



TOWN OF NORTH WILKESBORO

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REQUEST FOR PROPOSAL TOWN OF NORTH WILKESBORO, NC

This is a request for proposals (RFP) to upgrade the light fixtures at various Town buildings, replace existing HVAC thermostats with programmable thermostats, and upgrade pumps at the Water Treatment Plant to more energy efficient pumps. This work is being done in conjunction with Energy Efficiency Community Block Grant Program Award Number 4390014548. This award is financed with American Recovery and Reinvestment Act of 2009 (ARRA) funds. The cost of this proposal is not to exceed \$44,053.

A mandatory pre-bid meeting will be held on Wednesday, September 1, 2010, at 1:00 p.m. in the North Wilkesboro Town Hall, 832 Main Street, North Wilkesboro, NC 28659. You are invited to submit a proposal to be received not later than 5:00 p.m. on Wednesday, September 22, 2010. Submittals delivered by regular US Postal Service must be addressed to Michael Boaz, Finance Officer, PO Box 218, North Wilkesboro, NC 28659, and submittals delivered by any other means must be addressed to Michael Boaz, Finance Officer, 832 Main Street, North Wilkesboro, NC 28659. Proposals submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this invitation, will not be acceptable.

Three copies of the proposal should be submitted in accordance with the following sections of the RFP:

- 1.0 Scope of the Proposal
- 2.0 Description of Work
- 3.0 General Requirements
- 4.0 Government Material
- 5.0 Period of Performance
- 6.0 Deliverables
- 7.0 Factors for Awards/Evaluation Criteria
- 8.0 Federal, State Terms and Conditions
- 9.0 Points of Contact

The Town of North Wilkesboro will enter into a contract with the firm whose proposal is determined to be the most advantageous to the town, fee and other factors to be considered as outlined in the RFP. The Town of North Wilkesboro encourages proposals from small, minority and female-owned businesses; and does not discriminate on the basis of handicap status. The Town will expect the winning bidder to make every reasonable effort to purchase supplies from vendors located in Wilkes County.

If you have any questions concerning the RFP, please do not hesitate to contact Michael Boaz, Finance Officer at mboaz@north-wilkesboro.com or 336 667-7129 x3004.

Michael Boaz, Finance Officer, Town of North Wilkesboro, NC

Request for Proposals: Energy Efficiency Upgrades

1.0 SCOPE

1.1 Scope Overview: The purpose of this project is to upgrade light fixtures, install insulation, replace thermostats, and replace motors at several Town buildings.

1.2 Scope Summary: This scope includes supply and installation of energy efficient lighting throughout the Town Hall, Smoot Park, Police Department, and WWTP. It also involves replacing thermostats in the Town Hall and WWTP. Finally, it includes replacing motors and controls at the Water Treatment Plant. Construction activities shall include, but not be limited to:

- a. Price lighting units to find most cost effective energy efficient light source that provides required lighting (submittal approval by Town of North Wilkesboro is required). Majority of lighting retrofits shall be T12 to T8 or T5 replacements and ballast replacements. Some fixtures shall require cleaning and/or replacement of the existing lens. Contractor shall replace incandescent lamps with Compact Fluorescent Lamps.
- b. The following chart outlines the different replacement fixtures that will need to be purchased.

Fixture	Count
4 lamp T8	12
3 Lamp T8	26
2 Lamp T8	257
F32U	17
4 lamp t5	3
1 lamp t8	21
Programmable Thermostats	8
Occupancy Sensors	16
Daylight Sensors	3

- c. A wattage meter shall also be used before and after installation.
- d. Contractor shall supply all required miscellaneous equipment, including wire, nuts, bolts, connectors, power transformers (if required).

1.3 Government Concept Design. The general concept of this project is to replace all linear fluorescent lamps with T-8 lamps, all magnetic ballasts with electronic/programmed start ballasts, and all incandescent lamps with compact fluorescent lamps. In addition the Town wants to replace all existing thermostats in the Town Hall with programmable thermostats to help control heating/cooling costs. Finally, the Town wants to replace motors at the Water Treatment Plant with more energy efficient models.

1.4 Affected Facilities. The project affects lamps and lighting fixtures in the following facilities:

- a. Town Hall, 832 Main Street
- b. Police Department, 801 Main Street
- c. Wastewater Treatment Plant, Thurman Street
- d. Water Treatment Plant 1201 I Street
- e. Woodlawn Community Center, 2nd Street
- f. Smoot Park

1.5 Specified Materials. Contractor shall install T-8 lamps in place of existing linear fluorescent lamps. Contractor shall install compact fluorescent lamps in place of existing incandescent lamps. Contractor shall install electronic programmed start ballasts in place of existing magnetic lamp ballasts. Contractor shall install programmable thermostats, similar to Honeywell 8000 series. Contractor shall install occupancy and daylight sensors. Contractor shall install new energy efficient motors and soft starts (See appendix A for technical specifications).

2.0 DESCRIPTION OF WORK

2.1 Mobilization. Contractor shall mobilize construction forces necessary to perform the identified activities within 30 days after approval of the Work Plan and related submittals.

2.2 Work Plan Requirements. Contractor shall conduct a pre-bid site visit on and gather information for the development of a Work Plan. As part of the Work Plan and construction activities, Contractor shall identify and comply with all applicable federal, state, and local statutes. Contractor will also comply with applicable drawings and specifications and subject to term and conditions of the contract. The development of the Work Plan and the construction activities shall include but not be limited to the following:

- a. Work Plan Development. Contractor shall work with the Project Manager to develop the Work Plan.
- b. Intermediate Work Plan Review Points. Contractor shall submit intermediate Work Plan drafts for review at 65% and 95% completion. These intermediate Work Plan drafts shall be submitted in electronic format to the Project Manager.
- c. Final Work Plan Submission. The Final Work Plan shall be submitted in electronic format to the Project Manager (CO) for review and approval prior to implementation of construction activities.

2.3 Notice to Proceed (NTP). Upon award and after receipt of the applicable proof insurance and licensing, the Project Manager shall issue an NTP.

2.4 Material and Equipment Security. Contractor is responsible to ensure that all materials and equipment are properly secured at all times against man-made and/or natural events.

2.5 Contractor shall arrange for the following as needed:

- a. Personnel identification badges, vehicle passes, and/or entry permits. This shall be coordinated with the Project Manager.
- b. Access to safety training as appropriate to allow access to secure or hazardous areas.
- c. A secure staging area for storing equipment and supplies pertinent to contract actions.
- d. Access to and provision of utilities as needed for design and construction efforts.
- e. Access and/or escort to all locales and structures necessary for design and construction efforts. Escorts will be government-provided. Contractor shall coordinate with the City Project Manager and the Contracting Officer on the schedule.

2.6 Delivery and Warranty. If applicable, Contractor shall complete all inspection and commissioning requirements prior to final inspection. The warranty shall be issued in accordance with industry practice. Extended warranties offered by Contractor and its subcontractors or suppliers may be accepted at the Government's discretion.

3.0 GENERAL REQUIREMENTS

3.1 Documents. Contractor shall prepare and submit work schedule. The Project Manager shall provide Contractor with any existing drawings/specifications related to the project.

3.2 Pre-Construction Meeting. Contractor shall perform a Pre-Construction meeting to take place no later than ten (10) calendar days after issue of the contract. This meeting will include a complete overview of the project and implications and will be presented to the relevant base staff and Project Manager.

3.3 Notification of Problems. Contractor shall notify the Project Manager and the Contracting Officer immediately of any and all issues that may result in a delay of the project and / or impact quality of the work.

3.4 Refuse Disposal. Contractor shall be responsible for hauling off and appropriately disposing of any trash, debris, etc. to an acceptable off-base facility for proper disposal. Contractor shall also be responsible for appropriately removing, processing, and/or disposing of hazardous materials encountered during execution of this contract in accordance with federal, state and local statutes and codes. Contractor shall provide certification of proper disposal of lamps and ballasts.

3.5 Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP). Any existing materials disturbed during construction that are suspect ACM and LBP shall be sampled and tested following all applicable host nation, federal, and local statutes and codes.

4.0 GOVERNMENT MATERIAL (GM)

4.1 Reference Materials. Contractor may be provided with documents, drawings, and general reference material upon request. However, these requests must be submitted directly to the Project Manager and may be refused if deemed unnecessary, security sensitive, or outside the scope of work.

5.0 PERIOD OF PERFORMANCE

5.1 Period of Performance (PoP). The PoP shall be 180 days. The PoP shall be measured from the date of Contract Award.

6.0 DELIVERABLES

6.1 The Contractor shall provide technical plans and reports as detailed below. Electronic submittals are preferred.

Deliverables to the Project Manager

	# of Copies	Frequency
Production or Delivery Problem Report (electronic)	1	Same day as problem
Work Plan	1	Work Schedule
As built drawings	1	upon completion
Material approval	1	30 days after approved work plan
O&M Manuals	1	N/A
Reports	1	as needed
Hazardous Waste Disposal Certificate	1	as needed
Pre-final inspection report	1	as needed
Final inspection report	1	as needed

7.0 FACTORS FOR AWARDS/EVALUATION CRITERIA

7.1 The following will be used in evaluating the proposal and awarding of the contract:

1. Technical Approach/Understanding of the Program 20 pts
2. Work Management Plan/Experience of Proposal Personnel 20 pts
3. Experience of the Firm 20 pts
4. Cost Proposal (Time and Materials) 20 pts

Please indicate in your bid proposal the following:

Is your organization registered with HUB office? Yes _____ No _____

Is your organization a minority contractor, small contractor, physically handicapped contractor, a woman contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled? Yes _____ No _____

8.0 FEDERAL AND STATE TERMS AND CONDITIONS

- 8.1 The selected firm must comply with and must ensure that all subcontracts and other contracts for goods and services comply with all the requirements of the American Recovery and Reinvestment Act of 2009, the Energy Efficiency Community Block Grant Program Award #4390014548 and all amendments thereto, and all Contract Provisions hereto attached.
- 8.2 The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide a weekly certified payroll form wh-347 (an example of this form may be found at http://www1.eere.energy.gov/wip/pdfs/wh-347_example.pdf) and reports and other employment information as evidence to document the number of jobs created or retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.
- 8.3 For reporting purposes, Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- 8.4 In addition to any other job postings the Contractor normally utilizes, pursuant to the requirements of the OERI, the Contractor and its sub-contractors shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted a minimum posting of five days before the hiring decision. The Contractor and its subcontractors shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI in the format provided to Contractor.

8.5 Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

1. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

8.6 Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way existing authority of an Inspector General.

8.7 Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be produced in the United States. Contractor and its subcontractors agrees to abide by Section 1605, shall secure documentation that purchases meet the requirements of Section 1605, and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor and its subcontractors must obtain written exception from this provision from the agency issuing the contract. Documentation of adherence to this requirement must be provided to the Project Manager prior to installation of goods or services.

8.8 All provisions at the following internet address must be adhered to by the Contractor and Subcontractors for construction, alteration, or repair work (including painting and decorating): http://www1.eere.energy.gov/wip/pdfs/dba_clauses_weatherization.pdf. The Contractor and Subcontractors must pay the prevailing wage in accordance with Attachment 3, wage determination for Wilkes County, North Carolina.

8.9 Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments,

aquariums, zoos, golf courses, swimming pools, or any other activity specifically prohibited by the Recovery Act.

8.10 Contractors and its subcontractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees. Specifically, the Recovery Act provides that an employee of any non-Federal employer receiving Recovery Act funds, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, as inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency; or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- As violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Any employer receiving Recovery Act funds shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov for specific requirements of this section and prescribed language for the notices.). A form of the notice that meets the requirements of this section is located at the following internet address:

<http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf>

Contractor and its subcontractors agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State, and local tax obligations have been or will be satisfied prior to receiving recovery funds. Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, Recovery Act funds must be distributed in accordance with all antidiscrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditures of funds.

The Contractor and its Subcontractors agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Contractor and its subcontractors are specifically prohibited from using Recovery Act funds for travel outside of the service area or county in which the project is located. The exceptions are for travel specifically mandated by the Recovery Act or approved by the senior management of the State Energy Office.

9.0 POINTS OF CONTACT (POC)

9.1 Project Manager, the term used herein, does not include any representative not acting within the scope of his/her authority. Notwithstanding any of the provisions of this contract, the Project Manager shall be the only individual authorized to in any way amend or modify the terms of this contract.

The contract will be Firm Fixed Price with the following structure:

	Description	Quantity	Unit	Unit Price	Extended Price
1	4 Lamp T8	12	EA		
2	3 Lamp T8	26	EA		
3	2 Lamp T 8	257	EA		
4	1 Lamp T8	21	EA		
5	4 Lamp T5	3	EA		
8	2 Lamp 2x2 Fixture w/F32U	17	EA		
9	16 W CFL (60W Eq)	17	EA		
10	20W CFL (75W Eq)	5	EA		
11	32W CFL (130W Eq)	15	EA		
12	65W CFL (300W Eq)	21	EA		
13	Occupancy Sensor	16	EA		
14	Daylight Sensor	3	EA		
15	Programmable Thermostat	8	EA		
16	50 HP motor	1	EA		
17	Replacement Coupling	1	EA		
18	Mounting	1	EA		
19	Y Delta Starter	1	EA		
20	Labor		LOT		
21	Refuse Disposal		EA		
22	Remove Lamp/Ballast		EA		
23	Ballasts		EA		
24	Misc. Equipment		LOT		

If the offer chooses to propose a different quantity than specified above, it must be noted on the face of the bid.

If any or all parts of this RFP are accepted by the Town of North Wilkesboro, NC, an authorized representative of the Town of North Wilkesboro, NC shall issue a purchase order to the awarded vendor(s). This document and the provisions of the purchase order, special terms and conditions specific to this RFP, the specifications and contract provisions shall then constitute the written agreement to be signed and agreed by all parties. This grant fund is financed with American Recovery and Reinvestment Act of 2009 (stimulus funds).

CONTRACT PROVISIONS

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- 1.0 examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2.0 interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this

contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

**TOWN OF NORTH WILKESBORO
ENERGY EFFECIENCY UPGRADES
RFP NUMBER 3979222010
ADDENDUM 1**

The original RFP references Appendix 1. Appendix 1 was not included in the original RFP package. This addendum is the information that should have been included as Appendix 1 in the original RFP.

The Town requires the replacement of two existing 50 HP pumps at the Town's Water Treatment Plant. The Town requires that these motors be replaced with high efficiency (at least 95% efficiency) motors with soft starts. The winning bidder will be required to provide the motors, install them, and provide all additional equipment needed for installation and startup including couplings, cables, etc.

For further information please contact the North Wilkesboro Water Treatment Plant at 336-838-2371.