



City of Commerce

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Commerce, GA 30529
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City of Commerce

REQUEST FOR PROPOSAL
FOR

Veterans Memorial Park Field Lights

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Finance Director

RFP # 24-005

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

CITY OF COMMERCE, GEORGIA
REQUEST FOR PROPOSAL
FOR
VETERANS MEMORIAL PARK FIELD LIGHTS

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce Recreation Department is soliciting sealed bids from qualified vendors to replace outdoor sports field lighting for an LED conversion project located at Veterans Memorial Park. Vendors must provide all equipment, materials and labor to complete the scope of work. The contract issued for this project will expire on September 30, 2024.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	March 22, 2024
Pre-proposal Conference	April 11, 2024, 2:00 pm (EST)
Deadline for questions	April 22, 2014
Submittal deadline & Opening	April 25, 2024, by 2.00 pm (EST)
	Local time prevailing

1.2 RFP SUBMISSION:

One (1) original and one (1) copy and one fully executable electronic copy (See section 1.17) of the complete signed submittal must be received by deadline listed in section 1.1. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Finance Director

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce. Vendors may deliver proposals to the above address up to one hour before the scheduled RFP opening, after this time proposals should be delivered to the RFP opening location (see section 1.10).

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact Christy Case at 706-335-1893, fax 706-335-1893 (*fax to email*), or ccase@commercega.gov to clarify any part of the RFP requirements. All questions that arise must be submitted prior to the submittal due date (see 1.1) and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other city employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.gov under the “Doing Business Here” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner’s requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of The City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened publically at Commerce City Hall, located at 27 Sycamore Street Commerce GA 30529 and reviewed by a selected committee thereafter. A list of names of firms responding to the RFP may be obtained from The City of Commerce, after the RFP due date and time stated herein.

1.11 TAXES.

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal. Vendors outside Georgia should also ensure reciprocity by visiting <http://sos.ga.gov/index.php/licensing/plb/22/faq> for state requirements.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation

and Employer's Liability Insurance. Thirty (30) days' notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The contractor will include the provisions of the above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.

1.16.2 The form must be notarized.

1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-

subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals please submit the following:

- 1.17.1 One (1) fully executable (signatures included) electronic copy of the response in PDF format.
- 1.17.2 Two (2) paper versions of the proposal. The original shall be clearly marked “original”.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

1.19 BONDING

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by the City of Commerce. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to the City of Commerce. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

1.20 RESPONSIBILITIES (CITY)

- 1.20.1 CITY shall provide adequate access to the site, but no security.
- 1.20.2 CITY representative shall inspect all work upon completion.
- 1.20.3 CITY shall reserve the right to withhold payment until the work is

SECTION II - SCOPE OF SERVICES TO BE PROVIDED

2.0 PURPOSE

The City of Commerce Recreation Department is soliciting sealed bids from qualified vendors to replace outdoor sports field lighting for a project located at American Veterans Memorial Park. Details are listed under this section.

2.1 CONTRACT PERIOD

The term of a contract awarded as a result of this bid shall be from award until September 30, 2024, or until the project is completed; whichever comes first. The contract shall terminate absolutely and

without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

If, at any time, the City determines it is in its best interest to discontinue use of these services the City reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

2.2 BACKGROUND

American Veterans Memorial Park is located at 204 Carson Street in Commerce, Georgia. Veterans Memorial Park is a three-field athletic complex. These fields are used in both fall and spring seasons.

2.3 SCOPE OF WORK

2.3.1 Project will be a turnkey project, in that, the vendor must provide all equipment, materials and labor to complete the scope of work.

2.3.2 Work must be completed between May 21, 2024, and September 30, 2024

SECTION III - GENERAL

3.0 SUMMARY

3.0.1 Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.

3.0.2 The purpose of these specifications is to define the lighting system performance and design standards for Veterans Memorial Park Multipurpose Field using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

3.0.3 The sports lighting will be for the following venues:

- A. Pardue Field
- B. Gordon Field
- C. Bambino Field

3.0.4 The primary goals of this sports lighting project are:

3.0.4.1 Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.

3.0.4.2 Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators, and neighbors.

3.0.4.3 Life-cycle Cost: To reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.

3.0.4.4 Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, the customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

3.1 LIGHTING PERFORMANCE

3.1.1 Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not drop below desired target values in accordance with IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Pardue Field	50FC Infield 30FC Outfield	2.0:1.0 Infield 2.5:1.0 Outfield	25 Infield 115 Outfield	20' x 20'
Gordon Field	50FC Infield 30FC Outfield	2.0:1.0 Infield 2.5:1.0 Outfield	25 Infield 77 Outfield	30' x 30'
Bambino Field	50FC Infield 30FC Outfield	2.0:1.0 Infield 2.5:1.0 Outfield	25 Infield 82 Outfield	20' x 20'

3.1.2 Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

3.2 ENVIRONMENTAL LIGHT CONTROL

3.2.1 Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.

3.2.2 Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade with all fixtures on and at full power.

All Fields	Average	Maximum
Horizontal spill light 150' from the playing fields	0.02	0.08
Vertical spill light 150' from the playing fields	0.06	0.21
Candela value at 150' from the playing fields	2545	7690

3.2.3 Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical foot candles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up. Scans shall indicate values with all lights on all fields at 100% power.

3.2.4 The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified independent testing laboratory with a minimum of five years' experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

3.3 LIFE-CYCLE COSTS

3.3.1 Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

3.4 SCOPE OF WORK

3.4.1 Contractor furnished materials and labor: The electrical contractor shall provide and install all equipment necessary to provide a complete operational sports lighting facility. Items to be provided and installed by the contractor include, but shall not be strictly limited to the following:

3.4.1.1 Demo existing wood poles and attached fixtures. Contractor is responsible for disposal of poles and fixtures.

3.4.1.2 Provide and install two (x2) new lighting Control Panels with contactors in owner designated location. Pardue Field will be on one service and Gordon and Bambino Fields on the other service.

- 3.4.1.3 Provide and install 120V control circuit to lighting control cabinet for remote on/off control and monitoring.
- 3.4.1.4 Install new crossarms, fixtures, electrical component enclosures and wire harnesses per manufacturer requirements.
- 3.4.1.5 Make all necessary electrical connections to ensure the lighting system is fully operational.
- 3.4.1.6 Position fixtures according to lighting manufacturer specifications.
- 3.4.1.7 Keep all heavy equipment off playing fields unless necessary and inform owners if travel across field(s) is required. Repair damage to grounds that exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 3.4.1.8

3.5 ELECTRICAL DISTRIBUTION SYSTEM (where applicable)

- 3.5.1 All electrical work shall conform to the current edition of the National Electric Code.
- 3.5.2 The electrical service shall be rated at least 12% of calculated KA load. Panel boards shall be rated for service entrance; NEMA 3R (Outdoor) and each shall include a main breaker. All branch breakers shall be bolt types.
- 3.5.3 All wiring shall remain underground before entering the base of the pole and that no wiring shall be exposed to sun or weather as it transitions through the pole and to the electrical enclosure.
- 3.5.4 All additional wiring shall be new.
- 3.5.5 All conduits above grade shall be rigid galvanized steel.
- 3.5.6 The installing contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- 3.5.7 The Contractor shall be responsible for locating and staking any underground facilities that are not utility related. Contractor accepts responsibility for damage to such facilities that are not properly located or staked.
- 3.5.8 Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.

3.5.9 Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement. The contractor shall obtain and pay for all permits and inspections required by the building and safety code and ordinances and the rules and regulations of any legal body having jurisdiction.

SECTION IV – PRODUCT

4.0 SPORTS LIGHTING SYSTEM CONSTRUCTION

4.0.1 Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

4.0.2 Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

4.0.3 System Description

4.0.3.1 Remove existing cross arms and fixtures. Provide new galvanized tubular cross arms for new LED fixtures. All wiring will be internal.

4.0.3.2 The manufacturer will supply all drivers and supporting electrical equipment.

4.0.3.3 Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be in the enclosure. Integral drivers are not allowed.

4.0.3.4 Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.

4.0.3.5 Provide a new wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.

4.0.3.6 All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.

4.0.3.7 Must provide control cabinet with contactors to provide remote on-off control and monitoring of the lighting system.

4.0.3.8 Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

4.1 ELECTRICAL

4.1.1 Electric Power Requirements for the Sports Lighting Equipment:

4.1.1.1 Electric power: Varies by field and should be verified by the bidding contractor.

4.1.1.2 Maximum total voltage drops: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

4.1.2 Energy Consumption: The kW consumption for all fields shall be 89.18 or less.

4.2 STRUCTURAL PARAMETERS

4.2.1 Wind Loads: Wind loads shall be based on the 2018 International Building Code. Wind loads to be calculated using ASCE 7-16, an ultimate design wind speed of 110 and exposure category C.

4.2.2 Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).

4.3 CONTROL

4.3.1 Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.

4.3.2 Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

4.3.3 Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email)

4.3.4 Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

- 4.3.5 The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.
- 4.3.6 Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- 4.3.7 Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- 4.3.8 Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
- Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
- 4.3.8.1 Cumulative hours: shall be tracked to show the total hours used by the facility
- 4.3.8.2 Report hours saved by using early off and push buttons by users.
- 4.3.9 Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.
- 4.3.10 Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

SECTION V - EXECUTION

5.1 DELIVERY TIMING

- 5.1.1 Delivery Timing Equipment On-Site: The equipment must be on-site 6 to 8 weeks from receipt of approved submittals and receipt of complete order information.

5.2 FIELD QUALITY CONTROL

- 5.2.1 Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified.

The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

5.2.2 Field Light Level Accountability

5.2.2.1 Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 Years. These levels will be specifically stated as “guaranteed” on the illumination summary provided by the manufacturer.

5.2.2.2 The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner’s light meter in the presence of the owner.

5.2.2.3 The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

5.2.3 Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including foot candles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

5.3 WARRANTY AND GUARANTEE

5.3.1 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

5.3.2 Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

SECTION VI – SUBMITTALS & QUALIFICATIONS

5.0 QUALIFICATIONS OF CONTRACTOR

6.0.1 Submittals should provide information about the contractor and should address the qualifications and depth of experience of the contractor's construction services.

6.1 CLIENT REFERENCES

6.1.1 Submittals should provide the names and telephone numbers of previous and/or current governmental clients whom the City may contact for a candid appraisal of the contractor's services.

6.1.2 The most effective references will come from entities, comparable in size to Commerce, for which your firm has provided services very similar to those the City is requesting. Include all of the following for each reference listed:

6.1.3 Name of the client, government or institution

6.1.4 Services provided to the client

6.1.5 Dates of service

6.1.6 Contact telephone number

6.2 SAMPLE OF WORK

6.2.1 Samples, including photos, written descriptions, and project budgets for at least three projects should be submitted as part of the vendor's qualifications.

6.3 FINANCIAL STATEMENT

6.3.1 Please provide a copy of your company's most recent financial statements.

6.4 ADDITIONAL INFORMATION

6.4.1 Proposals may include any other information about your company that you believe would be relevant to the City's selection of a contractor. You may use your own format for this information. Please head it ADDITIONAL INFORMATION.

6.5 GENERAL INFORMATION

6.5.1 Name of company:

6.5.1.1 Address of company headquarters:

6.5.1.2 Primary contact person(s)

6.5.1.3 Number of employees:

6.5.1.4 Founding date

6.5.2 Company

6.5.2.1 Number of projects in the last three years.

6.5.2.2 Attach an affirmation of proper licensing for public projects.

6.5.2.3 Attached financial statement

6.6 QUALIFICATION OF COMPANY

6.6.1 Include a listing of all similar projects performed in the last three years. This number should equal number of projects stated in above, for each of these projects please include:

6.6.1.1 Scope of services performed & samples of work

6.6.1.2 Last similar project completed.

6.6.1.3 Was the project completed on schedule? If not why?

6.7 APPROACH TO PROJECT

- 6.7.1 State your understanding of City of Commerce's objectives and requirements for the project.
- 6.7.2 Describe the approach, products, and procedures your company would use to meet the listed objectives and requirements.

6.8 CLIENT REFERENCES

- 6.8.1 Include all of the following for each reference listed:

- 6.8.1.1 Name of the client government.
- 6.8.1.2 Services provided to the client.
- 6.8.1.3 Dates of service.
- 6.8.1.4 Client contact person .
- 6.8.1.5 Contact telephone number.

6.9 RECORD OF COMPANY

- 6.9.1 Describe any regulatory action taken by any oversight body against the company and/or any staff members in the last three years.
 - 6.9.2 Describe any lawsuits in the last three years involving the company's services.
- 6.10 The project will be administered by the City of Commerce through the Finance Director being the main point of contact for all questions during the preliminary procedures. After a contract is awarded a project manager will be designated.
- 6.11 All questions shall be submitted in writing (e-mail is preferred) and shall be communicated via our website.
- 6.12 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.
- 6.13 All respondents to this RFP shall hold harmless the City of Commerce and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a Respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- 6.14 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- 6.15 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days.
- 6.16 In case of failure to deliver goods or services in accordance with the contact terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute

goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.

- 6.17 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 6.18 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 6.19 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SECTION VII – BID SELECTION AND AWARD

7.0 SELECTION

- 7.0.1 Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Commerce City Council by the project representative. Following approval, the City will complete contract negotiations.
- 7.0.2 The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.
- 7.0.3 Every vendor submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b) (1). The form is provided with this RFP package.

7.1 EVALUATION METHOD

- 7.1.1 The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. The initial evaluation will consider the qualifications and demonstrated experience of each respondent. Discussions and negotiations may take place with the short-list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

7.2 SELECTION CRITERIA

- 7.2.1 Responses to this RFP will be scored according to the following criteria:
 - 7.2.1.1 Qualification & demonstrated work with similar institutions (30 points)
 - 7.2.1.2 References (15 points)
 - 7.2.1.3 Submitted samples of similar Work (20 points)
 - 7.2.1.4 Total cost of services (35 points)

Forms & Attachments



EXECUTION OF PROPOSAL

DATE: _____

The potential contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the company.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Printed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title (Print or Type)	Authorized Representative (Signature)	(Date)
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Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public [NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Commerce or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Commerce or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

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

Notary Public