect it and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this resultant contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The successful Respondent agrees to save harmless and to indemnify the District from every claim or demand, which may be made by reason of:

- a. Any injury to person or property sustained by the successful Respondent or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the successful Respondent or any other person, firm or corporation directly, or indirectly employed by it upon or in connection with its work, whether the said injury or damage occurs upon or adjacent to the work; the Respondent at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- c. Successful Respondent shall defend, indemnify, protect and hold harmless San Juan Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Respondent's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Respondent from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

Governing Law And Venue

In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

Bid Protest

Any Respondent may file a protest against the award of the Contract to any other Respondent. The protest must be in writing, filed within five (5) calendar days after the opening of BIDs, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Respondent from challenging, whether before the District or any administrative or judicial tribunal, any particular bid(s), the



San Juan Unified School District

Business Support Services

bidding process or any ground not set forth in the protest. The District will provide a written response to any timely bid protest.

Bid Acceptance or Rejection

This bid does not commit the San Juan Unified School District to award a contract, to pay any cost incurred in the preparation of this bid or to procure contract for services or supplies. The district reserves the right to accept or reject any or all bids received in response to this request, to negotiate terms that will be in the best interest of the district, or cancel in whole or in part this bid. All submitted bids and information included therein shall become public records upon delivery to the San Juan Unified School District. All firms submitting a bid should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a multi-term contract for the specified service beginning in the fiscal year 2013-2014. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contact not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful Respondent, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The San Juan Unified School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the San Juan Unified School District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The vendor shall hold the San Juan Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or



San Juan Unified School District

Business Support Services

author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

Failure to Fulfill Contract

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the San Juan Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Respondent may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Respondent provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Prevailing Wages

If contract is issued for \$1,000.00 or more, the contractor, and any sub-contractor, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, CA 95827. Copies shall be made available to any interested party upon request from them. The contractor shall post a copy of such determination at each job site.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful respondent shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the respondent and services under this Agreement. The successful respondent agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.



San Juan Unified School District
Business Support Services

Bid Form

RFP xx-xxx

San Juan Unified School District
5133 Engle Road
Carmichael, California 95608

Re: **RFP xx-xxx**

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Respondents, Bid Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the BID package for the above-referenced BID, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said BID package. The entire BID Package is submitted, together with this Bid Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation): _____

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative:

Signature

Name (Print or Type)

Title

Date
()

Phone
()

Fax

E-mail address



San Juan Unified School District
Business Support Services

Contractor Certification

RFP xx-xxx

CONTRACTOR CERTIFICATION

I, _____, am an authorized representative of/doing business as (Name of contractor/consultant)_____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background checks(s) of all persons who will be providing services to the **San Juan Unified School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5I and/or 1192.7I.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San Juan Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the San Juan Unified School District of any additions/deletions as they occur.

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

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Contractor/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)



List of Employees Who May Come in Contact with Students

RFP xx-xxx

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH STUDENTS

EMPLOYEE'S INFORMATION

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this bid: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this bid: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this bid: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this bid: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No



Non-Collusion Declaration

RFP xx-xxx

NON-COLLUSION DECLARATION TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____, declare that I am _____

of _____ the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put a sham bid, or that anyone shall refrain from bidding; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data related thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature of Respondent

Date