

Solicitation (RFP) No: 43EnergyCodeEnforcemntTraining

Bidder/Offeror: \_\_\_\_\_

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ATTENTION

Federal Employer Identification Number or alternate identification number  
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

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STATE OF NORTH CAROLINA  
REQUEST FOR PROPOSALS

RFP 43EnergyCodeEnforcemntTraining

**TITLE: Training for North Carolina Code Enforcement Officers on the 2009 North Carolina Energy Conservation Code**

USING AGENCY: Department of Commerce, State Energy Office (SEO)

ISSUE DATE: June 18, 2010

ISSUING AGENCY: Department of Commerce, State Energy Office (SEO)

Sealed Proposals subject to the conditions made a part hereof will be received until **10:00 a.m. on Monday, August 2, 2010**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

| <u>DELIVERED BY US POSTAL SERVICE<br/>(REGULAR/STANDARD MAIL ONLY)</u>                                                                                     | <u>DELIVERED BY ANY OTHER MEANS/SPECIAL<br/>DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP NO. 43EnergyCodeEnforcemntTraining<br>NC Department of Commerce<br>Purchase and Contract Officer<br>4302 Mail Service Center<br>Raleigh, NC 27699-4302 | RFP NO. 43EnergyCodeEnforcemntTraining<br>NC Department of Commerce<br>Purchase and Contract Officer<br>301 N Wilmington Street, Room 586<br>RALEIGH NC 27601 |

\*\*\*\*\*SPECIAL NOTE – PLEASE READ\*\*\*\*\*

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. This is a one-step process. The Technical and Cost Proposal will be evaluated together.

IMPORTANT NOTE: If delivered in person, please allow additional time for parking and passing through security. It is the responsibility of the contractor to ensure proposals are received in Room 586, **PRIOR TO** the closing date and time. Late proposals will automatically be disqualified. Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be accepted.

Direct all inquiries concerning this RFP to:

Allison Tart  
Purchase & Contract Officer  
NC Department of Commerce  
301 N. Wilmington Street, Room 586  
Raleigh, NC 27601

atart@nccommerce.com

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until 10:00 a.m. on Thursday, July 15, 2010. A summary of all questions and answers will be posted on the Internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if required, signed and returned.**

**ALL QUESTIONS SHALL BE SUBMITTED IN WRITING OR EMAIL. THE EMAIL ADDRESS AND MAILING ADDRESS IS LISTED ABOVE. NO QUESTIONS SHALL BE ANSWERED BY PHONE.**

<http://www.pandc.nc.gov/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

## 1.1 INTRODUCTION -- Code Enforcement Officials Only. (Refer to attachment of code officials by county)

The State Energy Office requests proposals from contractor(s) to develop, implement, and execute the training of North Carolina Code Enforcement Officers on the 2009 or later North Carolina Energy Conservation Code and any energy code related changes that occur prior to the end of this project. The selected contractor(s) shall work with the State Energy Office (SEO) and the North Carolina Department of Insurance (DOI) to approve the training material and instructors after award. This training shall be made available to all Code Enforcement Officers within the state. Currently, there are approximately 490 jurisdictions and 1,336 Building, 1,078 Electrical, 1,127 Mechanical and 1,123 Plumbing licensed code enforcement officers. Many of these may have certification in more than one field so these numbers include duplications. No fees are permitted during the term of this contract

Proposals are sought to incorporate the following core service tasks: 1) development of training content and material for the 2009 North Carolina Energy Conservation Code; 2) delivery of training to all code enforcement officers in all jurisdictions in North Carolina; 3) development of an online educational reference program; 4) creation and development and writing of a tutorial on the 2012 North Carolina Energy Conservation Code and 5) develop a method to verify code enforcement compliance with the 2009 North Carolina Energy Conservation Code. Training and support shall be focused on the current Energy Code standards, or if the Energy Code is amended, on the newer standards. Building science techniques shall be incorporated. The focus of these support efforts shall be to build a long-term understanding of the code requirements and lasting capabilities of the construction marketplace to meet or exceed all required Energy Code standards in building designs, approved plans and constructed buildings. A significant intent of this support effort is to achieve building compliance with the Energy Code in order to meet requirements of the American Recovery and Reinvestment Act of 2009 (ARRA). All aspects of this proposal implementation shall be completed no later than January, 2012.

The successful contractor(s) shall present an outline of the course to the DOI which shall submit for Code Council approval and the designation of CEU credits. This process could take up to 8 weeks. All payments under this RFP shall be contingent upon the approval for CEU credits and no payments shall be made prior to the acceptance.

**FUNDING** - The state reserves the right to award this RFP in whole or in part at its sole discretion.

## 1.2 BACKGROUND

### American Recovery and Reinvestment Act

The State Energy Office (SEO) offers this solicitation as part of the federal American Recovery and Reinvestment Act (ARRA) to encourage energy conservation and economic investment in energy technologies. ARRA and U.S. Department of Energy guidelines also require that projects adhere to a number of reporting and project implementation standards that are outlined below.

Projects under this Grant Announcement shall be funded by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously. Accordingly, special consideration shall be given to projects that promote and enhance the objectives of the Act, especially job creation and preservation, and economic recovery.

Be advised that special terms and conditions shall apply to projects funded by the Act relating to but not limited to, the following:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Access to records by Inspectors General, Government Accountability Office, Department of Energy, State Auditors Office and the Office of Budget and Management;
- Prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- Ensuring that Buy American Provisions are followed;
- Ensuring wage rates comply with Davis-Bacon and are comparable to those prevailing on projects of a similar character;
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general.

Special terms and conditions shall be based on provisions included in Titles XV and XVI of the Act. The exact terms and conditions shall be provided when available. The currently available Special Provisions are located at: [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm).

The Office of Management and Budget (OMB) has issued Initial Implementing Guidance for the Recovery Act. See M-09-10, Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009. OMB shall be issuing additional guidance concerning the Act in the near future. It is incumbent upon the applicant to consult the DOE website, [www.energy.gov](http://www.energy.gov), the OMB website <http://www.whitehouse.gov/omb/>, and the Recovery website, [www.recovery.gov](http://www.recovery.gov) regularly to keep abreast of guidance and information as it evolves. The applicant is responsible for any requirements or costs associated with this funding, no additional funding shall be provided under the grant.

Recipients of funding appropriated by the Act shall comply with all applicable requirements of Federal, State, and local laws, rules, regulations, DOE Award Agreement EE 0000157, policy and guidance issued by the U.S. Department of Energy (DOE), the U.S. Office of Management and Budget (OMB), the U.S. Department of Labor (DOL), the Environmental Protection Agency (EPA), and the N.C. Office of Economic Recovery and Investment (OERI). Given the rapidity with which funds shall be disbursed under the Act, and the subsequent development of implementation requirements, Recipients are subject to changes to these requirements that may, from time to time, be issued subsequent to issuance of this RFP by implementing Federal and State agencies, through directives or otherwise, as they may apply to Recipient's funding and related performance. Recipients are required to reflect all of the foregoing requirements in their agreements with sub-recipients at any tier to the extent necessary to ensure the compliance with the requirements.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting shall be separate to meet the reporting requirements of the Recovery Act and related OMB Guidance. Applicants for projects funded by sources other than the Recovery Act shall plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act. Funding provided through the Recovery Act that is supplemental to an existing grant is one-time funding.

All projects are subject to monitoring site visits before, during, and after project completion to verify progress and system operation.

### 1.3 SCOPE OF WORK

This competitive solicitation shall provide for the service(s) requested. Proposal(s) shall be submitted for the categories listed below. Specify hours of work proposed for each Task - include material preparation and class instruction. Provide an overall timeline in months for each tasks showing detail. The State of North Carolina shall be held harmless by the contractor(s) for the continued use of any and all material provided by the contractor(s) and all material shall become the property of the State of North Carolina.

#### **Task 1: Development of Training Content and Material for the 2009 North Carolina Energy Conservation Code**

**Background:** Ongoing training is critical to successfully supporting newer or advanced codes and standards, particularly at the initial point of adoption. This training material and content shall be approved by the North Carolina Department of Insurance, and the North Carolina Energy Office

#### **Content of Residential and Commercial Energy Code Training Material:**

Develop two modules on the Energy Code for local code officials. The audience for these sessions shall be local code enforcement officials. There shall be separate modules for residential and commercial. Each module shall be approximately six hours in length, and shall employ adult learning techniques and active participant involvement. ***(Baseline code training shall be the 2009 North Carolina Energy Conservation Code, as amended and shall be updated as the 2012 Code becomes available.)***

***Both modules shall be readily adaptable to updates to the North Carolina Energy Conservation Code.***

**Deliverables:** Prepare and present a draft and final course syllabus and training materials for each of the modules. This training material and content shall require the approval by the North Carolina Department of Insurance, and the North Carolina Energy Office prior to acceptance for use in instruction. All payment(s) under this RFP are contingent upon the approval of the content by the SEO.

**Task 2:           Delivery of Training to all Code Enforcement Officers in all Jurisdictions:**

**Background:** Training shall be made available to all code enforcement officers in North Carolina.

**Delivery of Training for the Current North Carolina Energy Conservation Code**

1. For pricing purposes, the contractor(s) shall provide enough class locations and frequency so that no jurisdiction is more than 60 miles from a training site. The North Carolina Energy Office shall coordinate with the providers to finalize all locations. Multiple presentations at various sites shall be required to allow full participation by code officials. Contractor(s) shall state the number of sites proposed to fulfill this requirement.
2. Contractor(s) is responsible for providing an appropriate facility. The facility shall accommodate a minimum of 30 to and a maximum of 50 participants; provide adequate parking for participants; be within a reasonable distance of restaurants; and provide adequate lighting and HVAC.  
  
Contractor(s) shall specify the qualifications of proposed instructors.
3. Contractor(s) shall provide all necessary training materials, not including any North Carolina Building Code books.
4. Contractor(s) shall provide all necessary presentation equipment, such as, computers, projectors, etc.
5. Contractor(s) shall work with local jurisdictions, North Carolina Department of Insurance, and the North Carolina Energy Office to promote the training location, time and material to be covered; provide notice to all inspection departments of scheduled classes throughout the state; and provide notice to local media.
6. Video the presentation
7. Contractor(s) shall specify the method of preregistering code officials and provide for multiple sessions if the number of preregistrations require. Contractor(s) shall specify method of addressing scheduled classes that have too few code officials - include approach to providing the training to the few that are preregistration.

**Deliverables:** These training classes and instructors shall be approved by the North Carolina Department of Insurance, and the North Carolina Energy Office. The contractor(s) shall work with North Carolina Department of Insurance to ensure that continuing education credits are given to the code enforcement officers for their participation in these classes. State the number and locations of proposed training sites, maximum and minimum number of participants; promotion of classes, providing participant feedback on the session, and verification of attendance. Show appropriate time line for all deliverables.

**Task 3:           Develop an Online Energy Code Training Program:**

**Background:** Traditionally, online training courses have not been widely available or used by code enforcement officials and one does not currently exist for the energy code.

**A.   Develop an Online Training Module for the Current North Carolina Energy Conservation Code**

Use the modules in Task 1, as an outline to develop the training. Online content shall contain at a minimum, PowerPoint, video, text and oral instruction with the ability of the viewer to download information. Video of energy code compliance items shall be included such as proper installation of blown down doors, crawls space conditioning, solar thermal installation, PV installation and wind installation. The preceding is provided as examples and is not to be construed as a complete list.

Provide details on (1) providing non-interactive on-line reference material - handouts from training sessions, power point presentations, videos, etc. - beyond the end of the contract and (2) detailed materials that shall be available for downloading at participant's site and (3) on procedures to update the content as the Energy Conservation Code is amended or changed.

***(Baseline code training shall be the 2009 North Carolina Energy Conservation Code, as amended; 2012 North Carolina Energy Code shall be included to the extent it is available.)***

**Deliverables:** Submit a proposal to provide online Energy Code training courses as described. Develop online interactive course content and structure. The contractor(s) (s) shall be responsible for hosting and delivering the ~~courses online in addition to providing on-site training if required.~~ Obtain required licenses and approvals for all materials, if necessary, from all parties including North Carolina Department of Insurance, and the North Carolina Energy Office. The State of North Carolina shall be held harmless by the contractor(s) for the continued use of any and all material provided by the contractor(s). Work with the North Carolina Department of Insurance and the North Carolina Information Technology Services to develop website hosting, delivery capabilities, and maintenance issues for the non-interactive website which shall serve as a reference site. Work with Department of Insurance to qualify each learning unit or continuing education credits (as appropriate) and to track participants. Provide a training schedule for the entire period of the contract which shall be distributed to all code officials. If Task 3 requires coordination with a separate contractor(s), specify method, timelines and responsibilities to coordinate with another contractor(s) (s) responsible for other task(s).

**B. Creation, Development and Writing of a Tutorial on the 2012 North Carolina Energy Conservation Code:**

**Background:** Currently, a tutorial does not exist for the 2009 North Carolina Energy Conservation Code. The proposed 2012 North Carolina Energy Conservation Code is being finished and is currently available for public comment until June 2010. This information can be access at the following sites:

2012 NC State Buildings Codes – Petitions for Rulemaking – Committee Minutes  
[http://www.ncdoi.com/OSFM/Engineering/BCC/engineering\\_bcc\\_ah\\_minutes.asp](http://www.ncdoi.com/OSFM/Engineering/BCC/engineering_bcc_ah_minutes.asp)

2012 NC State Building Codes - Summary Amendments  
[http://www.ncdoi.com/OSFM/Engineering/BCC/engineering\\_bcc\\_codes\\_2012\\_proposed.asp](http://www.ncdoi.com/OSFM/Engineering/BCC/engineering_bcc_codes_2012_proposed.asp)

**Deliverables:** The tutorial should be provided in multiple medium - power point presentations, video of the proper methods of installation and inspection, and printed material that can be downloaded. The tutorial shall explain the concepts and ideas of the code and follow the IECC recommended standards; practical guidelines; examples of compliance; and a checklist. The checklist shall include but not be limited to the following: duct testing, crawl space conditioning, blower door, wall penetrations, seals at the top and bottom of walls, etc. This shall be in collaboration with the North Carolina Department of Insurance, The North Carolina Building Code Council and North Carolina Energy Office.

**Task 4: Verify Code Enforcement Compliance with the 2009 North Carolina Energy Conservation Code:**

**Background:** There is limited knowledge of how compliant the state is in inspecting the work permitted and constructed under the current North Carolina Energy Conservation Code.

**Deliverables:**

Develop a protocol for measurement to assess the compliance with the North Carolina Energy Conservation Code in use at the time the training classes have been completed. Develop and validate the checklist for code enforcement which shall track compliance with implementing the code.

**Prohibited Communications:** FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT ~~IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS~~ DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

### ONE-STEP:

1. A deadline for written questions is set. (See page 2 of this RFP for details).
2. Proposals in two (2) originals, four (4) copies and (1) electronic copy will be received from each offeror in a sealed package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency not later than the date and time specified on page 2 of this RFP. The State is not responsible for the timeliness of delivery and exceptions shall not be made.
4. At that date and time the package containing the proposal from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
5. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
6. Proposals will be evaluated according to completeness, content, experience with similar projects, and the ability of the offeror and its staff, and cost. The award will be determined by the combination of technical **and** cost. Cost will not be the sole determining factor in the award.

Below are the evaluation criteria and the points for each criterion that shall be used to score and rank proposals. Proposals shall address every criterion. Proposals shall be specific to the project site and offer supporting calculations and/or descriptions when necessary. More points in a criterion shall be awarded for project specific calculations and documentation. Ability to respond to this RFP in a clear, concise, and organized manner shall be viewed as an indicator of the contractor(s)'s ability to execute the tasks described within this RFP.

Specific evaluation criteria are noted in this RFP and as noted below:

### TECHNICAL

Firm or Organization Background and Experience – 10 possible points  
(2 possible points for each of the 5 tasks)

Project Organization – 20 possible points  
(4 possible points for each of the 5 tasks)

Technical Approach – 30 possible points  
(6 possible points for each of the 5 tasks)

Total Maximum Possible Points for Technical: 60

### COST

Total Cost – 30 points

Total Maximum Possible Points for Cost: 30

### **Total Maximum Possible Points – 90 points**

The State Energy Office reserves the right to award multiple grants at its sole discretion and upon funding availability.

7. In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

Total cost to the State  
Level of quality provided by the vendor  
Process capability across multiple jurisdictions  
Protection of the State's information and intellectual property  
Availability of pertinent skills  
Ability to understand the State's business requirements and internal operational culture  
~~Risk factors such as the security of the State's information technology~~  
Relations with citizens and employees  
Contract enforcement jurisdictional issues

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8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

## PROPOSAL REQUIREMENTS

The response to this RFP shall consist of the following sections:

Firm or Organization Background and Experience  
Project Staffing and Organization  
Technical Approach  
Cost Approach  
Outsourcing – Where the services are to be performed  
Execution of Proposal Page

### 1. Firm or Organization Background and Experience Up to 10 Points

Vendors include companies and organizations with successful, extensive experience in training, energy code training, writing commentaries, and compliance. This section shall include documented background information on the organization and shall give details of demonstrated experience with code training or similar projects, including but limited to, course development and delivery, building code work and establishing performance criteria. A list of at least three (3) references (including contact persons and telephone numbers) for which similar work has been performed shall be included.

Task 1: Maximum of 2 points

2 points for demonstrated experience with development of Energy Code training content and material; or  
1 point for demonstrated experience with development of other types of building code training content and material;  
or  
0 points for no experience with development of energy code or building code training content and material.

Task 2: Maximum of 2 points

2 points for demonstrated experience with delivery of Energy Code training content and material; or  
1 point for demonstrated experience with delivery of other types of building code training content and material; or  
0 points for no experience with delivery of energy code or building code training content and material.

Task 3A: Maximum of 2 points

2 points for demonstrated experience with development of online Energy Code training program; or  
1 point for demonstrated experience with development of other types of building code online training program; or  
0 points for no experience with development of energy code or building code online training program.

Task 3B: Maximum of 2 points

2 points for demonstrated experience with writing Energy Code tutorial; or  
1 point for demonstrated experience with writing other types of building code tutorials; or  
0 points for no experience with writing energy code or other building code tutorials.

Task 4: Maximum of 2 points

2 points for demonstrated experience in development of Measure and Verification (M&V) protocol to assess energy code compliance; or  
1 point for demonstrated experience in development of M&V protocol to assess other types of building code compliance; or  
0 points for no experience in development of M&V protocol to assess energy code or building code compliance.

## 2. Project Staffing and Organization

Up to 20 Points

This section shall include the proposed staffing, deployment and organization of personnel to be assigned to this project. The offeror shall provide information as to the qualifications and experience of all instructional, executive, managerial, and supervisory personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Resumes shall include task specific references. Include information to demonstrate possession of technology and learning techniques that shall be needed for each task, and ability to develop method for tracking, monitoring and reporting.

For Tasks 1 through 4:

- 4 points if all instructors have experience in energy code and in instruction; or
- 3 points if a portion of the instructors has experience in energy code and instruction, and the other portion has experience in other areas of building code; or
- 2 points if all instructors have experience in building code areas other than energy code; or
- 1 point if portion of instructors has experience in building code areas other than energy code and other staff has no experience; or
- 0 points if no experience demonstrated.

## 3. Technical Approach

Up to 30 Points

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the timeline for accomplishing each task shall be included. For task contingent upon the completion of a previous task, please base each task timeline separately assuming the delivery of the contingent task. Submit examples of similar projects successfully completed. Examples may be submitted in hardcopy and/or digital format.

## 4. Cost Approach

Up to 30 Points

Contractor(s) shall submit cost proposals for each task individually. The cost proposal shall include: cost of each task, administrative cost, site cost, IT cost and if applicable, cost of license. Proposed cost shall be analyzed as to its appropriateness, relationship to the task proposed in the Technical Approach, comparison with other projects completed by the bidder, and other considerations deemed pertinent.

For Task 1 through 3:

- Overall Cost: up to 2 points per task [6 points maximum]
  - 2 points for Low cost
  - 1 point for all but the high cost
  - 0 points for high cost
- Payment Schedule: up to 4 points per task [12 points maximum]
  - Based on tangible delivery of project and scope of work
- Distribution of Funds Among Task: 1 point per task [3 points maximum]
- Administrative Cost: up to 3 points per task [9 points maximum]

Cost Proposal page must be completed in full. Failure to complete shall result in the disqualification of your proposal.

## 5. Outsourcing

### A. Outsourcing outside the United States

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State. For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractor(s), employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractor(s).
- c) Full details on the company or entity shall be provided to the same degree as required of the vendor.

**B Outsourcing Inside the United States**

The Vendor must detail any aspects of their proposal that shall be subcontracted to another company or entity. Full details on the company or entity shall be provided to the same degree as required of the vendor.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

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**6, Execution of Proposal Page**

Execution Page shall be completed in full, including signature and cost information. Failure to comply shall result in immediate disqualification.

## EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

~~All labor costs, direct and indirect, have been determined and included in the proposed cost.~~

The offeror can and will provide the specified performance bond or alternate performance guarantee

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **90** days from the date of the opening, to furnish the subject services for a **cost not to exceed \$**\_\_\_\_\_.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

\_\_\_\_\_

Will any of the work under this contract be performed outside the United States?  
(If yes, describe in technical proposal.)

☐ Yes ☐ No

**N.C.G.S. § 133-32 and Executive Order 24** prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. UNSIGNED PROPOSALS SHALL BE DISQUALIFIED.**

ACCEPTANCE OF PROPOSAL: North Carolina Department of Commerce

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Where Service Contracts Will Be Performed**

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),  
This form is to be completed and submitted with the applicant's (technical) proposal/bid.

.....

Issuing Agency: **State Energy Office**

Solicitation # 43EnergyCodeEnforcemntTraining

Solicitation Title/Type of Services:

**Training for North Carolina Code Enforcement Officers on the 2009 North Carolina Energy Conservation Code**

OFFEROR: \_\_\_\_\_

City & State: \_\_\_\_\_

Location(s) from which services will be performed by the **contractor**:

| Service | City/Providence/State | Country |
|---------|-----------------------|---------|
| _____   | _____                 | _____   |
| _____   | _____                 | _____   |
| _____   | _____                 | _____   |

Location(s) from which services are anticipated to be performed **outside the U.S. by the contractor**:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Location(s) from which services shall be performed by **subcontractor(s)**:

| Service | Subcontractor | City/Providence/State | Country |
|---------|---------------|-----------------------|---------|
| _____   | _____         | _____                 | _____   |
| _____   | _____         | _____                 | _____   |
| _____   | _____         | _____                 | _____   |

Location(s) from which services are anticipated to be performed **outside the U.S. by the subcontractor(s)**:

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(Attach additional pages if necessary.)

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. By signing and submitting this document, **the prospective lower tier participant** is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the State and/or Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this document that it shall include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction shall rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the State and/or Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

The government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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(See <http://www.pandc.nc.gov/actions.asp> for the NC list and <https://www.epls.gov/> for the federal list)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions - Continued**

1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any State and/or Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                     |       |
|---------------------|-------|
| _____               | _____ |
| Signature           | Title |
|                     |       |
| _____               | _____ |
| Agency/Organization | Date  |

(Certification signature should be same as Contract signature).

**Office for Historically Underutilized Businesses (HUB)**

(minority contractor(s), small contractor(s), physically handicapped contractor(s), women contractor(s), disabled business enterprises and non-profit work centers for the blind and severely disabled.)

<http://www.doa.state.nc.us/hub/index.htm>

Do you anticipate contracting with a HUB?    Yes\_\_\_\_\_                      No\_\_\_\_\_

## **American Recovery and Reinvestment Act of 2009 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 shall 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-contractor(s). No direct payment shall 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 shall be posted for at least 48 hours before the hiring decision. All other positions shall 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 shall 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 subcontractor(s), 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 subcontractor(s), 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 subcontractor(s) 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 or assembled 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.

[http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html))

## **Wage Rate Provision**

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractor(s) and subcontractor(s) 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 shall be maintained with the Davis-Bacon Act including but not limited to weekly reporting of all wage information. <http://www.dol.gov/compliance/guide/dbra.htm>

## **Availability and Use of Funds**

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Contractor(s) 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, contractor(s) agree not to undertake or make progress toward any activity using recovery funds that shall 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**

Contractor(s) 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. Posters shall be displayed.

<http://www.recovery.gov/Contact/ReportFraud/Documents/WhistleblowerPoster.pdf>

## **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, contractor(s) and subcontractor(s) assert and self-certify that all Federal, State and local tax obligations have been or shall 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 shall 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.

## **The National Environmental Policy Act (NEPA)**

Recipients of funding appropriated by the Act shall comply with The National Environmental Policy Act (NEPA). NEPA requires federal agencies to integrate environmental values into their decision making processes by considering the environmental impacts of their proposed actions and reasonable alternatives to those actions. Each Recipient may be required to complete the NEPA checking list at the discretion of the State Energy Office. Failure to complete this list, if required, shall cause rejecting the Recipient from possible funding.

## NC Department of Commerce

### Certification Regarding Lobbying

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- ~~(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.~~
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

#### **Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
  7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
  8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
  10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
  11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
  12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

**The Cost Proposal shall be submitted and contain:**

**COST PROPOSAL**

|                                                                                                             | <b>Cost</b> | <b>Administrative<br/>Cost</b>  | <b>Total<br/>Cost</b> |
|-------------------------------------------------------------------------------------------------------------|-------------|---------------------------------|-----------------------|
| Task 1 Development of Training Content and Material for the North Carolina Energy Conservation Code.        | \$ _____    | \$ _____                        | \$ _____              |
| Task 2 Delivery of Training to Code Enforcement Officers Statewide.                                         | \$ _____    | \$ _____                        | \$ _____              |
| Task 3A Develop an Online Energy Code Training Program                                                      | \$ _____    | \$ _____                        | \$ _____              |
| Task 3B Creation, Development and Writing of a Tutorial on The 2012 North Carolina Energy Conservation Code | \$ _____    | \$ _____                        | \$ _____              |
| Task 4 Verify Code Enforcement Compliance with the 2009 North Carolina Energy Conservation Code             | \$ _____    | \$ _____                        | \$ _____              |
| <b>Total</b>                                                                                                | \$ _____    | \$ _____<br>(Not To Exceed 10%) | \$ _____              |

**Total Cost:** A total not to exceed cost representing the maximum amount for all work to be performed by Task and shall be clearly indicated under this heading. Any administration costs shall be clearly defined and allocated to each of the 5 tasks.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name) DUNS NUMBER: \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED AND INCLUDED.  
Otherwise proposal shall not be considered**

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**  
**(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** ~~No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.~~ However, upon written request approved by the issuing purchasing authority, the State may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
 In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
 

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

25. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

3/24/2010

## AGENCY GENERAL CONTRACT TERMS AND CONDITIONS

1. All materials developed during this project shall become the property of the State Energy Office.
2. **Payment:** Contractor(s) shall receive reimbursement on a monthly basis based on deliverables or other documentation for project costs up to 95% of the project amount. The remaining 5% shall be paid when all project requirements are met. The paid invoices shall be submitted with a monthly payment request and monthly narrative containing all information required to be in compliance with ARRA reporting requirements.

Code Enforcement Officers  
(excluding Fire Plumbing)

| County         | Total # of B Inspectors | Total # of E Inspectors | Total # of M Inspectors |
|----------------|-------------------------|-------------------------|-------------------------|
| Alamance Co.   | 19                      | 21                      | 24                      |
| Alexander Co.  | 3                       | 3                       | 3                       |
| Alleghany Co.  | 3                       | 3                       | 3                       |
| Anson Co.      | 2                       | 2                       | 2                       |
| Ashe Co.       | 4                       | 4                       | 4                       |
| Avery Co.      | 5                       | 5                       | 5                       |
| Beaufort Co.   | 6                       | 5                       | 5                       |
| Bertie Co.     | 2                       | 2                       | 2                       |
| Bladen Co.     | 3                       | 3                       | 3                       |
| Brunswick Co.  | 35                      | 30                      | 33                      |
| Buncombe Co.   | 53                      | 43                      | 48                      |
| Burke Co.      | 8                       | 8                       | 8                       |
| Cabarrus Co.   | 20                      | 10                      | 16                      |
| Caldwell Co.   | 4                       | 4                       | 4                       |
| Camden Co.     | 2                       | 2                       | 2                       |
| Carteret Co.   | 19                      | 19                      | 18                      |
| Caswell Co.    | 2                       | 2                       | 2                       |
| Catawba Co.    | 27                      | 25                      | 24                      |
| Chatham Co.    | 6                       | 6                       | 6                       |
| Cherokee Co.   | 5                       | 4                       | 5                       |
| Chowan Co.     | 3                       | 3                       | 3                       |
| Clay Co.       | 3                       | 3                       | 3                       |
| Cleveland Co.  | 10                      | 10                      | 10                      |
| Columbus Co.   | 7                       | 7                       | 8                       |
| Craven Co.     | 16                      | 15                      | 15                      |
| Cumberland Co. | 30                      | 19                      | 20                      |
| Currituck Co.  | 5                       | 5                       | 5                       |
| Dare Co.       | 16                      | 17                      | 16                      |
| Davidson Co.   | 15                      | 13                      | 16                      |
| Davie Co.      | 4                       | 4                       | 4                       |
| Duplin Co.     | 2                       | 2                       | 3                       |
| Durham Co.     | 34                      | 11                      | 8                       |
| Eastern Band   | 4                       | 4                       | 3                       |
| Edgecombe Co.  | 5                       | 4                       | 4                       |
| Forsyth Co.    | 28                      | 13                      | 21                      |
| Franklin Co.   | 9                       | 9                       | 8                       |
| Gaston Co.     | 23                      | 15                      | 18                      |
| Gates Co.      | 1                       | 1                       | 1                       |
| Graham Co.     | 2                       | 1                       | 1                       |
| Granville Co.  | 7                       | 7                       | 7                       |
| Greene Co.     | 2                       | 2                       | 2                       |
| Guilford Co.   | 52                      | 41                      | 42                      |
| Halifax Co.    | 7                       | 8                       | 8                       |

Code Enforcement Officers  
(excluding Fire Plumbing)

|                 |     |    |    |
|-----------------|-----|----|----|
| Harnett Co.     | 9   | 9  | 9  |
| Haywood Co.     | 12  | 12 | 12 |
| Henderson Co.   | 12  | 9  | 12 |
| Hertford Co.    | 3   | 3  | 3  |
| Hoke Co.        | 4   | 4  | 4  |
| Hyde Co.        | 2   | 3  | 2  |
| Iredell Co.     | 26  | 23 | 26 |
| Jackson Co.     | 10  | 9  | 10 |
| Johnston Co.    | 26  | 25 | 26 |
| Jones Co.       | 1   | 1  | 1  |
| Lee Co.         | 6   | 6  | 6  |
| Lenoir Co.      | 7   | 7  | 7  |
| Lincoln Co.     | 8   | 8  | 8  |
| Macon Co.       | 6   | 6  | 6  |
| Madison Co.     | 3   | 4  | 4  |
| Martin Co.      | 3   | 3  | 3  |
| McDowell Co.    | 6   | 6  | 5  |
| Mecklenburg Co. | 132 | 78 | 77 |
| Mitchell Co.    | 1   | 1  | 1  |
| Montgomery Co.  | 2   | 2  | 2  |
| Moore Co.       | 18  | 16 | 16 |
| Nash Co.        | 9   | 10 | 11 |
| New Hanover Co. | 18  | 12 | 13 |
| Northampton Co. | 2   | 2  | 2  |
| Onslow Co.      | 26  | 23 | 24 |
| Orange Co.      | 26  | 18 | 20 |
| Pamlico Co.     | 2   | 2  | 2  |
| Pasquotank Co.  | 6   | 6  | 7  |
| Pender Co.      | 11  | 11 | 11 |
| Perquimans Co.  | 3   | 3  | 3  |
| Person Co.      | 6   | 6  | 6  |
| Pitt Co.        | 21  | 12 | 16 |
| Polk Co.        | 3   | 3  | 3  |
| Randolph Co.    | 13  | 8  | 14 |
| Richmond Co.    | 5   | 4  | 6  |
| Robeson Co.     | 11  | 11 | 11 |
| Rockingham Co.  | 10  | 11 | 10 |
| Rowan Co.       | 11  | 11 | 11 |
| Rutherford Co.  | 12  | 12 | 12 |
| Sampson Co.     | 5   | 4  | 5  |
| Scotland Co.    | 3   | 3  | 3  |
| Stanly Co.      | 5   | 5  | 5  |
| Stokes Co.      | 6   | 5  | 6  |
| Surry Co.       | 4   | 5  | 6  |

Code Enforcement Officers  
(excluding Fire Plumbing)

|                  |                                        |      |      |
|------------------|----------------------------------------|------|------|
| Swain Co.        | 3                                      | 3    | 3    |
| Transylvania Co. | 4                                      | 4    | 4    |
| Tyrrell Co.      | Inspectors are done by the county seat |      |      |
| Union Co.        | 24                                     | 19   | 21   |
| Vance Co.        | 5                                      | 5    | 4    |
| Wake Co.         | 215                                    | 159  | 151  |
| Warren Co.       | 3                                      | 3    | 3    |
| Washington Co.   | 1                                      | 1    | 1    |
| Watauga Co.      | 13                                     | 12   | 13   |
| Wayne Co.        | 13                                     | 12   | 12   |
| Wilkes Co.       | 8                                      | 6    | 6    |
| Wilson Co.       | 14                                     | 13   | 14   |
| Yadkin Co.       | 2                                      | 2    | 2    |
| Yancey Co.       | 3                                      | 2    | 3    |
|                  | 1336                                   | 1078 | 1127 |