



Request for Proposal

AMI Installation Services

RFP# 21-0618

Date Issued: May 14, 2021

Date Due: **June 18, 2021, 3:00 P.M. ET**

Submit Proposal To: Purchasing Division, 237 W Maple Avenue,
Burlington, NC 27215 or PO Box 1358 Burlington, NC 27216

Purchasing Manager: Sonjia Cross, CLGPO

Contact Information: scross@burlingtonnc.gov

(336) 222-5006

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Introduction

Background

The City of Burlington (“the City”) is a former textile community located in the Piedmont region of North Carolina, with a population exceeding 50,000 residents. The City provides potable water to residents throughout Burlington as well as the towns of Elon, Gibsonville, Ossipee, Haw River, Whitsett and the Village of Alamance. The City’s water distribution system contains approximately 23,916 active meters within a service territory of roughly 40 square miles. Of these active meters, approximately 96% are residential, 2% are intermediate size, and less than 1% are large meters. In addition to local distribution, the City annually provides 700,000,000 gallons of water to the City of Greensboro, constituting 10% of Burlington’s annual distribution.

The City of Burlington’s current meter infrastructure is a mixture of manual-read and remote walk-by or drive-by meters. Most of the City’s current meters are manufactured by Neptune Technology Group. A large portion of the City’s active water meters have exceeded their useful life expectancy and will be replaced or retrofitted. The City has identified approximately 23,916 AMI meters in need of replacement or retrofit. That figure includes the replacement of 16,201 small meters, retrofit of 6,757 small meters, replacement of 329 intermediate sized meters, and replacement of 54 large meters.

In June of 2019 the City of Burlington entered into a master services agreement with Utility Metering Solutions (UMS) to support the modernization of their water metering infrastructure and related business practices. As the end-to-end systems integrator, UMS is tasked with providing all project oversight for the Advanced Metering Program. In October of 2020, Burlington chose Core & Main who will be providing all solution equipment including meters, software, and the AMI network.

Solution Architecture

The City of Burlington’s AMI solution will include a LoRaWAN network provided by Neptune as a Network as a Service (NaaS). The City intends to install the following meters:

Size	Model	Quantity	Replace or Retrofit
5/8”X3/4”	V5 R900i T-10	16,201	Replace
5/8”X3/4”	V5 R900i T-10	6,757	Retrofit
1”	V5 R900i T-10	332	Replace
1.5”	Mach10 Ultrasonic V5 R900i	243	Replace
2”	Mach10 Ultrasonic V5 R900i	244	Replace
3”	Mach10 Ultrasonic V5 R900i	52	Replace
4”	Mach10 Ultrasonic V5 R900i	33	Replace
6”	Mach10 Ultrasonic V5 R900i	25	Replace
8”	Mach10 Ultrasonic V5 R900i	14	Replace
10”	Mach10 Ultrasonic V5 R900i	14	Replace
16”	Mag Meter	1	Replace

Requested Services

In this RFP, the City of Burlington is seeking a vendor to provide meter installation services. All AMI equipment and Project Management services will be provided by Core & Main and UMS respectively. The City requests that responding vendors provide the following services:

1. Meter Installation

The City expects the proposer to install or retrofit all meters scheduled for installation under the AMI project. This service includes communicating with the customer, door hangers or direct communication, shutting off and cutting on the water service, activating the transmitter, and confirming that the transmitter is connected to the AMI network.

When completing installations, the City expects the proposer to look and act professionally. This includes use of personal protective equipment, a standard uniform, and like vehicles that are identified with proper signage. Installers are expected to leave premises free of rubbish and excess material. All installers should pass background checks conducted by the proposer. Installers should be available to work evenings and weekend hours to best accommodate customers. The City expects all damage claims from customers to be reported within one day of notice.

Installation shall be per City of Burlington standard Specifications and Details.

<https://www.burlingtonnc.gov/173/Specifications-and-Details> .

2. Network Monitoring

The City requests that the proposer test the coverage of the newly installed network by deploying a small number of meters throughout the service area with some consideration given to City of Burlington volunteer residents. The proposer should validate that these meters accurately access the network prior to full deployment. After full meter deployment begins, the proposer will continually monitor the network to confirm all AMI meters are transmitting to the AMI network.

3. Installation Quality Assurance

The City expects the proposer to field troubleshoot and correct any installation issues and maintain an installation defect rate of under 2%. In addition, the City expects the proposer to audit all meter exchange information before transferring the data to the City's billing system.

4. Use of a Work Order Management System

The City will require the proposer to use an electronic work order management system for installation. The City and its integrator should be able to view installation work orders in the system from any standard web browser. The system should also provide the City with status/summary reports on a regular basis. This service includes integration between the proposer's work order management system and the City's billing system.

5. Project Inventory Storage and Custody Control

The City requests that the proposer, with assistance from COB/UMS Project Manager(s), store installation material at a secure location managed by the proposer. The City expects the proposer to receive inventory shipments directly from the manufacturer without assistance and hold materials that the City needs to return under warranty. The City expects the proposer to perform custody control on all installation materials and allow for meter quarantine by City staff (if necessary). Additionally, the proposer shall provide an itemized list of all materials delivered, received, and signed for by the proposer, for each shipment. This list must be verified with the Proposer's Invoice during each pay request to ensure compliance.

6. Installation Data Capture

This City expects that the proposer will capture a custom set of information during each installation and store that information in the work order management system. This service includes the capture of:

- Old meter final read
- Service address
- Old meter serial number
- New meter serial number
- New meter register ID
- Transmitter serial #
- Installer name/ID number
- Photo of installed meter, transmitter, and box
- Installation Date
- Meter size
- Meter GPS coordinates 2-5m accuracy
- City defined survey elements including (but not limited to)
 - material line type
 - leak status
 - safety issue
 - theft

This service includes the transfer of most data elements via integration with the City's billing system twice a week. Pictures and other data not transferred on a regular basis will be provided to the City at the end of the project.

7. Installation Permitting

The City requires the proposer to bear all costs of any federal, state, and local permits required to legally perform the services requested by the City. A City representative will work with proposer to acquire these permits and charge the proposer for the fees. Additionally, the City requires the proposer to follow all federal, state, and local regulations concerning installation work when providing these services. This includes OSHA and local regulations regarding workplace safety (e.g. work in confined spaces).

8. Door Hangers and Appointment Scheduling

The City requests that the proposer perform a limited set of public communication in concert with its larger public outreach plan. The City requests that installers hang door hangers provided by the City at least 7 days pre-installation. Additionally, the City requests that the proposer be capable of scheduling installation appointments for a select set of commercial and industrial customers.

If the proposing vendor is chosen to contract with the City for the requested services, the vendor shall be responsible for any damages associated with its work on the Project. In such cases, the vendor shall indemnify, defend, and hold harmless the City of Burlington, its employees, and officials from any claims arising from the vendor's acts or omissions related to its work. Any damages incurred must be promptly repaired at the expense of the vendor. The vendor should record the damage observed and provide a photograph of the damage. The vendor will not be held responsible for pre-existing damage.

Vendors should be prepared to coordinate with UMS in completion of their project oversight, quality assurance, and public outreach responsibilities.

Proposal Schedule

The following timeline represents the City’s schedule as of the release of the RFP. All times indicated are Eastern Standard Time. The City reserves the right to adjust the schedule as it deems necessary.

Activity	Proposed Timeline
RFP Issued	May 14, 2021
Vendor questions due	May 27, 2021, 5:00 P.M. ET
Written Response to Vendor questions distributed	Jun 4, 2021, 5:00 P.M. ET
RFP Proposals due from Vendors (“Due Date”)	Jun 18, 2021, 3:00 P.M. ET
Notification of Vendor Shortlist	Jul 2, 2021
Vendor Shortlist Interviews (virtual or in person TBD)	Jul 14-16, 2021
Notice of Intent to Negotiate	Jul 23, 2021

Instructions

General Instructions

Vendors must provide firm and complete pricing for the solution included in their Proposal. At the conclusion of the RFP process, the City should fully understand the capabilities and costs of the solution proposed. This includes:

- Total cost of purchasing proposed installation services, including additional costs for proposed options
- Any requested services that are not included in proposal pricing
- Potential costs that the Vendor will charge in contingent circumstances

Responses to this RFP must be submitted in a sealed package labeled with the Vendor’s name, address, and contact information. One (1) tabbed and bound original and six (6) tabbed and bound copies must be submitted by the Vendor. The Vendor must also submit one electronic copy of their response on a flash drive: including all sections. All electronic documents should be presented in PDF, Word, or Excel format. The flash drive should accompany the physical submission in the same package.

Vendors are welcome to respond to any component(s) of the requested solution. However, Vendors must complete the entire submission and may only submit one Proposal.

There is no wage requirement for this proposal.

All expenses for preparing and submitting a Proposal are the sole cost of the party submitting the Proposal. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals as “proprietary”, “confidential”, or any other designation of restricted use will not automatically protect the information from public view.

Any and all questions regarding this Request for Proposals should be submitted via email only to:

Sonjia Cross, CLGPO
Purchasing Manager
scross@burlingtonnc.gov

Written responses to all questions received will be issued as addenda by the date outlined in the schedule.

Please review the RFP fully, complete your Proposal with all necessary forms and attachments, and submit the package no later than 3:00 P.M. EST on Jun 18th, 2021. Proposals received after this date/time will not be considered. Postmark date will not constitute timely delivery. The Vendor is solely responsible for ensuring timely receipt of their Proposal. Delivery by fax or email will not be accepted. A Vendor will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for the opening of the proposals.

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

APPLICABLE TO ALL ITEMS

1. Each bidder must submit a proposal on the blank form(s) provided. All proposals must be signed by a duly authorized individual. Proposals submitted on other forms will not be accepted. Proposals will be read on the date and hour as stated in the office of the Purchasing Director, Municipal Building Annex, and 237 W. Maple Ave., Burlington, North Carolina. Bidders or their authorized agents are invited to be present. Any proposal received after the date and hour specified, will not be accepted or considered.
2. Bidders may submit with their proposals, manufacturer's specifications, illustrations, and descriptive literature of the product proposed to be furnished. If the product proposed does not meet specifications as written the variations must be described in detail and attached to the proposal
3. TAXES: The City of Burlington is exempt from federal excise tax, including the federal transportation tax. The City pays all sales tax but this amount must be listed as a separate item.
4. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes. Factors to be considered in awarding the proposal will be price, quality, history of satisfactory performance, time required to make delivery and the availability of item offered. The contract will be awarded after evaluation of all proposals has been made. In the interest of suitability to the City's needs and/or economy; equipment or furnishings other than the cheapest in price may be selected. The City of Burlington shall have a period of thirty (30) days after the opening of proposals to make the award and may award in total or by line item, whichever is in the best interest of the City.
5. Any corrections or errors found in the specifications must be submitted in writing and mailed to the attention of the Purchasing Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda.
6. No bid deposit is required with this proposal. The City of Burlington has waived this requirement as allowed by N.C. General Statutes.

7. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. In computing freight, federal transportation tax is not to be included as the City of Burlington is exempt. North Carolina state and local taxes are applicable, but must be shown separate from the item(s) being quoted
8. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
9. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1
10. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.
11. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
12. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Purchasing Division. Registration can be completed at: <http://burlingtonnc.gov/2017/Vendor-Registration>
13. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.
14. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Purchasing Agent, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. **PAYMENT:** Progress payments, when requested, will be made after the City receives a detailed invoice and confirmation that the work has been performed to the specifications required for the requested payment.
16. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented

by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

17. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

18. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

19. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

20. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

21. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
22. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
23. **SAFETY:** Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
24. **SITE INVESTIGATION:** The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the City.
25. **CONFLICT OF INTEREST:** Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.
26. **LIQUIDATED DAMAGES:** From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractor's liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.

27. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

28. INSURANCE

Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the proposal package. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement:

<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u>		
Bodily Injury & Property Damage	\$1,000,000	\$3,000,000
Combined Single Limit		

Automobile Liability

Bodily Injury & Property Damage	\$1,000,000
Combined Single Limit	

Owners Protective Liability or

Project Specific Aggregate

Bodily Injury & Property Damage	\$1,000,000	\$3,000,000
Combined Single Limit		

<u>Excess Liability</u>	\$5,000,000	\$10,000,000
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The City of Burlington must be named as an additional named insured on the Contractor’s insurance policy.

The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insured’s as required by contract.

Workers’ Compensation Coverage

Full and complete Worker’s Compensation Coverage, as required by the State of North Carolina, shall be required.

City of Burlington
Minority and Women Business Enterprise

Construction Guidelines and Affidavits
\$300,000 and above

City of Burlington Minority and Women Business Enterprise Program

Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Burlington to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. The entire MWBE Policy can be found on the City of Burlington website. [COB - MWBE Plan](#)

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation:

MWBE Goal – 10%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business *as a minority or female* must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Identification of Minority/Women Business Participation

I, _____,
 (Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone # Work type *MWBE Category

Firm Name, Address and Phone #	Work type	*MWBE Category

*MWBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MWBE business contracting will be (\$) _____

City of Burlington AFFIDAVIT A – Listing of Good Faith Efforts

County of _____
(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

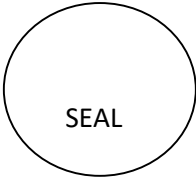
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, *County of* _____

Subscribed and sworn to before me this _____ *day of* _____ *20* _____

Notary Public _____

My commission expires _____

City of Burlington --AFFIDAVIT B-- Intent to Perform

Contract with Own Workforce.

County of _____

Affidavit of _____

_____ (Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

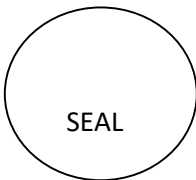
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

City of Burlington - AFFIDAVIT C - Portion of the Work to be

Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

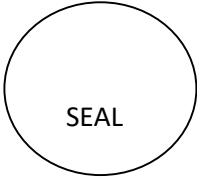
*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

City of Burlington AFFIDAVIT D – Good Faith Efforts

County of _____

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that
on the _____ (Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

F. Copy of pre-bid roster.

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

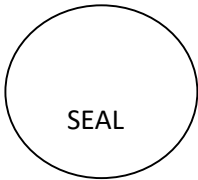
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____ 20_____

Notary Public _____

My commission expires _____

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

**MWBE LETTER OF INTENT
Subcontractor Performance**

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE) (Signature of Authorized Representative of MWBE)

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____

Phone #: _____

Email Address: _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add additional subcontractor

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

(Note: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes ___No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

Proposal Format

Each proposal should be organized, bound and tabbed as outlined below:

- Section 1: Executive Summary **(3-page limit)**
- Section 2: Overview of Corporate History and Relevant Experience **(5-page limit)**
- Section 3: Proposed Installation Services **(25-page limit)**
- Section 4: Compliance Table (Attachment A)
- Section 5: Pricing (Attachment B)
- Section 6: Forms (Attachment C)

Note that sections 1-3 of the Proposal are limited in page count. Vendors must adhere to the page limits listed above. All pages will be numbered, center justified. Font size shall be no larger than 12 and no smaller than 10; margins shall be 1" on all sides; paper shall be standard 8.5" x 11".

Section 1 – Executive Summary

Provide an overview of the Vendor's experience with similar projects and why you believe that your Company, and the solution you are proposing, is best suited to serve the City's needs.

Section 2 – Corporate Overview and Historically Relevant Experience

Provide general information on your Company, the key employees that will be assigned to this project, and background information on relevant Vendor experience for this project. Give special attention to solutions deployed by your Company with similar size and scope to the request provided by the City of Burlington.

Section 3 – Proposed Installation Services

Provide a detailed overview of the Vendor's proposed installation services. Include a description of how the services will address the City's needs and project specifications (as outlined in the Requested Services Section and Attachment A). This section of your Proposal should include a description of your work order management system and any relevant technical information necessary to convey the merits of your proposed solution.

Section 4 – Compliance Table

Please include a completed copy of the Compliance Table (Attachment A) in this section. A digital copy of the Compliance Table in Excel should also be included on the flash drive. Vendors should review the instructions on Tab 1 and complete each subsequent tab to the best of their ability. Proposals without a properly completed Compliance Table will be considered invalid submissions.

Section 5 – Pricing

Please include a completed copy of the Pricing spreadsheet (Attachment B) in this section. A copy of the Pricing spreadsheet in Excel should also be included on the flash drive.

Section 6– Forms

Please include completed copies of all forms found in Attachment C in this section. A digital copy of the completed forms should also be included on the flash drive. References will be checked by the City as part of its evaluation process and failure to include this information in your Proposal may result in disqualification.

Evaluation Process

The City of Burlington reserves the right to reject any and all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the City. The City of Burlington will begin its evaluation process with a review of all valid proposals submitted by the proposal due date. If, in the opinion of the City, a proposal contains false or misleading statements or references, the entire proposal shall be rejected.

In its initial review of proposals, the City will use the following criteria and prioritizations:

Category	Description	Weight
Vendor Qualifications	The Vendor’s proven ability to provide their solution in a complete, efficient, and professional manner as determined from Section 2 & Vendor References	20
Compliance with Requested Installation Services	A solution’s ability to meet or exceed the functional needs of the City, as determined from Sections 3 & 4 of the response.	50
Purchase Price	Overall cost, including costs for optional services and charges for contingencies.	30
Total Points		100

While these priorities provide a starting framework for initial evaluation, the City will review each proposal holistically and choose the solution that provides the greatest overall benefit to its customers.

The City strives to review all valid proposals in a prompt and thorough manner. In so doing, the City may require additional information or clarification. The City reserves the right to conduct interviews with some or all Vendors at any point during evaluation. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be used in the City’s deliberation. The City shall not reimburse the Vendor for the costs

associated with the interview process. In addition, the City reserves the right to make such investigations as it deems necessary to establish the competence and financial stability of any Vendors submitting a proposal.

The successful Vendor shall not begin performance of the project prior to the execution of a formal written contract by the City and the Vendor. Any Vendor beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Vendor's risk and shall not be entitled to any compensation for such performance. The City reserves the right to withdraw or cancel the award of the proposal at any time prior to the execution of a formal written contract.

Attachments

Attachment A: Compliance Table

Attachment (A) is composed of a series of questions designed to outline the technical capabilities of the Vendor's proposed solution. The City requires that the Compliance Table be completed in full by all Vendors. Completion of the Compliance Table will satisfy section 4 of the Vendor's proposal. No additional documents are required to complete section 4.

Attachment B: Pricing

Attachment (B) is designed to provide a comprehensive breakdown of the costs related to the Vendor's proposal. Please refer to the sheet for instructions. The City requires that the pricing spreadsheet be completed in full by all Vendors. Completion of the pricing spreadsheet will satisfy section 5 of the Vendor's proposal. No additional documents are required to complete section 5.

Attachment C: Forms

Attachment (C) contains forms that the Vendor must complete before the City evaluates their proposed solution, including:

1. Contractor's Safety Information Checklist
2. Vendor Information
3. Vendor References

All forms should be completed as part of Section 6 and provided with the Vendor's proposal.