
Progressive Engineering Consultants, Inc.

REQUEST FOR PROPOSALS FOR LOAD MANAGEMENT SWITCH REPLACEMENT

CITY OF LAURINBURG
LAURINBURG, NORTH CAROLINA

DOCUMENTS PREPARED BY:



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ADVERTISEMENT

SECTION A

ADVERTISEMENT - REQUEST FOR PROPOSALS

**City of Laurinburg
P.O. Box 249
Laurinburg, North Carolina 28353**

Sealed proposals for furnishing load management switch replacement/installation services will be received by The City of Laurinburg, North Carolina at the Public Works Facility, 503 Hall Street, Laurinburg, NC 28352, at or before **2:00 P.M. EDT on Wednesday, August 1, 2018** at which time and place the proposals shall be publicly opened and read in the Conference Room. Proposals shall be addressed to The City of Laurinburg, 503 Hall Street, Laurinburg, NC 28352, Attention: Mr. Jason Lighthall.

The Proposal Documents may be examined at the following locations:

City of Laurinburg, Public Works Facility	Laurinburg, North Carolina
Progressive Engineering Consultants, Inc.	Charlotte, North Carolina

Copies of the Documents may be obtained by contacting the office of Progressive Engineering Consultants, Inc., P.O. Box 690638, Charlotte, North Carolina, 28227, Telephone No. (704) 545-7327.

The City of Laurinburg reserves the right to reject any or all proposals and to accept any proposal which are deemed to be in the best interest of the City.

**CITY OF LAURINBURG
LAURINBURG, NORTH CAROLINA**

Signature

Title

NOTICE AND INSTRUCTIONS

SECTION N

NOTICE AND INSTRUCTIONS

NOTICE

The City of Laurinburg, North Carolina (hereinafter called the "City" or "Owner", will receive sealed proposals for furnishing load management switch replacement services. The time and location will be as stated below.

Location: City of Laurinburg
Public Works Facility
503 Hall Street
Laurinburg, North Carolina 28352

Time: 2:00 p.m., EDT
Date: Wednesday, August 1, 2018

The proposals will then be publicly opened and read.

INSTRUCTIONS

1. Proposals and all supporting documents must be submitted in a sealed envelope addressed to:

Mailing Address:

City of Laurinburg
P.O. Box 249
Laurinburg, North Carolina 28353
Attention: Mr. Jason Lighthall

Physical Address:

City of Laurinburg
503 Hall Street
Laurinburg, North Carolina 28352
Attention: Mr. Jason Lighthall

2. The name and address of the Contractor, and the date and hour of the opening of the Proposals must appear on the envelope in which the Proposal is submitted. Proposal shall also be marked "**SEALED PROPOSAL FOR LOAD MANAGEMENT SWITCH REPLACEMENT SERVICES.**"
3. Contractors will be required to comply with all applicable statutes, regulations, etc., as set forth by the State of North Carolina and those attached to and made a part of these documents.
4. Any conditions, requirements, or restrictions included as part of the Contractor's Proposal as set forth in these Notice and Instructions may result in the proposal being deemed non-responsive.
5. Each Contractor shall show, as a separate item, the amounts which will be payable by the successful Contractor as a result of taxes imposed by any taxing authority for installation of these materials, supplies, and equipment included in any taxable items furnished.

6. The City reserves the right to waive irregularities or minor errors in the proposal which appear to have been made through inadvertence, provided such irregularities or errors so waived are corrected on the proposal prior to its acceptance by the City. The City also reserves the right to reject any and all proposals or to accept any proposal which is deemed to be in the best interest of the City.
7. Specifications may be obtained at the office of the Purchaser's Engineer, Progressive Engineering Consultants, Inc., P.O. Box 690638, Charlotte, North Carolina 28227, or by calling (704) 545-7327.

CITY OF LAURINBURG
LAURINBURG, NORTH CAROLINA
(Owner)

PROGRESSIVE ENGINEERING CONSULTANTS, INC.
(Engineer)

Date: July 2, 2018

PROPOSAL

SECTION P

PROPOSAL

<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Remove existing switch and install City provided air conditioner switch	1,115	x \$ _____ ea.	\$ _____
Remove existing switch and install City provided water heater switch	1,050	x \$ _____ ea.	\$ _____
Install new City provided air conditioner switch	TBD	x \$ _____ ea.	
Install new City provided water heater switch	TBD	x \$ _____ ea.	
Remove existing air conditioner load control switch at customer request	TBD	x \$ _____ ea.	
Remove existing water heater load control switch at customer request	TBD	x \$ _____ ea.	
Service Call - Replace or remove defective load control switch	TBD	x \$ _____ ea.	
Service call - Unable to install switch due to code violation or inaccessibility or malfunctioning equipment found	TBD	x \$ _____ ea.	
			Total Cost \$ _____

APPLICABLE PRICE TERMS:

EXCEPTIONS:

Contractor

Address

City State Zip

Telephone

By

Print Name

Title

Date

Number of persons included in each crew: _____

Number of crews to be assigned to the project: _____

Anticipated number of switch replacements/week: _____

Anticipated calendar months to complete: _____

The Contractor shall not be compensated for the removal of existing switches at a home in order to accommodate the installation of new load control switches. The removal bid costs shall only be allowed when the Contractor is removing a switch with no new switch being installed.

Should defect occur during the one year warranty period due to substandard installation by the Contractor, the Contractor shall not be compensated for the repair/replacement.

SPECIFICATIONS

SECTION S

I. PURPOSE AND INTENT

The City of Laurinburg will receive proposals for replacing approximately two thousand one hundred sixty-five (2,165) load management switches. Work shall begin as soon as funds are available after July 1, 2018.

II. SPECIFICATIONS OF RFP AND SCOPE OF SERVICES

1. The Contractor shall be responsible for the following:
 - a. The City will conduct an initial mailing to the current load management customers, but the Contractor will be responsible for contacting and scheduling the replacement of the load management devices. The Contractor will not receive compensation for missed appointments. Appointments shall be scheduled by the Contractor at the convenience of the customer, which may include evenings or weekends. A single point of contact shall be established for all scheduling events and issues.
 - b. Verifying and removing existing load management switch or switches.
 - c. Confirming compatibility of replacement equipment to be installed.
 - d. Confirming proper operation of air conditioner and/or water heater prior to installation of the new switch or switches. Any abnormalities in the operation of said equipment shall be explained to the customer by the contractor. Contractor shall only install the City switch or switches on correctly functioning customer equipment.
 - e. Completing the "Contractor Checklist", for each install and returning to the designated Contract Administrator. The checklist shall be used by the Owner to verify monthly invoices submitted by the Contractor.
 - f. Installation is clean, neat, proper, and meets all applicable codes and construction methods.
 - g. Installing the air conditioner switch or switches supplied by the City of Laurinburg and verifying proper operation of the system following installation.
 - h. Installing the water heater switch or switches supplied by the City of Laurinburg on the water heater circuit and verifying correct operation of the water heater following installation.
 - i. The Contractor will be expected to respond to trouble calls generated from the customer or the City's Operations Staff. These trouble calls shall be dispatched during normal business hours. Normal business hours shall be assumed to be 8 AM to 5 PM on weekdays.
 - j. If the City's equipment is not functioning, the unit will be removed or replaced, at the customer's direction, and the Contractor shall be paid the applicable contract unit price. If there is a problem with the Contractor's installation of the City's

equipment within one (1) year from the date of installation by the Contractor, the unit shall be removed or replaced, at the customer's direction, at no cost to the City.

2. The equipment supplied by the City of Laurinburg for installation is as follows:
 - a. Air Conditioner Switch – Nexgrid ecoSwitch LC (3 relay) with 5 AMP Relay for the thermostat circuit.
 - b. Water Heater Switch – Nexgrid ecoSwitch LC with one 30 AMP Relay.

III. INSURANCE

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies.

The Contractor shall provide a signed Proof of Insurance and such endorsements as prescribed herein and shall have it filed with the City before any portion of the project is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid Proof of Insurance will result in suspension of all monthly payments until the new certificate is furnished.

1. Worker's Compensation
 - a. Coverage to be in compliance with the Workers Compensation Law of the State of North Carolina.
 - b. State.....Statutory
 - c. Applicable Federal.....Statutory
 - d. Employer's Liability.....\$100,000
2. Commercial General Liability (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations; Premises Operations):
 - a. Combined Single Limit
\$3,000,000 - Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

If policy contains a general aggregate limit, it shall apply separately to each project.

- b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City.
3. Automobile Liability (Owned, Non-Owned, Hired)
 - a. \$1,000,000..... Each Accident
(Bodily Injury and Property Damage) in primary policy or through use of umbrella or Excess Limits.
 4. Professional Liability/Errors and Omissions
 - a. Minimum Limits:
\$3,000,000..... Each Claim

IV. SUBCONTRACTORS

Contractor shall include a list of all subcontractors with the proposal. The City reserves the right to reject the successful Contractor’s selection of subcontractors for good cause. If a subcontractor is rejected, the Contractor may replace that subcontractor with another subcontractor subject to the approval of the City. Any such replacement shall be at no additional expense to the City.

V. MISCELLANEOUS

A. AUTHORITY OF AGENTS

1. Contractor’s Agent
Each Proposal must be signed by a person authorized to bind the Contractor to a valid Contract with the City. For a sole proprietorship, the principal may sign. The City may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the City may declare the award void if it is in its best interest to do so.
2. City’s Agent
The City Manager or designated staff member has the final responsibility and full authority for issuance of requests for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the City of Laurinburg. No other City officer or employee is authorized to add to, vary, or waive terms of the RFP, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the City for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The City will not honor or ratify any void action of its employees or agents.

3. Non-appropriation of Funds

- a. The authority of agents for the City is limited by appropriations. In subsequent fiscal years, the City may reduce or eliminate appropriations related to the procurement which is the subject of this RFP without liability to the Contractor or any third party.
- b. By issuing a Purchase Order, the City represents that sufficient appropriations have been made to meet the cost of the procurement in the current fiscal year.

B. EXAMINATION OF DOCUMENTS

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the North Carolina Freedom of Information Act.

1. Prior to Award

Any Contractor upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, unless the City decides not to accept any of the proposals and to reissue the RFP. Otherwise, proposal records shall be open to public inspection only after award of the project. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY OWNED BUSINESSES

1. In General

The City does not discriminate against Contractors on the basis of race, religion, color, sex, national origin, age or disability, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Contractor believing that it or another Contractor has been discriminated against on that basis should immediately make the City aware of the basis for that belief.

CONTRACTOR CHECKLIST

CUSTOMER ADDRESS: _____

TYPE OF INSTALL: AC _____ WH _____ BOTH AC AND WH _____

WAS EQUIPMENT OPERATIONAL ON ARRIVAL? _____

REPLACEMENT SWITCH? _____ or NEW INSTALLATION? _____

NUMBER OF A/C SWITCHES INSTALLED _____

LAST 5 DIGITS OF SERIAL NUMBER ON A/C SWITCH _____

LOCATION OF SWITCH AT SITE: _____

NUMBER OF W/H SWITCHES INSTALLED _____

LAST 5 DIGITS OF SERIAL NUMBER ON W/H SWITCH _____

LOCATION OF SWITCH AT SITE: _____

NUMBER OF A/C SWITCHES REMOVED _____

NUMBER OF W/H SWITCHES REMOVED _____

NOTES:

INSTALLER: _____

DATE: _____ TIME: _____