

High Efficiency Lighting Conversion
County of Cheshire
Request for Proposals

The County of Cheshire is requesting Letters of Interest followed by a Detailed Proposal from qualified lighting and electrical contractors to replace and/or retrofit existing light fixtures with High Energy Efficient lamps and fixtures, (i.e. Super T8's and similar), at the Cheshire County ("County") Administration Building, 33 West Street, Keene, NH 03431

Submissions:

Interested parties are required to submit a Letter of Interest before February 1, 2012 generally describing their capacity and experience to undertake such a project.

Parties submitting a Letter of Interest will be invited to a bidder's walkthrough scheduled for February 15, 2012.

Final proposals will be due no later than 4 PM on February 29, 2012. Letters and Proposals should be sent to the Cheshire County Project Manager, 33 West Street, Keene NH 03431. The County reserves the right to waive informalities and reject any and all proposals.

The award of the work to the Contractor will be made not later than March 14, 2012.

Scope of Work:

1. The Scope of Work includes removal and proper disposal of existing lighting ballasts and all lamps as part of the conversion. The selected contractor will also be responsible for taking into consideration the varying lighting standards and requirements of different areas in the facility.
2. The American Recovery and Reinvestment Act (ARRA) Energy Efficiency and the Conservation Block Grant Program are funding this project. The selected contractor will be required to comply with federal Davis Bacon and Buy American ARRA provisions.
3. The Contractor acknowledges that the County's sole funding source for this project is through The American Recovery and Reinvestment Act (ARRA) Energy Efficiency and the Conservation Block Grant Program.
4. The Contractor further acknowledges that the County's liability for payment is limited to the County receiving funds from these sources. If the Grant funds are withdrawn or otherwise made unavailable to the County, the County shall have no responsibility or liability to compete the project.
5. The Contractor acknowledges the acceptance of risk of non-payment, without limitation, for work performed should the grant funding be discontinued or withdrawn from the County by the grant funding sources.
6. Contractor shall provide all design and construction services required to implement the lighting plan proposed by Contractor and selected by the County and shall provide final "as-built" documentation and final energy reduction calculations.

7. Contractor shall be responsible for securing and available utility incentives, including all application and associated calculations. Payments from utility shall be deducted from final payment to contractor.
8. Contractor shall provide commissioning services for any new controls incorporated in the lighting redesign, including adjusting and testing control sensitivity and delay settings so that lights are controlled as per manufacturer recommendations.

Schedule of Work

1. The County desires to have the lighting project started within 7 to 14 days after contract the award meeting and completed within 60 calendar days.
2. There shall be a \$100/day late penalty should the contractor fail to meet the scheduled completion date.

General Conditions and Requirements

1. The contractor shall be responsible for obtaining any and all work permits as may be required to accomplish the scope of work
2. The contractor shall be responsible for coordinating with and making application to utility for Energy Conservation incentives / rebates that are available for this project.
3. The contractor shall maintain a clean work area at all times and all trash must be hauled away to the contractor's facility or other acceptable disposal site.
4. All work shall be coordinated and scheduled with the County Project Manager / County Administrator to avoid disruption of operations and inconvenience of residents. The contractor shall make every effort to minimize the noise created by work being accomplished.
5. All work accomplished must comply with New Hampshire building code and safety standards for electrical work.
6. All lighting must comply with ANSI/ASHRAE/IESNA 90.1-2007 requirements
7. Approval and award of a contract is dependent upon the approval and availability of funding to accomplish the project.
8. Upon acceptance of a contract award and commencement of work, the contractors must submit to the County Project Manager / County Administrator a weekly report of labor and material expenditures as well as schedule adherence.

Proposal Requirements

1. All submittals shall contain one (1) original and two (2) copies of the completed bid package.
2. Bidder is requested to submit proposals for lighting re-design as appropriate and necessary and well as to supply labor and materials for the LED conversions.
3. All bids shall be submitted in conformance with the specifications, conditions, scope of work, schedule of work, general specifications, and any detailed specifications that are considered

as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

4. For the proposed lighting design, Bidder shall provide a spreadsheet with a line-by-line inventory of current lighting and recommended changes, original and proposed watts per fixture, assumed operating hours, annual kW savings for each fixture, proposed labor and material cost for the change, any incentives that are available and a simple pay back for each change. A total savings and net cost should be summarized at the bottom of each spreadsheet with an overall payback. Proposals should note areas where Bidder is recommending changes or adjustments in illumination levels.

5. Bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provisions of this contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and/or services or products delivered.

6. Bidder shall submit a proposed schedule for mobilization for and completion of each option.

7. Bidder shall submit a listing of the mobilized equipment to be used and number of employees required to perform the work and/or services.

8. Bidder shall provide a list of references and current clients (3 minimum each) that includes their names, addresses, and telephone numbers providing testimony to the work to be performed and/or services or products delivered.

9. Bidder shall submit a summary of qualifications and work experience together with a statement regarding the number of years the bidder has performed the work and/or services or products delivered. Lack of experience on the part of the bidder may be grounds for disqualification.

Award

Before making its award, the County shall consider the project proposal, work, and/or services or products delivered that best serves the needs and financial interests of the Town. The County acting through the County Administrator reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the County.

The decision of the County shall be final.

All bids submitted shall be held firm and not withdrawn for 90 days from bid opening.

Warranties

In addition to any guarantees or warranties provided by equipment manufacturers, all work shall be warrantied by the Bidder for 12 months from date of acceptance. The warrantee shall cover equipment malfunction or failure and the associated labor to rectify the problem.

Change Orders, Payment Requisitions, Final Payment & Retainage

1. All change orders shall be approved by the County acting through the County Project Manager or the County Administrator, prior to the implementation of said change in work.
2. Payment requisitions for work in place may be submitted monthly. The amount billed shall correspond to the percentage of the work performed by the Contractor by the end of the month. Payment will represent work in place, less 10% retainage of the payment.
3. Payment will be made within thirty (30) days of receipt of bill.
4. Contractor, with the request for final payment, shall provide to the County as-built drawings, which shall include at a minimum the following:
 - Description and location of all lighting fixtures and controls
 - Description and location of all emergency lighting
5. Before issuance of the final payment, the contractor shall certify in writing that all payrolls, materials, billings and other indebtedness pertaining to the lighting project have been paid.
6. Before issuance of the final payment, the contractor shall certify in writing and provide necessary documentation that all ARRA provisions have been complied with, including but not limited to Davis Bacon and Buy American provisions.
7. The retainage shall be held for 12 months following completion of the project. The retainage will serve to warrantee all project work performed under this contract.

Insurance

The successful bidder shall submit to the County Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the County."

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The County shall be named as an additional insured on each insurance policy.

The following shall be considered minimum standards for insurance required to perform the work or services provided for the County:

A. General Coverage

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00

B. Workers' Compensation

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire Law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A Statutory

Coverage B \$1,000,000.00

C. Sub-contractor Insurance

In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same General Coverage Insurance and Workers' Compensation Insurance as described above for all of the sub-contractor's employees that are to be engaged in such work, unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance.

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the Workers' Compensation statute, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

D. Cancellation of Insurance

The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10 days written notice to the County.

Sub-Contractors

All sub-contractors used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the County prior to any sub-contractor performing any work under the awarded contract.

Laws, Permits, and Licensing

It is the successful bidder's responsibility to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed and/or services or products delivered.

Indemnification

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the County and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

Termination

The County acting through the County Administrator retains the right under this contract to terminate work and/or services or products delivered and dismiss the successful bidder for non-performance with five (5) working days' notice.

Additionally, upon such termination the County reserves the right to award the contract to another bidder for completion of work and/or services or products delivered under this bid.

All disputes shall be decided under the laws of the State of New Hampshire.