



REQUEST FOR PROPOSALS

RFP# 2020-04

TITLE:

LED ROADWAY AND AREA LUMINAIRES

ISSUING AGENCY:

CITY OF WILSON
P.O. BOX 10
WILSON, NC 27894-0010

ISSUE DATE:

JUNE 15th 2020

OPENING DATE:

JULY 6th 2020

SCOPE: The City of Wilson is accepting bids for LED roadway and area luminaires to replace all of the existing roadway and area light fixtures along with a photocontrol per instructions and specifications in this document. This RFP is for fixtures only and not installation.

Instructions to Bidders: Indicate FIRM NAME, TITLE (above), and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below.

Sealed proposals, subject to the terms and conditions made a part hereof will be received until **2:00 p.m. Monday July 6, 2020** in the office of the Purchasing Manager, Operations Center, Purchasing Department / Warehouse, 1800 Herring Ave., Wilson, NC.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Direct all inquiries concerning this RFP to:

Ricky Wilson
rvwilson@wilsonnc.org

SUBMISSION OF A BID IN RESPONSE TO THE REQUEST CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THE REQUEST

Bidders may hand deliver RFPs to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method allow ample time for delivery.

TERMS AND CONDITIONS

- 1) **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
- 2) **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
- 3) **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement. Due to the possibility of funds not being available, it is understood that the City reserves the right and will work with the contractor in order to complete/finish the project due to this condition if applicable. This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- 4) **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
- 5) **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.
- 6) **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 7) **INSPECTION AT CONTRACTOR'S SITE:** The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Contractor will cover the cost of a visit and a witness test, if necessary, of a City representative at the contractor's manufacturing facility.
- 8) **PAYMENT TERMS:** Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later.
- 9) **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 10) **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

- 11) STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or reexamination listing or identification marking of the appropriated safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and / or National Electrical Manufacturers' Association of electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air, and water pollution.
- 12) PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including used by the government.
- 13) ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.
- 14) ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
- 15) ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the City of Wilson may:
- a) Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b) Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
- 16) INSURANCE:**
- COVERAGE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial benefits 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 contractors' employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his 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 the 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 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

- 17) **CANCELLATION (TERM CONTRACT ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days' prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. Mail, Certified and Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

- 18) **QUANTITIES (TERM CONTRACT ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

- 19) **PRICE ADJUSTMENTS (TERM CONTRACT ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

- a) **Notification:** Any notification must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacture's official notice or other acceptable evidence that the change is general in nature.
- b) **Decreases:** The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
- c) **Increases:** All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d) **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

- 20) **E-VERIFY:** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

- 21) **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 22) **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
- 23) **BID/PROPOSAL PUBLIC RECORD:** All bids/proposals received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery or bid opening at the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
- 24) **RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
- 25) **VENDOR REGISTRATION:** All vendors (new or current) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

LED ROADWAY AND AREA LUMINAIRES

1.0 General

- 1.1 Submit bids to provide LED luminaires to replace all of the existing roadway and area light fixtures along with a photocontrol. All of the existing luminaires are high pressure sodium, low pressure sodium, mercury vapor or metal halide. Pricing should be valid for 12 months from the bid opening date.
- 1.2 The luminaires shall be discrete LED luminaires with a one piece low-copper alloy cast aluminum housing. The luminaires shall be tool-less and mounted by a 2-bolt slip-fitter and adjustable for a 1-1/4" to 2" O.D. mast arm. The manufacturer shall provide at least a 10-year factory warranty. The luminaires shall have capabilities for field installable house-side shield, front-side shield, and cul-de-sac shield without tools. The exterior finish color shall be gray.

2.0 Luminaire Details

2.1 Performance Standards

- 2.1.1 Suitable to withstand 5,000-hour ASTM B-117 salt spray test.
- 2.1.2 Vandal resistant IK10 and ingress protected with an IP66 rated light engine and optical system.
- 2.1.3 3G vibration rating, ANSI C136.31.
- 2.1.4 120-277V multi-voltage self-sensing dimmable driver which shall provide field adjustable light level capability.
- 2.1.5 Power factor $\geq 90\%$ at full load.
- 2.1.6 Total harmonic distortion of $\leq 20\%$ at full load.
- 2.1.7 Surge suppression shall be ANSI C136.2-2018 20kV/10kA rated, fail to on.
- 2.1.8 Full cut-off (no light $\geq 90^\circ$).

2.2 Optical Standards

- 2.2.1 Efficacy shall be a minimum of 130 lumens per watt or greater and be *Design Lights Consortium* listed (DLC).
- 2.2.2 CCT of 4,000K.

- 2.2.3 Operating temperature: -40°C to +40°C
- 2.2.4 Color Rendering Index CRI: ≥ 70
- 2.2.5 Tested to IES LM-79 standards.
- 2.2.6 Maintenance shall be a minimum of 85% at 100,000 hours of life based on IES TM-21.
- 2.2.7 A twist-lock, rotatable, 7-wire photocell receptacle per ANSI C136.41.

3.0 Luminaire Types and Quantities

- 3.1 Replace 400 watt HPS area and roadway lights with LED roadway cobra style luminaire with IES type III distribution. An initial minimum lumen output of 24,000 and maximum wattage of 180. The maximum Backlight, Uplight and Glare (BUG) rating is 3-0-3. **Approximate Quantity – 1,200**
- 3.2 Replace 250 watt HPS area and 4 lane roadways with turn lanes with LED roadway cobra style luminaire with IES type III distribution. An initial minimum lumen output of 15,000 and maximum wattage of 110. The maximum BUG rating is 2-0-2. **Approximate Quantity – 1,100**
- 3.3 Replace 250 watt HPS on 2 lane roadways with center turn lanes with LED roadway cobra style luminaire with IES type II distribution. An initial minimum lumen output of 15,000 and maximum wattage of 110. The maximum BUG rating is 1-0-1. **Approximate Quantity – 500**
- 3.4 Replace 100 watt HPS/150 watt MH/175 watt MV residential street intersections, cul-de-sacs and area lights with LED streetlight cobra style luminaire with IES type III distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 2-0-2. **Approximate Quantity – 1,200**
- 3.5 Replace 100 watt HPS/150 watt MH/175 watt MV residential street lights with LED streetlight cobra style luminaire with IES type II distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 1-0-1. **Approximate Quantity – 2,500**
- 3.6 Replace 100 watt HPS/150 watt MH/175 watt MV rental/backyard area lights with LED rental cobra style luminaire with IES type V distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 3-0-2. **Approximate Quantity – 4,000**
- 3.7 7-pin LED rated solid state locking style photocontrol, 120-277V multi-voltage, load rating of 1,000 watts, 1,800 VA ballast, 1.5 fc turn on, 2-5 second turnoff delay, fail to on, minimum 800 Joule surge protection, minimum 10-year warranty, thick cover, gray color. **Approximate Quantity – 10,500**

4.0 Evaluation Process

- 4.1 After the basic specifications are met, several other factors will be considered when deciding which luminaires to select. Some of these factors are; cost, lumen output and efficacy.
 - 4.1.1 The cost per unit of the luminaires will have an impact on the selection. However, the lowest life cycle cost will play a larger role. Life cycle cost factors include lower energy cost, warranties with greater coverage and fewer maintenance requirements.
 - 4.1.2 The lumen output of the luminaires will have an impact on the selection. The luminaires that most closely meet the lumen output specification will be given priority.
 - 4.1.3 The efficacy (lumens/Watt) of the luminaires is critical. The higher the number, the more energy savings the City will realize. Submissions with higher values are preferred.
- 4.2 Vendors shall provide their ability and lead times to deliver large quantities of luminaires.
- 4.3 References
 - 4.3.1 Vendors shall provide three or more references for each luminaire/photocontrol submitted.
 - 4.3.2 Vendors shall provide the estimated total number of submitted luminaires/photocontrols installed in the United States for municipalities, co-ops and investor owned utilities. Examples from within North Carolina and especially from municipalities are of greater importance.
 - 4.3.3 Vendors shall provide the length of time submitted luminaires/photocontrols have been commercially available in the United States.

5.0 Project Implementation

- 5.1 One or more luminaires will be selected for each type. Several of each make and model will then be acquired and installed. Over a 2-3 month period, these luminaires will be field tested and evaluated.
- 5.2 With acceptable performance, a system-wide purchase will follow.
- 5.3 At the same time as the system-wide purchase is being made, a request for proposal for full deployment installation will also be posted.

BID SCHEDULE

- 1. LED roadway cobra style luminaire with IES type III distribution. An initial minimum lumen output of 24,000 and maximum wattage of 180. The maximum BUG rating is 3-0-3. Approximate Quantity – 1,200**

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

- 2. LED roadway cobra style luminaire with IES type III distribution. An initial minimum lumen output of 15,000 and maximum wattage of 110. The maximum BUG rating is 2-0-2. Approximate Quantity – 1,100**

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

- 3. LED roadway cobra style luminaire with IES type II distribution. An initial minimum lumen output of 15,000 and maximum wattage of 110. The maximum BUG rating is 1-0-1. Approximate Quantity – 500**

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

- 4. LED streetlight cobra style luminaire with IES type III distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 2-0-2. Approximate Quantity – 1,200**

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

5. LED streetlight cobra style luminaire with IES type II distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 1-0-1. Approximate Quantity – 2,500

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

6. LED rental cobra style luminaire with IES type V distribution. An initial minimum lumen output of 4,800 and maximum wattage of 35. The maximum BUG rating is 3-0-2. Approximate Quantity – 4,000

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Luminaires: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

7. 7-pin LED rated solid state locking style photocontrol, 120-277V multi-voltage, load rating of 1,000 watts, 1,800 VA ballast, 1.5 fc turn on, 2-5 second turnoff delay, fail to on, minimum 800 Joule surge protection, minimum 10-year warranty, thick cover, gray color. Approximate Quantity – 10,500

Manufacturer: _____

Model: _____

Lead Times: _____

References: _____

Total Photocontrols: _____

U.S. Commercial Availability: _____

List of Exceptions to Project Specifications:

Paragraph No. Exception

Material Price:

Delivery Price:

Sales Tax (if applicable):

In Regard to Future Purchases, This Price Will Be Held Until:

Bid Sheet (Required)

Total Base Bid: _____

Total NC Sales Tax: _____

Total Delivery Cost (if applicable) _____

Total Cost to City: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone Number: _____

NC Contractor's License Type and Number: _____

Number of Addendums Acknowledged (circle one) N/A 1 2 3 4

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

Address Bid to: Ricky Wilson, Purchasing Manager
 City of Wilson
 P.O. Box 10
 Wilson, NC. 27894-0010
 rvwilson@wilsonnc.org

Please indicate firm name, title, and RFP# on the outside of the envelope.

EXECUTION OF PROPOSAL

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

An authorized representative of the firm signs this proposal.

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

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

Therefore, in compliance with this Request for Proposal, and subject to all conditions here, the undersigned offers and agrees, if this proposal is accepted within 12 months from the date of the opening, offeror agrees to furnish subject goods and or services to the City of Wilson at the prices in the "Pricing Section" of the document for the items listed in this Request for Proposal.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP:

TELEPHONE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

BY: _____ TITLE: _____

DATE: _____

(Signature) _____ (Typed or printed name)

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. UNSIGNED PROPOSALS WILL NOT
BE CONSIDERED!**

ACCEPTANCE OF PROPOSAL
CITY OF WILSON

BY: _____ TITLE: _____ DATE: _____