



REQUEST FOR PROPOSAL
SPORTS FIELD LIGHTING
(1) – 300ft Baseball/Softball Field

FIELD A

FOR THE
CONWAY RECREATION COMPLEX
CITY OF CONWAY
CONWAY, SC 29526

REQUEST FOR PROPOSAL (RFP) SPORTS FIELD LIGHTING

To: All Interested Bidders

You are invited to submit a formal proposal (bid) to design and provide Sports Field Lighting at the City of Conway Recreation Complex in Conway, South Carolina, in accordance with the attached General Conditions and Specifications. Please submit one original proposal including all catalogs and cut sheets as required.

No Pre-Bid Meeting will be held.

All questions should be emailed to Fhughes@cityofconway.com no later than 5:00 p.m. EST, on **Tuesday January 17, 2017**. All questions that require an addendum will be posted on the city of Conway website at www.cityofconway.com no later than **Friday, January 20, 2017** at 5:00pm. All bidders need to check the city website by this date and time to ensure they receive all addendums on this project.

Sealed proposals will be received until 2:00 p.m. legally prevailing time (EST), Friday, January 27, 2016 at 2:00pm and at that time will be publically opened in the Rivertown Room at the Conway Recreation Center, located at 1515 Mill Pond Road, Conway SC 29526.

All sealed proposals can be mailed or hand delivered to:

Foster Hughes, Parks, Recreation & Tourism Director
1515 Mill Pond Road
Conway, SC 2952
(843) 248-1740

Proposals will be opened at the time, date, and location indicated above. **FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.** Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The proposal shall remain firm for not less than sixty (60) calendar days from the date of receipt of proposal. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

This package consists of:

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GENERAL CONDITIONS

1. Scope of Work

The following are the general conditions for the work to be performed.

It is understood that except as otherwise specifically stated in the contract, the Vendor (Contractor) shall provide and pay for all materials, labor, tools, equipment, transportation, of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits, insurance and licenses (*including City of Conway Business License*) necessary for the execution of the work shall be secured and paid for by the Vendor.

Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the Owner and only with prior written consent from the City Administrator.

All data sheets and catalogs or other materials which are subject to review and action by the city shall be submitted in the form of one original.

2. Existing Conditions

The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

3. Insurance

Any required insurance must be written by a company licensed to do business in South Carolina.

4. Statement of Vendor's Qualifications

As part of the proposal, the Vendor must complete the attached "Statement of Vendor's Qualification" form. The Vendor may be required, before awarding of contract, to demonstrate to the complete satisfaction of the City, that the Vendor has the necessary facilities, ability and financial resources to execute the work in a satisfactory manner and within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the City of the Vendor's qualifications for executing the work.

5. Taxes

The applicable sales tax shall be shown as a separate entry on the total bid summation.

6. Trade Names "or Equal" Clause

The part numbers and trade names given for any products are taken from various manufacturers' catalogs and are the preferred product. Material and/or equipment of other reputable manufacturers of equal quality, type, and style may be acceptable whether or not specifically mentioned, unless the term "No Substitutions" is included in the description. Reference to or specification of any article, device, product, material fixture, form or type of construction, etc., by name, make or catalog number, with or without the words "or equal," shall be for the purpose of establishing a standard of quality and shall not be construed as limiting competition. Should

the Vendor wish to use a product other than the make or kind specified, but which is equal to that specified, the Vendor shall submit to the City no less than two copies of a request for approval of substitution. No off-shore products will be accepted.

7. Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 3 of Title 30 (The Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or financial information obtained in response to a “Request for Proposals” which is privileged and confidential if so designated by the bidder shall not be disclosed. Such information must be clearly marked as “CONFIDENTIAL” by the offer or for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include:

- 1) Customer lists
- 2) Design recommendations and identification of prospective problem areas under an RFP
- 3) Design concepts, including methods and procedures
- 4) Biographical data on key employees of the bidder/proposer

8. Grievance

Any actual or prospective bidder, offer or, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Foster Hughes, Parks, Recreation & Tourism Director. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that the grievance has been made in accordance with proposal requirements. Any grievance by a bidder shall be made known prior to any proposal opening in accordance with invitation to proposals.

9. Legal Statement

Please disclose any litigation within the last five years in which a claim has been made against you or your company asserting a cause of action other than:

1. Employment issues
2. Lis Pen dens
3. Contracts not related to your professional work

Please explain the issues in these cases.

10. Governing Law

All proposals and related documents submitted to the City of Conway by Vendors are governed under the laws of the State of South Carolina.

11. City Regulations

The Vendor and its representatives shall follow all applicable City of Conway policies and regulations while on City property, including policies regarding the use of tobacco, weapons, and drugs. No work shall interfere with regular City business activities or environment without permission from the City Administrator.

12. Addenda

If any questions arise from the RFP documents, the bidder may submit to Foster Hughes, Parks, Recreation & Tourism Director a written request for interpretation (can be via email fhughes@cityofconway.com). Any interpretation of documents will be made by addendum to the RFP. Any addenda will be published on the city website on the procurement page at www.cityofconway.com. The City of Conway will not be responsible for any other explanations or interpretations. The City of Conway reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The City of Conway reserves the right to reject any or all proposals and waive technicalities and informalities.

13. Proposal Form and Format

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope addressed to:

**Foster Hughes
“Sports Field Lighting Field A”
City of Conway
PO Box 1075
Conway, SC 29526**

14. Evaluation Factors

Such factors are:

1. Proof of successful experience in projects of this nature.
2. Ability to provide required services.
3. Comprehensiveness of submitted proposal.
4. Pricing.
5. Energy cost of the product you are proposing for this product.
6. Manufacturer’s warranty and support.
6. Time factors associated with price quotes, commencement of installation and completion.

All Evaluation factors will be equally considered when reviewing submitted proposals.

15. Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the Parks, Recreation & Tourism Director as being the lower price, unless the bidder requests in writing a correction or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is late. No late proposal, late modification, or late withdrawal will be considered unless received before contract award, and the proposal, modification, or withdrawal would have been on time if not for the action or inaction of city personnel directly serving the procurement activity. The City of Conway reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of the City of Conway, South Carolina. The City will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

16. Affidavits

Before acceptance of the proposal by the City, the Vendor will be required to furnish affidavits on the enclosed forms.

17. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless (a) the Vendor makes a request in writing to the City prior to the time set for opening of proposals or (b) the City fails to accept a bid within thirty-five (35) days after the date fixed for opening of bids.

18. Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirements of the City of Conway. This solicitation does not commit the City of Conway to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the city.

19. Contract Form

Upon contract award, the city and vendor will have a signed contract prior to any work being started.

20. Change in Contract

The Owner will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the City Administrator before such work is begun.

21. Indemnification

The Vendor agrees to hold the City of Conway harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the owner of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the Vendor or subcontractor. Please see attached form.

22. Time of Delivery

The Vendor’s proposal shall specify the number of calendar days in which the Vendor guarantees delivery of the product.

23. Warranty

All equipment proposed must be new and contain the current/latest software release where applicable. Refurbished equipment will not be accepted. Please see specifications for more details.

24. Site Visit

To arrange a site visit, please contact Foster Hughes, Parks, Recreation & Tourism Director via email at fhughes@cityofconway.com or call 843-504-4350.

25. Application for Payment

All applications for payment shall be submitted, signed by the Vendor and mailed to:

Foster Hughes
City of Conway
PO Drawer 1075
Conway, SC 29526

26. Payments

A single payment will be made to the Vendor when all aspects of the contract have been completed to the Owner’s satisfaction.

27. Local Vendor Preference

The City of Conway has a local vendor preference ordinance. For additional information, please visit our website at <http://www.cityofconway.com/departments/procurement.html>.

PROJECT SPECIFICATIONS

The City of Conway Parks, Recreation & Tourism Department is seeking proposals to design and provide sports lighting equipment for (1) **one 300 ft. radius Baseball/Softball field** (Field A) at the Conway Recreation Complex. This project will replace existing lights that were installed 30 years ago. The Complex is located at 1515 Mill Pond Road in Conway, SC. Proposals will be sent out at a later time for the Installation and wiring of the lighting equipment.

Statements of Vendor Qualifications must detail the following:

- A list of projects you have worked on in the last three (3) years and the contact information for those jobs.
- Once an order is placed, the maximum number of days before equipment will arrive on site.

Sports Field Lighting specifications for the project:

1. New lighting is for one (1) – 300' Baseball/Softball field.
2. Full Length Concrete Poles suitable for this type of application.
3. Integral ballast system.
4. Winning bidder shall be responsible for providing the following equipment:
 - All poles. Pole height above grade shall be 70 ft. or taller.
 - Pole structures and cross arms shall be designed per the latest version of AASHTO (2009), for a 125 MPH wind zone, with three second gust factor.
 - All fixtures, cross arms, lens, and related parts.
 - Spill light and glare control visors are required.
 - 1,500 watt Energy saving metal halide lights, meeting ANSI code M48. Proprietary lamps will not be accepted and must be readily available at local electrical supply companies.
5. The lighting system shall be served from a 120/208, 3 Phase service from the electric utility.
6. All wiring shall be enclosed inside of the poles or the tubular cross arms.
7. There will be no exposed wires.
8. Minimum 5 year warranty on all equipment except the lamps. The lamps are to have a minimum 2 year warranty on material. (*Please be specific on what your warranty includes*).
9. Provide lighting design of field to include number and location of poles and light fixtures.
10. The average maintained light levels must be 50 foot candles on the infield and 30 foot candles on the outfield based on a 30 ft. x 30 ft. grid.
11. For constant light systems the manufacturer shall provide a third party engineering study documenting the system performance, and how it provides the constant light for the entire warranty period based on the specified use of 400 hours per year.
12. For systems without an automatic means for power adjustments to provide constant light, and the third party engineering study, a Recoverable Light Loss Factor of **.80** or better is to be applied to the initial design, and both initial and maintained foot candles scans must be provided with the proposal per IES-RP-6.
13. Maximum to minimum uniformities shall not exceed 2.0:1 in the infield and 2.5:1 in the outfield.
14. Lights shall be connected to the existing Sky Logix automated light control system.

15. All structures shall be equipped with lightning protection meeting NFPA 780 standards.
16. All system components shall be UL Listed for the appropriate application.
17. Each proposal shall include information to allow the owner to develop the operating cost calculation for the system. The information shall include the following:
 - Number of light fixtures for the entire project
 - Wattage per fixture including ballast draw
 - Based on 400 hours of use per year for 25 years show the number of group lamp replacements required and when they are to occur, based on the lamp rating output hours for systems with automatic power adjustments, or 2100 hours for depreciating systems (70% of the rated lamp failure lamp life.)
18. A formal light test shall be conducted in the presence of the owner, contractor, and lighting representative. Actual readings must meet the required levels and uniformities as specified. Testing to be conducted per IES recommended standards.
19. Lighting systems not meeting performance criteria for this project shall be upgraded at the manufacturer's expense until the owner is satisfied that all lighting, structural, and electrical components meet the specifications.
20. Winning Bidder shall provide within three (3) business days after notification of award full bonded and electronic submittals, to include all pole cut sheets, cross arm details, point by point photo metrics and aiming diagrams.
21. Winning bidder shall provide the contact information for at least two (2) Electrical Contractors licensed in the state of South Carolina experienced with installing at a minimum of five (5) similar sports field projects with the product you represent.
22. Product delivery to be coordinated with the chosen installer.
23. Total price of project to reflect delivery, all parts and materials, applicable labor, and taxes.

Correcting Non-Conformance

If, in the opinion of the Owner, the actual performance levels including foot candles, uniformity ratios and maximum kilowatt consumptions are not in conformance with the requirements of the performance specification and submitted information, the Manufacturer shall at his expense, provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles or verify by certification by a licensed structural engineer that the existing poles will withstand the additional load.

**PROPOSAL CHECKLIST
FOR THE CITY OF CONWAY RECREATION COMPLEX**

BIDDERS:

Name of Firm:

YOU ARE REQUIRED TO COMPLETE THIS CHECKLIST AND INCLUDE IT WITH YOUR PROPOSAL.

YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL OF THE FOLLOWING ITEMS IN THE ORDER SPECIFIED:

- _____ 1. SIGNED PROPOSAL CHECKLIST
- _____ 2. SIGNED PROPOSAL FORM
- _____ 3. LIGHTING DESIGN
- _____ 4. PROJECTS OF SIMILAR SCOPE IN LAST 3 YEARS & CONTACT INFO.
- _____ 5. DETAILED PRODUCT INFORMATION
- _____ 6. WARRANTY INFORMATION ~ including all terms and conditions.
- _____ 7. STATEMENT OF VENDOR'S QUALIFICATIONS
- _____ 8. SIGNED AFFIDAVIT
- _____ 9. INDEMNIFICATION
- _____ 10. ACKNOWLEDGMENT OF ADDENDA

Required Form

**PROPOSAL FORM FOR SPORTS FIELD LIGHTING
TO BE RECEIVED NO LATER THAN 2:00 PM, EST
FRIDAY, JANUARY 27, 2017**

DELIVER TO:
CITY OF CONWAY
PARKS, RECREATION & TOURISM
ATTN: FOSTER HUGHES
1515 MILL POND ROAD, CONWAY, SC 29526

Name of Firm:

Having carefully examined the Proposal Invitation Letter, the General Conditions, and the Request for Proposal for Sports Field Lighting, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery as specified in the attached proposal for the total sum not to exceed:

Project Cost \$ _____

7% SC Sales Tax \$ _____

Total Lump Sum Cost (Tax Included) \$ _____

Once order is placed – Number of days before equipment arrives on site: _____

Respectfully Submitted,

Name of Firm

Address of Firm

Print Name

Title

Signature

Name and Title of Vendor's Representative who will service contract

Telephone #(s) of Vendor's Representative

Email address of Vendor's Representative

Required Form

**STATEMENT OF VENDOR'S QUALIFICATIONS
(Vendors with no previous work experience with the City)**

To accompany proposals submitted for design and providing equipment for Sports Field Lighting at the Conway Recreation Complex.

Name of Vendor _____

Telephone Number _____

Fax Number _____

Business Address _____

When Organized? _____

Where Organized? _____

Partnership? _____ Corporation? _____

How many years have you been engaged in this business under the present firm name? _____

Please attach a list of major accounts in South Carolina comparable to the work proposed.

If no accounts in South Carolina, list other accounts.

Remarks: _____

The above statement must be subscribed and sworn to before a Notary Public.

Date: _____

Firm Name: _____

By: _____

Title: _____

Notary Public

Notary Seal

Commission Expires

Required Form

**FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the Proposal)**

STATE OF _____)

)

COUNTY OF _____)

Being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said OFFEROR has not colluded, conspired, connived, or agreed directly or indirectly, with any OFFEROR or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other OFFEROR, or to fix any overhead, profit or cost element of said proposal price, or that of any other OFFEROR or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such OFFEROR has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Offer or)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20__.

Required Form

**INDEMNIFICATION
(This form is a part of the proposal)**

The VENDOR will indemnify and hold harmless the OWNER (*THE CITY OF CONWAY*) and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of, tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the VENDOR, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or any of their agents or employees by an employee of the VENDOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the VENDOR under the workman's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the VENDOR under this paragraph shall not extend to the liability of the CITY OF CONWAY or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

VENDOR: _____

BY: _____

PHONE: _____

Required Form

ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____