



CITY OF BARBERTON
DEPT. OF PARKS AND RECREATION
576 W Park Avenue
Barberton, OH 44203
Phone: 330-753-6611

INVITATION TO BID

**LED RETROFIT LIGHTING UPGRADE TO THE FOUNDATION FIELDS BASEBALL COMPLEX
LIGHTING SYSTEM AT 841 WOOSTER RD., BARBERTON OHIO
INSTALLATION AND REMOVAL OF EXISTING METAL HALIDE LIGHTING TO BE
REPLACED WITH LED RETROFIT LAMPS AS SPECIFIED IN BID DOCUMENT+APPENDIX A**

Date: February 15, 2022

To whom it may concern:

The City of Barberton is currently seeking bid proposals from interested and qualified vendors to provide and install exterior LED lighting retrofit upgrades for the Foundation Fields Baseball Complex located at 841 Wooster Rd., Barberton, OH. This bid includes removal and lawful disposal of the existing metal halide lighting units and install new LED retrofit lamp units and power supplies as specified by the City of Barberton and as more fully described and set forth in the specifications below. The successful Bidder will be responsible for any cleanup and any damage to the baseball fields and site as proposed in this bid as a result of the installation process. See below and Appendix A for additional information.

All Bids to be mailed to:

City of Barberton
Mayors Office
576 W Park Avenue
Barberton, OH 44203

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday. **All proposals must be received on or before 1:00 p.m. on March 11th, 2022. Late proposals will not be considered.**

The City of Barberton reserves the right to forego any formalities and reject any or all proposals. The City of Barberton is an Equal Opportunity Employer.

This Invitation to Bid can be found on and downloaded from the City of Barberton website:
www.cityofbarberton.com

Sincerely,

Don Patterson
City of Barberton
Director of Parks and Recreation

William B. Judge
Mayor
City of Barberton

City of Barberton
Foundation Fields Baseball/Sports Complex LED Lighting Upgrade
Invitation to Bid

SCOPE OF WORK FOR BID

INSTALLATION OF (178) UNITS OF LED LAMP #SBL-500W12-55K-E32-G2 – RETRO-FIT LAMP/LIGHTING KIT TO INCLUDE SCREW-IN (E39) MOGUL BASE LED LAMP UNIT WITH REMOTE POWER SUPPLY OR AN APPROVED ALTERNATE (E39) MOGUL BASE LED LAMP AND REMOTE POWER SUPPLY PRODUCING A MINIMUM OF 82,500 LUMENS (CCT OF 5000K TO 5500K ACCEPTABLE), 480V DRIVER, MOGUL BASE, UL OR ETL LISTED, LM79 & LM80 TESTED, WITH A MINIMUM 5 YR/50,000 HOUR WARRANTY. ALTERNATE LAMP CUT SHEET TO BE INCLUDED WITH BID. THESE UNITS ARE TO REPLACE (178) EXISTING METAL HALIDE LAMPS MOUNTED IN EXISTING FIXTURES ON POLES THAT ARE APPROX. 65FT HIGH. THESE WILL PROVIDE NEW LIGHTING FOR 4 BASEBALL FIELDS. PROJECT INCLUDES REWIRING OF EXISTING LIGHTING FIXTURES TO ACCEPT EXTERNAL LED POWER SUPPLY IN BASE OF EXISTING LIGHT POLES. DIRECT LINE (480V) TO NEW LED LAMP POWER SUPPLY-1 POWER SUPPLY PER LED LAMP. APPROVED MANUFACTURER TO SUPPLY BOTH LED RETROFIT LAMP UNIT+POWER SUPPLY UNIT. EACH LAMP TO BE REWIRED TO BYPASS AND REMOVE OLD BALLASTS AND OLD METAL HALIDE LAMPS. REMOVAL AND DISPOSAL OF OLD BALLASTS/POWER SUPPLIES AND METAL HALIDE LAMPS (HAVING MERCURY CONTENT) TO BE DONE IN ACCORDANCE WITH EPA AND FEDERAL LAWS. DISPOSAL COSTS TO BE INCLUDED WITH THIS BID.

The City intends to open the bid responses to this Invitation to Bid (hereafter called ITB) on March 11th, 2022 and to select qualified vendor(s), if any.

A. INTRODUCTION:

1.1 Purpose/Objective

The City of Barberton (hereafter called the City) is seeking installation of energy efficient LED lighting for the Foundation Fields Baseball Complex. The City has determined that it is desirable to solicit bids from interested and qualified vendors/contractors to install energy efficient LED lighting at the (4) baseball fields at 841 Wooster Rd. using LED lamps with specifications set forth in Appendix “A”. In addition, the vendor will be responsible for any damage to building or site, and site cleanup.

1.2 Inquiries

Any questions related to this Invitation to Bid (ITB) should be directed to City of Barberton representatives: Lisa McLean (llmclean@cityofbarberton.com), William B. Judge (wjudge@cityofbarberton.com) Phone: 330-848-6719

B. GENERAL DESCRIPTION OR REQUIRED PERFORMANCE OUTCOMES:

2.1 Anticipated Services to be provided under this ITB

Successful Bidder will be expected to install LED lighting retro fit units throughout: Foundaton Fields Baseball Complex

In addition, to remove and rewire the existing sports lighting fixtures to accept direct line power (480V) and replace 178 metal halide lamps with 178 new LED retrofit lamps and bypass the current ballast/power supplies and installing a remote external LED power supply to each of the existing lamp heads in the base of the existing poles. Specifications for all LED units to be used by the successful bidder are set forth in Appendix A. Poles are approx. 60-65 feet high. Successful bidder must properly and legally dispose of the existing metal halide lamps (containing mercury) as described by the EPA and Federal Laws.

2.2 Scope of Work

Contractor must provide any and all equipment and material to perform necessary services. Services identified in 2.1 above will include removal and disposal of old ballasts, metal halide lamps, all site cleanup at each field location and installation of LED lighting. The contractor will also be held responsible to repair any damages occurred during the installation process.

C. SPECIFIC REQUIREMENTS:

3.1 The Contractor agrees to provide services to the City as an independent contractor and not as an employee, as those terms are understood for Ohio and Federal law purposes. The Contractor agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholdings and any other insurance or taxes, including but not limited to Federal and income taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the Contractor. The Contractor agrees to indemnify the City and hold the City harmless from any claims, suits, losses, or damages, including reasonable attorney fees, resulting from any failure on the part of the contractor to satisfy its obligations as stated herein.

3.2 The Contractor acknowledges and agrees to purchase, register and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000/\$3,000,000.

3.3 The contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000/\$3,000,000 for personal injury and property damage, and \$3,000,000 aggregate to protect against claims brought against the City, which may arise from the provision of services under a subsequent agreement. Contractor agrees to name the City as an additional named insured.

3.4 The Contractor agrees to indemnify the City and hold the City harmless from any claims (including but not limited to claims under Ohio Labor Law if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the Contractor, or any other person performing services pursuant to a subsequent agreement. Any and all employees or subcontractors working under Contractor must be trained and instructed under requirements of Ohio law. The Contractor shall be liable to the City for any loss, damage or destruction or any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services pursuant to a subsequent agreement.

3.5 The Contractor may not assign, transfer, sublet or otherwise dispose of the Agreement without the prior written consent of the City.

3.6 The City reserves the right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

D. ELIGIBLE APPLICANTS:

4.0 **To be deemed an eligible applicant, you must have properly registered with the City of Barberton and have insured equipment, and be licensed (if required) to operate said equipment. Bidder must also be a licensed electrical contractor with the State of Ohio.**

E. PROPOSAL FORMAT:

5.0 To be submitted on your own forms, but must include the non-collusion form, corporate form set forth at the end of this ITB.

F. BASIS OF AWARD:

6.1 All proposals will be evaluated to determine if they meet the requirements of the Request for Proposals. The City may, as it deems necessary, conduct discussions with the contractor(s) it deems reasonably suspected of being selected for award, for the purpose of clarification and responsiveness to requirements. The City may assign varying weight to criteria, and reserves its right to make an award based upon “best value” criteria.

6.2 Information gathered by the City from the City, during any interviews, and any other information and factors deemed relevant by the City may be considered in a final award. Some additional information and criteria the City may consider includes, but is not limited to the bidder’s reputation (of the contractor), commitment to quality of services, responsiveness.

6.3 The City reserves the right to accept or reject any and all ITB’s, and to select proposals for award other than those with the lowest price(s) in consideration of best value and best interests of the City.

6.4 The Award may be made to the most responsible bidder whose bid is determined to be in the best interest of the City of Barberton, and deemed to best serve the City’s needs and requirements, based on the evaluation of all information provided including an interview with Contractor and the Award Committee.

6.5 The award shall be made by best value, and must be in the best interest of the City. The City reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection for waiver is in the interest of the City. Price will not necessarily be the determining factor in the award of the contract. The bid award will be in the best interest of the City for approval. Contract award will be made by the City of Barberton.

6.6 Contractors will be notified in writing of the successful award after formal acceptance by the City of Barberton.

G. CONTRACT PERIOD:

7.1 Initial contract period shall be determined relative to the date of proposal acceptance, City calendar and any other relevant terms or conditions. It is the intention that the entire project be completed by the early Spring of 2022.

H. GENERAL INFORMATION:

I. PROPOSAL FORMAT:

Your proposal can be submitted on your own form, but must include the following to be considered:

1. Name, Address, Contact Person.
2. Telephone Number/Fax Number/E-mail Address.
3. Years of experience, if any, in commercial electrical/lighting retrofit services.
4. Description of equipment intended to be used for the project.

II. PROPOSAL REQUIREMENTS:

1. Proposals must be accompanied by a signed Proposal Form, signed Non-Collusion Statement and signed attestation of Good Standing, if corporate entity. These forms can be found at the end of these specifications.
2. Provider must submit their written proposal on their own forms.
3. One original and four (4) copies of the proposal must be provided.
4. Read all documents contained in the proposal package.
5. Proposals must be submitted to:

City of Barberton, Mayors Office, 576 W. Park Ave. Barberton OH 44203

6. To be considered, the proposal must be received no later than 1:00 p.m. on February 12, 2021. No proposals will be accepted after the designated time.
7. Providers shall indicate on the outside of their sealed proposal the following information:
 - a. Title of Bid (Barberton Foundation Fields Bid, Lighting Upgrades)
 - b. Company Name/Bidders Name

Failure to do will result in the rejection of the bidders proposal.

III. LATE PROPOSALS:

Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned, unopened to the Contractor.

NOTE: Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

IV. NON-COLLUSION STATEMENT:

A signed Non-Collusion Statement shall be returned with your proposal.

V. PROPOSAL CONTENT:

All information required by these specifications must accompany the proposal or provider may be disqualified.

VI. ADDENDA:

Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

Addenda will be mailed, emailed or faxed to all who are known by the City to have received a complete set of specification documents. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the ITB, or addendum including postponement.

VII. PROPOSAL RECEIPT BY A THIRD PARTY:

Any Contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the City of Barberton.

The City does not officer or supply anyone the list of people that have obtained a copy of these ITB specifications for the project prior to opening the Bid. NO EXCEPTIONS ARE MADE TO THIS POLICY.

I. CONFLICTING TERMS:

8.1 The requirements provided in the "specification" portion of these documents shall govern in any conflict with any other language provided in the general "Terms and Conditions" or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

J. EXECUTORY CLAUSE:

9.1 Any contract offered in response to this ITB shall contain the following clause: "This Contract shall be deemed executory only to the extent of funds appropriated by the City of Barberton and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the City of Barberton beyond the amount of such funds."

K. NO JOINT BIDS:

10.1 Joint Bid/ITB's will not be accepted. For purposes of the specifications, the term joint Bid/RFP shall include, but is not limited to, any Bid/RFP submitted jointly by two or more Contractors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid or to be formed for the purpose of entering into a contract pursuant to such Bid.

L. PAYMENTS UNDER CONTRACT AWARD:

11.1 Payments will be made by the City after prescribed services have been rendered and are complete. Payment will be made 45 days upon submittal of completed work and completed invoice. Any claim against the contract may be deducted by the City from any money due him in the same or other transactions. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the City as compensation for any loss, damage, or cost incurred by the City as a result of said non-performance.

M. CONFLICTS OF INTEREST:

12.1 In executing and submitting this Bid, the bidder represents and warrants that no person who is an elected official, officer, or employee of the City of Barberton, not any person whose salary is payable in whole or in part, by the City or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have a financial interest, direct or indirect, in the contract to be awarded hereunder or in the proceeds thereof, unless such person completes and submits a Disclosure Form, on a form acceptable to the City, disclosing their interest or seeks a formal opinion from the City of Barberton as to whether or not a conflict of interest exists. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability entitling the City to recover all monies paid hereunder and Contractor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

N. FEDERAL DISBARMENT DISCLOSE REQUIREMENT (MANDATORY)

13.1 All bidders, contractors, sub-contractors and equipment vendors must show proof/documentation that none of those entities are on the Federal Debarment List (SAM.GOV). This disclosure is mandatory to be considered for project award.

BID SIGNATURE PAGE

**LED LIGHTING UPGRADE TO THE CITY OF BARBERTON FOUNDATION FIELDS
BASEBALL COMPLEX**

TO: CITY OF BARBERTON

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the reference Invitation for Bid. If successful, the Bidder hereby Agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within reference Invitation for Bid, at prices submitted in referenced specification. I certify that I am authorized to sign this proposal, myself or in behalf of the company or firm I represent, and to enter into a binding contract with the City of Barberton. This signed proposal will become part of a binding contract after award by the City of Barberton to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the City of Barberton, the Contractor acknowledges they have read, understood, and agree to all aspects of the specification as presented without reservation or alteration.

Legal name of person/firm/corporation

Authorized Signature

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

E-mail address

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

CITY OF BARBERTON FOUNDATION FIELDS LED LIGHTING UPGRADE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty or perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, a bid for the purpose of restricting competition.
4. No person, broker or selling agent had been employed or retained by the bidder to solicit or secure this award upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The bidder further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between parties.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which process are submitted.

Legal name of person/firm/corporation

Authorized Signature, Title

Address

Printed Name, Title

City/State/Zip

Title

Date

Telephone No.

Fax No.

E-mail address

YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING

As a duly authorized official of the Applicant Entity identified below, I certify and attest that the following condition are true and accurate:

The applicant is not currently the subject of an enforcement action related to an investigation by a State or Federal agency.

The applicant corporate entity is in good standing and is in compliance with required corporate filings.

Legal name of firm/corporation

Authorized Signature

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

E-mail address

APPENDIX A

<u>LOCATION/Existing Fixture</u>	<u># FIXTURES</u>	<u>LED REPLACEMENT LAMPS</u>
FOUNDATION FIELD #1 SPORTS LAMPS	44	SBL-500W12-55K-E32-G2 OR APPROVED ALTERNATE
FOUNDATION FIELD #2 SPORTS LAMPS	46	SBL-500W12-55K-E32-G2 OR APPROVED ALTERNATE
FOUNDATION FIELD #3 SPORTS LAMPS	44	SBL-500W12-55K-E32-G2 OR APPROVED ALTERNATE
FOUNDATION FIELD #4 SPORTS LAMPS	44	SBL-500W12-55K-E32-G2 OR APPROVED ALTERNATE

	178	TOTAL UNITS

MANUFACTURERS REPRESENTATIVE FOR PART # SBL-500W12-55K-E32-G2

STARBRIGHT LIGHTING USA

CONTACT: INFO@HUDSONLED.COM FOR QUOTE OR MORE INFO
REFERENCE #021-151

800-614-1925

CITY OF BARBERTON BASEBALL FIELDS (4) - 841 WOOSTER RD.

