



**COUNTY OF SPOTSYLVANIA, VIRGINIA
INVITATION FOR BID (IFB) 12-05-24
PATRIOT PARK & LEGION SPORTS FIELD LIGHTING
November 10, 2011**

Name of Soliciting Public Body:

County of Spotsylvania, Procurement Division
P.O. Box 215, 8800 Courthouse Road
Spotsylvania, VA 22553

A **mandatory** pre-bid meeting will be held **November 29, 2011 at 10:00 AM**, Spotsylvania County Marshall Center Building, 8800 Courthouse Road, Spotsylvania, VA 22553

Sealed Bids Will Be Received Until **December 15, 2011 at 2:00 PM** For Furnishing The Services Described Herein.

Project:

Name: Patriot Park & Legion Sports Field Lighting

Description: Furnish, deliver, install and render operational sports field lighting systems for Patriot Park soccer fields #5 & #6 and Legion Field baseball field.

All Inquiries For Information Should Be Directed To:

Donna Beasley, CPPB, Procurement Officer I
Phone: (540)507-7586
Fax: (540) 582-6304
Email: dbeasley@spotsylvania.va.us

If you have obtained this bid document from the County's website or a source other than the County of Spotsylvania, contact the Procurement Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Procurement Division is not responsible for providing addenda if the bidder has not contacted the department as a prospective bidder.

TABLE OF CONTENTS FOR IFB #12-05-24

I.	PURPOSE	PAGE 3
II.	BASIS OF AWARD	PAGE 3
III.	INSTRUCTION TO BIDDERS	PAGE 3
IV.	CONTRACT PERFORMANCE	PAGE 7
V.	SPECIFICATION	PAGE 12
VI.	TERMS AND CONDITIONS	PAGE 12

ATTACHMENT A – SPOTSYLVANIA COUNTY SPECIFICATION

ATTACHMENT B – BID FORM

I. PURPOSE

Bids will be received for the contemplated purchase of materials and services to furnish, deliver, install and render operational sports field lighting systems for Patriot Park soccer fields and Legion Field baseball field. The required services shall be described in the specification entitled “Spotsylvania County Specification for Patriot Park & Legion Sports Field Lighting” dated November 7, 2011, found as Attachment A of the IFB.

The intent of this Invitation for Bid (IFB) is to solicit bids from qualified firms and to set forth the Terms and Conditions whereby Spotsylvania County may contract with the successful Bidder to furnish, deliver, install and render operational the sports field lighting systems area as described herein.

II. BASIS OF AWARD

The award of a contract resulting from this Invitation for Bid shall be based on the following criteria submitted from the lowest responsive and responsible bidder:

Price - The bids will be evaluated to be deemed a responsive and responsible bidder according to Spotsylvania County Procurement Policy and contract award will be based on the grand total of the base and alternate bid price stated on the bid form.

Spotsylvania County intends to award to the lowest responsive and responsible bidder by considering the Total Bid Price on the Bid Form. The County reserves the right to reject any and all bids in whole or in part and to waive any informality prior to making an award.

III. INSTRUCTIONS TO BIDDERS

- A. This competitive sealed bidding procurement shall be conducted in accordance with the Spotsylvania County Procurement Policy. The Procurement Policy is available at <http://www.spotsylvania.va.us/content/2614/147/2742/207/7910.aspx>
- B. Bids may be withdrawn at any time before the bid opening. A Bidder wishing to withdraw the bid after bid opening may do so in accordance with Spotsylvania Procurement Policy Section 3-16.
- C. Bids must be made by utilizing, initialing and signing Attachment B, of the Bid Form. The Bid Form (all pages) of this IFB must be completed and returned for a bidder to be considered responsive. Specifications incorporated this Invitation to Bid should be followed accordingly.

The Response Statement of the Bid Form must be completed in a sufficient manner to allow for a detailed comparison of the IFB Specification and the bidder's proposed construction work to ascertain adherence to the Specification. The bidder must explain in the Response Statement any deviations from the Specification.

- D. Questions concerning the operations and requirements of the Spotsylvania County Parks & Recreation Department as related to the required services, and questions related to this IFB and the contractor selection process should be directed to:

Donna Beasley, CPPB – Procurement Officer I
Spotsylvania County Government
Phone: (540) 507-7586
Fax: (540) 582-6304
E-Mail: dbeasley@spotsylvania.va.us

Questions may be faxed or e-mailed to Spotsylvania County. All responses to inquiries will be in writing and will be provided to all prospective Bidders who have registered with Spotsylvania County and expressed intent to bid. Questions from Bidders must be received at Spotsylvania County by 12 noon on, December 6, 2011 to ensure that the answers can be distributed and received by all registered bidders.

- E. Bidders are responsible for familiarizing themselves with the specifications for the field lighting for Spotsylvania County.
- F. Late bids will not be considered and will be returned to the Bidder UNOPENED.
- G. All bids must be in a sealed envelope and clearly marked in the lower left hand corner:

Business/Contractor Name
Sealed Bid, Spotsylvania County IFB# 12-05-24, Patriot Park & Legion Sports Field Lighting
Bid Opening: 2:00 PM, December 15, 2011
DO NOT OPEN

- H. Bids will be accepted until 2:00 PM, December 15, 2011 Mailed bids must be sent to:

Spotsylvania County Division of Procurement
P.O. Box 215
8800 Courthouse Road
Spotsylvania, VA 22553

Bids will be opened at the Spotsylvania County Division of Procurement,
8800 Courthouse Road (the Marshall Center), Spotsylvania, VA 22553

The Bidder has the sole responsibility to have their bid received by the Spotsylvania County Division of Procurement at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon.** If you will be using one of these services for delivery of your bid, please take this information into consideration.

- I. Specifications incorporated into this Invitation to Bid should be followed accordingly. Bids must be made by utilizing and signing the Bid Form. The bid form must include the total sum bid price, warranty details, exceptions to the specification (if any), to be considered responsive. The Bid Form (all pages) of this IFB must be completed and returned for a bidder to be considered responsive.
- J. All warranties shall commence from the date of Spotsylvania County's acceptance the completed work. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

The minimum warranty period for the construction and related accessories shall be at least one year and shall start from the date of Spotsylvania County's acceptance of the completed work.

- K. All bids shall be accompanied by a Bid Bond from a surety company selected by the Bidder, which is legally authorized to do business in Virginia in the amount of five percent (5%) of the amount of the bid if the bid price is in an amount of or over \$100,000. If the bid prices is less than \$100,000 the County may ask for a bid bond after the opening of the IFB and performance and payment bonds before work commences. In lieu of a Bid Bond, a Bidder may furnish a certified check or cash escrow in the face amount required for the bond. Such bid guarantee shall be submitted with the understanding of the following: It shall guarantee that the Bidder will not withdraw his bid during the period of 150 days following the opening of bids; if his bid is accepted, he will enter into a formal Contract with Spotsylvania County in accordance with the County Agreement or Purchase Order included as a part of the Contract Documents; and the Standard Performance Bond and the Standard Labor and Material Payment Bond shall be given. And further, in the event of the withdrawal of the said bid within said period, or failure to enter into said Contract and give said Bonds within ten (10) days after he has received Notice of Award, the Bidder shall be liable to the Spotsylvania County Board of Supervisors for the lesser of (i) the difference between the Bid for which the Bond was written and the next low Bid, or (ii) the face amount of the Bid

Bond. This amount represents the damage to the Spotsylvania County Board of Supervisors on account of the default of the Bidder in any particular hereof.

- L. As a guideline, Spotsylvania County anticipates the following timetable for selection of a Contractor.

<u>Date</u>	<u>Activity/Event</u>
November 10, 2011	Invitation for Bid Issued
November 29, 2011	Mandatory pre-bid meeting 10:00 AM
December 6, 2011	Deadline for Questions is 12:00 noon
December 15, 2011	Bids Due Prior to 2:00 p.m. Deadline
January - February 2012	Award Contract

- M. Bid price will include freight to the specified delivery location in Spotsylvania County, Virginia, and associated insurance. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The County will not assume any responsibility for receiving these shipments. Contractor shall check with owner and make necessary arrangements for security and storage.
- N. Failure to manually sign the bid shall disqualify it. The person signing bid shall show title or authority to bind his firm in a Contract.
- O. Any quantities indicated in this IFB are for informational purposes only and are not guaranteed to be purchased.
- P. The prices quoted on the Bid Form shall be firm for 150 days. Prices shall be submitted in the unit of measurement specified on the Bid Form. No separate line item charges shall be permitted for either bidding or invoicing purposes on the items appearing on the Bid Form, which would include but are not limited to equipment rental, detention, demurrage, drop ship charges, local freight, or any other extraneous charges. Insertion of delivery costs, disclaimers, or limitations of liability, and the like which are not expressly allowed in this IFB will be cause for rejection of the bid.
- Q. The total of all Bid unit prices will be the sum of the products of the quantity of each item and the corresponding unit price.
- R. Payment for the work included in this section will be in accordance with the unit prices set forth in the bid for the quantity of work performed.

- S. To perform public work in the Commonwealth of Virginia, the successful Bidder (Contractor) and any Subcontractor working for the Contractor shall hold or obtain such Contractor's and Business License as required by state law and local ordinances. Bidders are required to be licensed Contractors in the Commonwealth of Virginia in compliance with Title 2.2 Chapter 43, of the Virginia Code. The bidder shall show evidence of compliance with these licensing requirements as a condition of the Bid being considered. The Bidder's Virginia Contractor's License Number shall be listed on the Bid Form of this Invitation for Bid.
- T. The successful Bidder (Contractor) shall have been engaged in field lighting construction and work for a length of time sufficient to establish his competence for providing the required management, work, and expertise. A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package.
- U. Any vendor transacting business with Spotsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

IV. CONTRACT PERFORMANCE

A. Performance, Payment Bonds

Upon the award of a public construction Contract resulting from this IFB which exceeds \$100,000 awarded to the successful Bidder(s) (Contractor(s), the Contractor shall furnish to Spotsylvania County Performance and Payment bonds. If a contract is under \$100,000 the County may request the bonds in accordance with the Spotsylvania County Procurement Policy. The following bonds shall be furnished to Spotsylvania County:

1. A Performance Bond in the penal sum of 100 percent of the dollar value of the contract conditioned upon the faithful performance of the Contract in strict conformity with the Plans, Specifications, and Terms and Conditions of the Contract. Said bond for the faithful performance of the Contract shall remain in existence for the duration of the Contract performance time period until final acceptance of the project by Spotsylvania County.
2. Payment Bond in the sum of the Contract amount. Such bond shall be for the protection of Claimants who have and fulfill contracts to supply labor or materials to the Contractor to whom the Contract resulting from this IFB was awarded or to any Subcontractors, in the prosecution of the Work provided for in such Contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Labor or materials shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Work Site.

3. Each of the above bonds shall be executed by one or more surety companies, selected by the Contractor, which are legally authorized to do business in Virginia. Bonds shall be payable to Spotsylvania County. The Contractor shall present the Performance Bond and Payment Bond to the Spotsylvania County Procurement Division within 15 days after receipt of a fully executed Contract and prior to any Site Work. The Performance Bond shall remain in existence for the duration of the Contract performance time period, and the Payment Bond shall remain in existence for one year after final acceptance of the Work by Spotsylvania County. In lieu of payment or Performance Bonds, the Contractors may furnish a certified check or cash escrow in the face amount required for each of the bonds and which will be held for the statutory period as applicable for each bond.

B. Delivery and Installation Address

The construction work shall be performed at the site location described in the Specification contained in Section VI.

C. Notice to Proceed

A written "Notice to Proceed" shall be issued by Spotsylvania County to the Contractor fixing the date on which the Contract time will commence to run and on which the Contractor shall be authorized to begin the Work.

D. Pre-Maintenance and Repair Meeting

Before construction services have started, a representative of the Contractor shall confer with representatives of the Spotsylvania County Parks & Recreation Department and shall provide such planning, measurements, schedules etc., as are required to ensure that the planned construction activities meet the requirements of the County. At this meeting, Limits of Authority, changes, and General Procedures shall be explained.

E. Period of Contract Performance and Completion Date

The Patriot Park & Legion Field Lighting work shall be completed by the Contractor within 120 calendar days as measured from the date of the Notice to Proceed. The date which is 90 calendar days past the Notice to Proceed shall be the Contract Substantial Completion Date.

The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U. S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and

Atmospheric Administration/Environmental Data and Information services, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality closest to the site of the work.

F. Liquidated Damages

Should the contractor fail to complete the work and/or installation or any part thereof, in the time specified in the Contract Documents, the contractor shall reimburse Spotsylvania County for the additional expense and damage for each calendar day that substantial and final completion has not been achieved. The amount of such additional expense and damage incurred by reason of failure to achieve substantial completion is the per diem rate of \$300. The amount of such additional expense and damage incurred by reason of failure to achieve final completion is the per diem rate of \$600. Such liquidated damages are in addition to any other ascertainable damage allowable by law, which Spotsylvania County sustains for the contractor's breach of the contract. Spotsylvania County shall have the right to deduct liquidated damages or other such damages from any amount due, or that may become due the contractor, or the amount of such damages shall be due and collectable from the contractor or his surety. It is understood and agreed by the Contractor that any liquidated damages payable in accordance with this Agreement are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Agreement. The Contractor further acknowledges and agrees that liquidated damages may be owing even though no default has occurred or been declared.

G. Work Site Damages:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to Spotsylvania County's satisfaction at the contractor's expense.

H. Permits

The Contractor shall be responsible for obtaining a County land disturbance permit and posting erosion and sediment control surety with the County.

The Contractor shall be responsible for obtaining electrical permits.

The contractor must provide all contractors licensing information as detailed in Section IV, Paragraph I below.

I. Contractor and Sub-Contractor Licenses

Spotsylvania County requires a general contractor to provide copies of all its construction and business licenses to the County Code Compliance Department.

Upon award of a contract, and prior to work, the successful bidder (contractor) shall be responsible for providing the County's Code Compliance Department with the names of all contractors and sub-contractors involved with the project and copies of their Virginia Contractor's Licenses, Virginia Tradesman Certificates and Spotsylvania County Business Licenses, where applicable.

In addition, the contractor shall complete a sub-contractor roster. This must be returned to the County Business License Office prior to final inspection of the completed work.

J. Inspection

a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the County will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.

c. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request

promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

d. The contractor project inspector will recommend to the County that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.

e. The contractor project inspector has no authority to and shall not:

- (1) Authorize deviations from the contract documents;
- (2) Enter into the area of responsibility of the contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
- (4) Authorize or suggest that the owner occupy the project, in whole or in part;
- (5) Issue a certificate for payment.

K. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

L. Pipeline Locations and Miss Utility

The contractor shall be responsible for calling Miss Utility of Virginia at (800) 552-7001 prior to digging at the work site.

V. SPECIFICATION

The Specification "Spotsylvania County Specification for Patriot Park and Legion Sports Field Lighting" dated November 7, 2011 , is attached and incorporated herein to this IFB and made a part hereof.

VI. TERMS AND CONDITIONS

A. Acceptance, Invoicing and Payment

Spotsylvania County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for services or goods rendered resulting from this IFB.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the CONTRACTOR covenants and agrees to:

- (1) Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;
- (2) Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
- (3) Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
- (4) Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.

C. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

E. Compliance of Law

The Contractor providing materials and services to the County under any contract resulting from this IFB represents and warrants to the County that it is:

- (1) Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
- (2) Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986; and Virginia Code § 2.2-4311.1.
- (3) Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
- (4) In full compliance with the Virginia Conflict of Interest Act.

F. Contract Award

Spotsylvania County reserves the right to accept or reject any and/or all bids, and to waive informalities. Spotsylvania County reserves the right to award any contract resulting from this IFB to the lowest priced responsive and responsible bidder, resulting in a contract that is most advantageous and in the best interest of Spotsylvania County. Spotsylvania County shall be the sole judge of the bids and the resulting contract that best serves the public interest, and Spotsylvania County's decision shall be final.

Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the County reserves the right granted by Virginia Code § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

G. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Invitation for Bid (IFB), IFB

Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the county Administrator or his designee.

H. Contract Documents

The contract entered into by Spotsylvania County and the Contractor shall consist of this Invitation For Bid, the Specification, any Addendum issued, the signed Bid Forms submitted by the Contractor, Spotsylvania County's Standard Form Agreement, Purchase Order and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

I. Cooperative Procurement

- (1) This procurement is being conducted on behalf of Spotsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- (2) If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.
- (3) With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- (4) The County of Spotsylvania, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Spotsylvania County contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.
- (5) Spotsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

J. Definitions:

1. Contractor:

The successful bidder who enters into a contract with Spotsylvania County to provide the goods or services as specified herein.

2. County:

Wherever the word “County” appears, it shall be understood to mean the Spotsylvania County Government.

3. Bidder:

One who submits a competitively priced offer in response to an Invitation for Bid (IFB).

4. Informality:

A minor defect of variation in a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

K. Drug-Free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this IFB, are proper and in accordance herewith. By submitting a response to this solicitation, bidder certifies that their bid is made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement

transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

M. Examination of Records

The Contractor agrees that Spotsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Contractors agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

N. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

O. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

P. Force Majeure

In any contract resulting from this IFB, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Contractors shall provide to the County within 24 hours of Contractor's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Contractor has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Contractor to obtain said materials; 4) a written statement, signed by an authorized representative of Contractor, that Contractor has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Contractor anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by contractor.

Q. Freedom of Information

All information submitted to the County in response to this IFB will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3-27, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary

information.

R. Governing Law

In any contract resulting from this IFB, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Spotsylvania County Procurement Policy and the laws of the Commonwealth of Virginia, including the Spotsylvania County Procurement Policy, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

S. Grant Funds Provision

When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

T. Headings

Headings in the IFB and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

U. IFB and Bid Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more bidders. Each bidder shall examine the IFB and shall judge all matters relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to the Spotsylvania County Procurement Manager or Procurement Officer I or II. Spotsylvania County shall not be responsible for oral interpretations given by an employee, representative, agent, or others. The issuance of a written IFB Addendum signed by the Spotsylvania County Procurement Manager or Procurement Officer I or II is the only official method whereby interpretation, clarification, or additional information can be issued. If any Addenda are issued to this IFB, Spotsylvania County will notify all prospective bidders who have given Spotsylvania County written notice of their intent to bid.

V. Insurance

During the performance of any contract resulting from this IFB, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

- (1) Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employer's Liability in not less than the following amounts:
 - a. i Bodily Injury by accident, \$100,000 for each accident;
 - b. ii Bodily Injury by disease, \$500,000 policy limit;
 - c. iii Bodily Injury by disease, \$100,000 for each employee;
- (2) General Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;
- (3) Automobile Liability Insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting from this IFB. The Contractor shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

The insurance required shall have been issued by a company rated "A" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

W. Interpretation

Words of any gender used in a resulting contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

X. Non-Collusion

The party making the foregoing proposal hereby certifies 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 to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

Y. Non-Discrimination

Any contract resulting from this IFB and every contract, sub-contract, or purchase order there under shall include the following provisions according to 2.2-4311 Code of Virginia:

During the performance of a contract, the Contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, 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 applicant for employment, notices setting forth non-discrimination clause.
- ii. 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.
- iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Contractor will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor associated with Spotsylvania County.

Z. Partial Invalidity

In the event any one or more of the provisions of a contract resulting from this IFB are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect.

AA. Release and Ownership of Information

Spotsylvania County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in Spotsylvania County's possession which Spotsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this IFB.

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Spotsylvania County, which approval Spotsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose without compensation to the offeror from whom the information was received.

BB. Rights and Responsibilities of Contractor

The Contractor shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Contractor and/or its Contractors or employees, or anyone else for who Contractor is or may be responsible. This section shall survive the termination this agreement.

The Contractor in any contract resulting from this IFB shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Spotsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

CC. Subcontractor and Assignments

The Contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Spotsylvania County of which Spotsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by Spotsylvania County to permit Spotsylvania County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to Spotsylvania County for approval. The subcontractor shall incorporate by reference all provisions and conditions of the contract resulting from this solicitation.

Spotsylvania County's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Spotsylvania County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this solicitation or any subcontract shall create any contractual relationship between any Subcontractor and Spotsylvania County.

DD. Tax Exemption

The County of Spotsylvania as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

EE. Termination

Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.

FF. Testing and Inspection

Spotsylvania County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications prior to award.

GG. Transportation and Packaging

By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.



**Spotsylvania County Specification
for
Patriot Park & Legion Sports Field Lighting
IFB #12-05-24
November 7, 2011**

Revisions by





Attachment A
Spotsylvania County Specification
for
Patriot Park & Legion Sports Field Lighting
IFB #12-05-24
November 7, 2011

EXTERIOR SPORTS FIELD LIGHTING

PART 1 – GENERAL

GENERAL:

Spotsylvania County Parks and Recreation Department is seeking bids from qualified contractors to furnish, deliver, install and render operational sports field lighting systems for (1) Patriot Park Soccer Field #5 and #6 and (2) Legion Field Baseball Field with Football Overlay. In addition, there are several alternate bids for outdoor sports field lighting and for parking area and walkway lighting which the County may or may not, at their sole discretion, award to the successful bidder. Legion Field includes replacement of the existing sports lighting equipment and electrical distribution services to two (2) existing buildings.

The scope of work includes providing all the material, labor, equipment, tools, supervision, and insurance to furnish, install and render operational the sports field lighting systems

1.01 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes for the sports field lighting components of this IFB.
- B. There is Work which may be covered as alternate bid options by this section of the specifications for walkway and parking lot which shall conform to the contract documents, engineering plans as well as state and local codes for the lighting components of this IFB. The walkway and parking lot lighting shall be designed by bidding contractor and meet the minimal design requests set forth herein and shall also meet all state and local guidelines for design, permitting and construction.
- C. The purpose of these specifications is to define the performance and design standards for the athletic field sports lighting and parking lot/walkway lighting systems portion of this IFB and establish minimum performance standards to be met by the successful bidder. The manufacturer / contractor shall supply and properly install sports field lighting equipment to meet or exceed the standards set forth by the criteria in these specifications.
- D. No asphalt or concrete cutting shall be allowed. All conduits shall be installed under existing asphalt and concrete areas by means of boring or directional drilling methods.

- E. All controls, switches, timers and other operating hardware locations will be identified for prospective bidders during the Mandatory Pre-Bid Meeting.
- F. The sports lighting will be for the following fields.

Base Bid:

1. 360' x 210' Soccer Field – Patriot Park Soccer Field # 5
2. 360' x 180' Soccer Field - Patriot Park Soccer Field # 6
3. 317.2'/405.1'/339.3', 90' Base path Baseball Field - Legion Field
4. 360' x 170' Football Overlay - Legion Field

Alternate bids:

The prospective bidders shall also submit alternate bids for additional sports field lighting at two (2) baseball fields at Patriot Park. The design shall be by a certified sports lighting manufacturer to meet all sports lighting standards set forth herein.

The contractor shall also provide a bid for the design and construction of walkway and parking lot lighting designed at a minimum of 1.0 foot candle average for each of the entire described parking and walkway areas. The max to min ratio requirement shall be 15:1 and the ave to min ratio shall be 5:1. These parking lot designs shall be consistent with normal parking area lighting and include design documents for pole and fixture types, submitted with bid at time of bid opening. Refer to photos in section 4.02.

Walkway lighting shall use black cast aluminum decorative poles set on concrete bases with park type fixtures mounted on top of poles with 360 degree light coverage. Fixture shall be mounted at a minimum height of 14 feet above grade. Refer to photos in section 4.02.

Parking lot poles and fixtures shall be further consistent with Parking Lot lighting equipment currently used at one of the two adjacent properties neighboring Patriot Park. The poles and fixtures used shall match the existing parking lot lighting system in use at the Spotsylvania YMCA or the Spotsylvania County Parkside Elementary School.

(Spotsylvania County reserves the right to select any, all or none of these alternate bid items during the contract award process)

1. Alternate Bid Item No 1 – Two (2) 200 foot outfield length with 60' Base path Baseball Fields – identified as Patriot Park Baseball Field #'s 5 & 6
2. Alternate Bid Item No. 2 - Patriot Park Parking Lot which serves for parking at the Patriot Park Soccer fields No's 1-4
3. Alternate Bid Item No. 3 - Patriot Park Parking Lot which serves for parking at the Patriot Park Baseball Fields No's 1-6
4. Alternate Bid Item No. 4 - Patriot Park Amphitheater Parking lot.
5. Alternate Bid item No. 5 - Patriot Park paved walkway area only which connects Patriot Park Parking lot area for Soccer Fields No's 1-4 and Patriot Park Soccer Field Parking for Fields No's 5 and 6.
6. Alternate Bid Item No. 6 - Patriot Park paved walkway areas only for all walkways at the Patriot Park Baseball Fields from both access points leading from parking lots and continuing between each and all baseball Fields No's 1-6.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:

1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
2. Notify Spotsylvania County's Procurement staff of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.
3. Selected contractor shall submit all necessary permit application information for all awarded portions of this IFB to the Spotsylvania County Code Compliance Department for obtaining all required permits within 5 days of the award of this IFB contract. (Spotsylvania County shall be responsible for all permit fees for the awarded items in this IFB) It shall further be the responsibility of the selected contractor to provide any and all information / documents to Spotsylvania County as requested in a timely manner, not to exceed 48 hours for any request, during and for the entire time of this contract award to both obtain permits and as needed for construction purposes.
4. All designs and manufacturing details of selected light component materials for the walkways and parking lots described herein shall be submitted with bid documents at bid opening by each contractor. NOTE – an example light pole and fixture photo is provided in this specification as a guide for what is desired for walkway and parking lot portions of this lighting specification. Refer to photos in section 4.02. Parking Lot lighting system shall be consistent with one or the other of two neighboring facilities at Patriot Park which are: 1. Spotsylvania YMCA – located at 5620 Smith Station Road, Fredericksburg, Va. 22407 or 2. Parkside Elementary School located at 5700 Smith Station Road, Fredericksburg, Va. 22407.
5. Contractor shall coordinate with Virginia Power, as appropriate, and the County for all electrical services, locations and systems to be replaced and/or installed.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, NEC compliance and UL listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features for all lighting projects selected by Spotsylvania County from this IFB.
- B. Provide a table of contents listing of all information being submitted. List the name of the manufacturer's local representative and his/her phone number for the sports lighting and alternate lighting projects within this IFB specification. A submittal checklist signed by the manufacturer's representative shall be included for the sports lighting components of this solicitation.
- C. On-Field Lighting design drawing(s) showing sports field lighting components of this IFB
 1. Field Name, date, file number, prepared by, and other pertinent data
 2. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), illuminance levels based on IESNA recommended grid spacing for the level of play of:

Softball, Baseball, Soccer and Football Fields: 30 ft x 30 ft

3. Pole height, number of poles at each sports field, number of fixtures per pole, as well as luminaire information, ballast factor, lamp wattage, lamp lumens, and luminaire input wattage.
 4. Height of light test meter above field surface shall be 3 feet.
 5. Summary table showing the number and spacing of grid points for each field; average, minimum and maximum illuminance levels in foot candles (fc); uniformity ratio; including maximum to minimum ratio and maximum to average, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts per field and light loss factor.
 6. All manufacturers shall provide both initial and maintained light scans using a maximum Recoverable Light Loss Factor (RLLF) of 0.70 and specified in 1.08 B.
- D. Life Cycle Cost Calculation: (For sports field lighting components of this IFB only)
Contractor shall furnish calculations which document life cycle costs as defined in the specification. Identify energy costs for operating for operating the luminaires, maintenance cost for the system including spot lamp replacement and group relamping costs. All costs shall be based on 25 Years. The calculations shall be provided for informational purposes.
 - E. Luminaire Aiming Summary (For sports field lighting components of this IFB only)
Contractor shall submit a document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall also identify the type of luminaire.
 - F. Structural Calculations (This applies to all lighting – including sports field lighting, parking area and walkway lighting areas of this IFB). Contractor shall submit pole structural calculations and foundation design showing foundation shape, depth of backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design shall be signed and sealed by a Structural Engineer Licensed in the State of Virginia.
 - G. Control and Monitoring (This applies to all lighting – including sports field lighting, parking area and walkway lighting areas of this IFB). Manufacturer shall provide written definition and schematics for automated control system to include monitoring system. Manufacturer shall also provide examples of system reporting and contact numbers for personal to be contacted for assistance in the operation of the sports field lighting systems.
 - H. Electrical Distribution Plans (This applies to all lighting – including sports field lighting, parking area and walkway lighting areas of this IFB). Manufacturer shall include an electrical distribution plan including service entrance, panels conduit and wire sizing, signed by a licensed Electrical Engineer in the state of Virginia.
 - I. Performance Guarantee (For sports field lighting components of this IFB only).Contractor shall provide a complete lighting systems performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the Owner.
 - J. Warranty to the Owner. (For sports field lighting components of this IFB only) Light levels shall be guaranteed to meet the specification for 25 years: Contractor shall furnish a written warranty and supporting information including all terms and conditions for the sports field lighting system, controls, electrical features and all appurtenances.
 - K. Independent Testing Report (For sports field lighting components of this IFB only)
Manufacturer bidding any form of a lumen maintenance control system shall provide an independent test report certifying the system meets the lumen maintenance control strategy defined in section 1,04 LIGHTING PERFORMANCE herein, and verify the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. The independent report shall be signed and sealed by a licensed professional engineer with

outdoor sports lighting experience. This report must be an actual test report verifying the manufacturer's ability to maintain light levels for the useful life of the lamp, not simply a letter of opinion.

- L. Project References (For sports field lighting components of this IFB only)
Manufacturer shall also provide a list of similar sports lighting projects where the control technology proposed for this project has been installed in the state of Virginia. If any form of a lumen maintenance control system is bid, a minimum of five (5) project references within the State of Virginia completed within the last three (3) calendar years is required. For a depreciating light system, a full list of projects completed within the past three (3) years is required. Reference list shall include project name, project city and contact name and contact phone number.
- M. Product Information: A complete set of product brochures shall be submitted for all components, including a complete parts list and UL Listings. (For both the sports lighting and all alternate lighting components of this IFB solicitation)
- N. Compliance: (For sports field lighting components of this IFB only) Manufacturer shall warranty that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications. .

1.04 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be illuminated to an average maintained light level and uniformity as specified below. Light levels shall be guaranteed for 25 years. The manufacturer shall develop lighting calculations and take field measurements on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/-10% of predicted mean in accordance with IESNA RP-6-01, and measured after a minimum 100 hours of operation to allow "burn in" of lamps. Contractor is advised that the Owner has a limitation of not greater than 0.5 fc of lighting at the property boundary. Contractor shall furnish information to document the following:
 - 1. Area of Lighting
 - a. Average Maintained Light Levels
 - b. Maximum to Minimum Uniformity Ratio
 - c. Coefficient of Variance
 - d. Grid Spacing
 - 2. Baseball and Softball Field
 - a. 50 footcandles infield; 30 footcandles outfield
 - b. 3:1 infield (max/min); and 3:1 outfield (max/min)
 - c. 0.25 or less
 - d. Grid minimum 20 ft x 20 ft infield and 30 ft x 30 ft outfield
 - 3. Soccer and Football Field
 - a. 50 as per class IV – discuss with Darrell
 - b. 3:1 (max/min)
 - c. 0.25 or less
 - d. Grid minimum – 30 ft x 30 ft
 - 4. Lumen maintenance control strategy: The lighting system shall use automatic power adjustments to achieve a lumen maintenance control strategy as described in the IESNA Lighting Handbook 9th Edition Lighting Controls Section pages 27-2 and 27-3: "Lumen maintenance control strategy calls for reducing the initial illumination of a new system to the designed minimum level. As lumen depreciation occurs, more power is applied to the lamps in order to maintain constant output."

1.05 LIFE CYCLE COSTS

- A. Energy Consumption: The average kWh consumption for the field lighting system shall be approximately as per the following power consumption requirements and shall be based from the acceptance of the sports lighting system and until twenty-five (25) years thereafter:

1. 44 kWh for Patriot Park Soccer Field # 5
2. 38 kWh for Patriot Park Soccer Field # 6
3. 80 kWh for Legion Baseball Field
4. 60 kWh for Legion Football Overlay
5. Alternate Bid Option No. 1 - 28 kWh for each Patriot Park Baseball Field #'s 5 and 6

- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 25 years of operation based upon the following projected hours of lighting operation per field on an annual basis:

1. 500 hours/yr for Patriot Park Soccer Fields # 5 and # 6
2. 300 hours/yr for Legion Baseball Field
3. 200 hours/yr for Legion Field Football Overlay
4. Bid Option No. 1 - 300 hours/yr for each for each alternate Patriot Park baseball Field #'s 5 and 6

Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of sports lighting equipment acceptance of installation and initial operation by Owner. Individual lamp outages shall be repaired when the usage of any field is materially impacted and shall not exceed more than three (3) lamps out at any one time. Owner agrees to check fuses in the event of a luminaire outage and to report findings to sports lighting manufacturer's representative.

- C. Remote Monitoring System: (For sports lighting components of this IFB only)

The system shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the Owner of outages within 24 hours, or the next business day. The remote monitoring system shall be capable of determining switch position (whether Manual or Auto) and contactor status (whether open or closed).

- D. Remote Lighting Control System: (For sports lighting components of this IFB only)

System shall allow Owner and authorized users' access using a security code to schedule on/off system operation via a web site, phone, fax or email system up to one (1) year in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Manufacturer's trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

1. The Owner may assign various security levels to sport field users and event schedulers by function and/or by fields. This function shall be flexible to allow a range of privileges such as full scheduling capabilities for all fields or to regulate access so that permission may be granted to execute "early off" commands by phone.
2. Controller shall accept and store 7-day schedules and shall be protected against memory loss during power outages. System shall reboot once power is regained and execute any commands that would have occurred during outage.

E. Management Tools: (For sports lighting components of this IFB only)

Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.

1. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the sports field lighting system that is readily accessible by the Owner.
 - a. Cumulative hours: Shall be tracked to show the total hours used by the facility and individual hours for each sport field.
 - b. Current lamp hours: Shall be tracked separately to reflect and track the total number of hours on the current set of lamps being used, so that relamping may be properly scheduled.

F. Communication Costs: (For sports lighting components of this IFB only)

Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years following acceptance of the installation and start-up operation of the sports lighting system.

G. 25-Year Life Cycle Cost: (For sports lighting components of this IFB only)

Manufacturer shall assemble and submit sports lighting system life cycle cost calculations for each field based on the projected operating hours (refer to section 1.05 B) which shall be based on a twenty-five (25) year duration using the units and basis of costs as Follows:

1. Luminaire energy consumption: Number of luminaires _____ x _____ kW demand per luminaire x \$0.08 / kWh rate x annual usage hours per field _____ x 25 years =
 - a. \$ _____ for 25 year period
2. Cost for spot relamping and maintenance over 25 years: Assume eight (8) repairs at \$500 each year:
 - a. Add \$ _____
3. Cost to relamp all luminaires during 25 years: Annual usage hours _____ x 25 years / 2100 hours x \$125 per lamp (includes labor cost) x Number of fixtures (this is calculated per field and totaled as 3.a.)
 - a. Add \$ _____
4. Extra energy used without base bid automated control system: \$ Energy consumption in item 1.a. x 10% (if control system not included with the bid):
 - a. Add \$ _____
5. TOTAL 25-Year Life Cycle Operating Cost = Sum of (1.a + 2.a + 3.a + 4.a):
 - a. TOTAL \$ _____

(The calculations shall be provided to the Owner for Informational Purposes.)

1.06 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: (For sports lighting components of this IFB only) Each manufacturer shall supply a signed warranty covering the entire sports lighting system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.

- B. **A letter from the Manufacturer stating that they “maintain specifically funded financial reserves to assure fulfillment of the warranty” shall be provided upon award.** Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. Group lamp replacements for constant light systems must occur in accordance with the independent test report provided by the manufacturer and lamps shall be replaced every 2100 hours of use.

1.07 DELIVERY TIMING

- A. Equipment On-Site: All equipment shall be delivered on site within 4-6 weeks following receipt of approved submittals and receipt of complete order information for all sports lighting components.

1.08 ALTERNATE SYSTEM REQUIREMENTS (For sports lighting components of this IFB only)

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to fully comply with the requirements of these specifications. Any exceptions to the specifications shall be brought to the attention of the Owner prior to bid opening and there shall be no conditioned bids provided.

- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the sports field for a minimum time period of not less than 25 years. If a constant light level cannot be maintained or shall the specified maximum Recoverable Light Loss Factor (RLLF) not be maintained, the Manufacturer shall perform appropriate maintenance/group relamping in accordance with recommendations in the Pennsylvania State University report “Empirical Light Loss Factors for Sports Lighting”, presented at the 2009 IESNA Annual Conference. This additional work shall be at no cost to the Owner.

1. Lamp Replacement Interval: 2100 hours.

- a. Recoverable Light Loss Factor (RLLF): 0.70

- b. For alternate systems, modeling scans for both initial and maintained light levels shall be submitted and all submittal requirements described under par 1.04 Lighting Performance shall apply as well as sections 1.05, 1.06 and 1.07.

PART 2 – PRODUCTS

2.01 LIGHTING SYSTEM CONSTRUCTION (For sports lighting components of this IFB only)

- A. System Description: Sports field lighting system shall consist of the following.

1. Poles shall be either galvanized steel poles with pre-stressed concrete bases or direct burial centrifugally spun pre-stressed concrete sports lighting poles.
2. Galvanized steel poles shall attach to pre-stressed concrete base embedded in concrete backfill allowed to cure for 24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
3. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
4. Lamps shall be 1500 watt mogul based metal halide lamps.

5. Manufacturer will remote all ballasts and supporting electrical equipment in NEMA Type 4X aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. There shall be one safety disconnect for each pole such that all power to all luminaires on the pole shall be disconnected when shut off.
6. Wire harness shall be complete with an abrasion protection sleeve, strain relief and plug-in connections.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting System shall be constructed of aluminum to meet NEMA Type 4X standards. Communication method shall be provided by manufacturer and approved by the Owner. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical lighting design. Manual Off-On-Auto selector switches shall be provided.

B. Manufacturing Requirements: (For sports lighting components of this IFB only)

All components shall be designed and manufactured as a complete sports lighting system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. Durability: (For sports lighting components of this IFB only)

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 finishes. 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 type 304 or better. All wiring shall be enclosed within the cross arms, pole, or electrical components enclosure.

D. Lightning Protection: (For sports lighting components of this IFB only)

All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of # 2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height.

E. Safety: All system components shall be UL Listed for the appropriate application.

F. Electric Power Requirements for the Sports Lighting Equipment:

1. Electric power: Power Supply for the sports lighting systems is 480 V 3 phase service.
2. Maximum total voltage drop: Voltage drop from the power supply to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.02 STRUCTURAL PARAMETERS (This applies to all lighting – including sports field lighting, parking area and walkway lighting areas of this IFB)

A. Support Structure Wind Load Strength: Foundation design will be based on IBC 2009 and ASCE 7-05 (more stringent will apply) with 120 mph, 3 second gust and exposure C.

B. Structural Design: (For sports lighting components of this IFB only)

The stress analysis and safety factor of the poles shall conform to AASHTO 2001 (LTS-4) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. Soil Conditions:

A geotechnical report is not provided by the owner. Consequently, the foundation design shall be based on soils that are classified as Class 5 material as defined by 2009 IBC, Table 1804.2 titled "Allowable Foundation and Lateral Pressure".

1. It shall be the contractor's responsibility to notify the owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated due to the presence of rock or caliche or need for additional materials necessary to provide suitable foundations. Contractor may request a change order for the owner's consideration and possible additional costs associated with differing site conditions for the pole foundations:

D. Foundation Drawings:

The Contractor shall provide project specific foundation drawings signed and sealed by a structural engineer licensed in the State of Virginia. The foundation drawings shall identify appropriate assumptions and design calculations for items such as moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

2.03 ELECTRICAL AND CONTROLS

- A. Spotsylvania County reserves the right to select any, some or all of the alternate bid items listed in this IFB specification under section 1.01, E, Alternate bids items 1-6.
- B. All of the listed field locations and separate alternate bid items listed in this IFB shall each have an individual switch / timers as noted below - with the exception of: item 6 - *1. the parking lot lights for Patriot Park Soccer Field Parking Lot for field #'s 5 and 6 (these shall be on one switch with timer) and * 2. Legion Field parking area lights which shall require one individual switch and timer in addition to the sports field lighting components for those locations

1. Patriot Park Soccer Field # 5 – Sports light manufacturer designed controls
2. Patriot Park Soccer Field # 6 – Sports light manufacturer designed controls
3. Patriot Park Baseball Field # 5 – Sports light manufacturer designed controls
4. Patriot Park Baseball Field # 6– Sports light manufacturer designed controls
5. Patriot Park Parking Lot Area for Soccer Fields 1-4 - Separate switch with astronomic time clock with photocell controller
6. * 1 Patriot Park Parking Lot Area for Soccer Fields 5 & 6 – Shared switch with astronomic time clock with photocell controller
7. Patriot Park Parking Lot Area for Baseball Fields 1-6 - Separate switch with astronomic time clock with photocell controller
8. Patriot Park Walkway from Soccer Fields Parking Lot for Fields 1-4 to Patriot Park Soccer Fields Parking Lot for Fields 5 & 6. - Separate switch with timer
9. Patriot Park Amphitheater Parking Lot and Walkways. - Separate switch with astronomic time clock with photocell controller

10. Patriot Park paved walkway areas only for all walkways at the Patriot Park Baseball Fields from both access points leading from parking lots and continuing between each and all baseball Fields 1-6. - Separate switch with timer
 11. Legion Sports Field Lights – Sports light manufacturer designed controls
 12. * 2 Legion Parking Lot Area – Shared switch with astronomic time clock with photocell controller
- C. All controls, timers, switches and any mounted operational equipment shall be enclosed and mounted to a galvanized expanded steel backing that shall be fastened to galvanized steel posts embedded in concrete in the ground at locations identified as per instructions to all bidders during the pre-bid meeting. Refer to section 4.02 for photos. Example mounting requirement system can be viewed at the Spotsylvania County Riverbend High School softball field, behind the school, located at 12301 Spotswood Furnace Road Fredericksburg, VA. 22407.
1. Cost of removal of existing light components to be replaced at Legion field shall be included in the overall cost of that bid item on the bid form. Contractor shall be responsible for removing all components of the existing sports lighting system and stock pile on site at a pre-determined location designated by the Owner. The Owner shall be responsible for the off site disposal of all of the old equipment and all equipment shall be the property of the Owner.
 2. There will be a mandatory pre-bid meeting for any / all prospective bidders and contractors wishing to bid on this solicitation. It shall further be required that during this pre-bid meeting each contractor provide their company information and an email address.
 3. Patriot Park as built plans can be sent to contractors electronically in order to aid each contractor in their design of walkway and parking lot lighting. Similar plans do not exist for the Legion Fields.
- D. Contractor shall coordinate with Virginia Power and the Owner on electrical supply and services for the work. Conductors, conduits, circuit breakers and panel boards shall conform to the Owner's electrical standards and requirements to avoid electrical gear which is non-standard.

PART 3 - EXECUTION

3.01 MANUFACTURER'S REPRESENTATIVE ON-SITE VISIT

- A. Manufacturer shall provide a qualified, factory trained, representative on-site after the completion of the project installation. The manufacturer shall make any necessary adjustments to the aiming in order to ensure that the specified lighting performance is met. This service is to be provided at no cost to Owner and applies to the sports lighting components of this IFB only.

3.02 INSPECTION AND VERIFICATION

- A. Test and Measurement Procedures (For sports lighting components of this IFB only)
1. In order for Substantial Completion to be issued by Owner, the Manufacturer shall conduct a witnessed test of the sport lighting system and shall provide a report to document test results. The report shall provide the following items and verifications, as a minimum:
 - a. Identification of number and location of the test stations, that shall agree in number and location with description provided in point by point analysis
 - b. Actual horizontal foot candle readings taken at each test station

- c. Actual maximum foot candle readings taken at each spill / glare test station
- d. Number of hours of operation and number of system starts

3.03 FIELD QUALITY CONTROL

A. Illumination Measurements: (For sports lighting components of this IFB only)

The illumination testing shall be performed in the presence of the Contractor, Project Engineer, Owner's Representative(s), and Manufacturer's Representative. The measurements and testing shall be conducted by the Manufacturer. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.

1. The lighting manufacturer shall provide written guarantee the specified illumination levels and uniformity ratios at initial start-up following minimum 100 hours of lamp operations (burn in time). The measured illumination levels must be equal to or greater than the specified average initial illumination levels. Corrective action should be taken to bring the sports lighting system into conformance with the specification requirements prior to final completion of the work.
2. Testing of the facility shall be done based on the grid described under section 1.03 C.
3. All testing will be done with entire sports field illuminated.
4. Foot candle readings shall be measured with the testing device positioned horizontal 36 inches above grade.
5. In the event that the specified spill light readings as defined herein are exceeded in the field, ambient light readings shall be taken and subtracted from the respective light readings. The ambient readings must be taken at the same location and orientation as the previously recorded readings.
6. Testing equipment for measurement of foot candle levels shall be a Gossen Panalux / Mavolux, Minolta T10, calibrated and certified within the previous six (6) months.
7. In order for Final Completion to be issued by the Owner, the manufacturer shall re test all fields which following substantial completion had additional work performed as a result of repairs or alterations to the sports lighting system or was included in the punch list developed during Substantial Completion. Manufacturer shall provide a final report from the test results which shall provide the following items:
 - a. Identification of number and location of the test stations that shall agree in number and location with description provided herein.
 - b. Actual horizontal foot candle readings taken at each test station.
 - c. Actual maximum foot candle readings taken at each spill / glare test station.
 - d. Actual number of hours of operation and number of system starts.

B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed

Representative, the actual performance levels including foot candles and uniformity ratios or power consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards.
2. Manufacturer shall remove the entire unacceptable lighting system at manufacturer's expense and install a new lighting system to meet the specifications.

3.04 FIELD LIGHT LEVEL MEASUREMENT AND ACCOUNTABILITY

- A. Manufacturer shall provide two (2) Gossen 5032C or Minolta brand light meters to the Owner which shall become the property of Spotsylvania County Parks and Recreation Department. The meters shall be calibrated and certification papers provided. Meters must be provided upon initial light test.
- B. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years from the date of acceptable installation. .
- C. In addition to the initial light test certification at substantial completion and again at Final Completion, the Manufacturer shall perform light tests on all fields every two years for the entire warranty period of twenty-five years to verify that all light levels and uniformities meet the specifications designed for this project. The Manufacturer will be held responsible for any and all changes needed to bring these fields back into compliance and all expenses associated therein. Manufacturer will further be held responsible for any damage to the fields during such repairs and all expenses associated with such field damage repairs.
- D. If the Owner determines that light levels have fallen below the target maintained values identified in the specification at any time during the warranty period, the Owner may request the Manufacturer to conduct a full grid light test to verify compliance to the specification. If light levels fail to meet the target maintained values identified in the specification, the Manufacturer shall be required to resolve the problem and bring light levels to the target maintained and uniformity values identified in the specification within two weeks or within a specific time agreed upon with the Owner and Manufacturer. The additional work shall be no cost to the Owner.

3.05 ATTACHEMENTS - PHOTOS

- A. Photo (attachment 4.02-1A) – example for light pole and fixture desired for all walkway lighting items within this IFB.
- B. Photos (attachments 4.02-1B and 4.02-2B) – example of two types of light poles and fixtures from the adjoining properties for contractor parking lot designs and installation
- C. Photos (attachments 4.02-1C and 4.02-2C) – example for mounting apparatus for all controls, switches, timers etc.

3.06 LEGION FIELD BASE BID ELECTRICAL WORK

The Contractor shall include the removal and stockpile of existing sports lighting system at Legion Field in the base bid for item 3 and 4 and the following electrical service work described below:

- A. Contractor remove existing overhead power service, dry transformers and poles currently used to supply power to the existing press box and the existing field house building.
- B. Contractor shall be responsible for repairing the existing service entrance on each building and make each weather proof.
- C. Contractor shall then design and install a new 200 amp, 120/240 service to the field house building and a new 100 amp 120/240 service to the press box building.
- D. The new services shall be fed thru a 25 KVA dry transformer off of the ball field 277/480 volt service.
- E. It shall be the Contractor's responsibility to obtain all necessary permits to complete this work. All electrical work shall comply with applicable NEC provisions and County Code Requirements.

ATTACHMENT 4.02-1A



ATTACHMENT 4.02-1B & 4.02-2B





ATTACHMENT 4.02-1C & 4.02-2C





Attachment B

Bid Form

IFB# 12-05-24

Patriot Park & Legion Sports Field Lighting

(Please include any documentation of authority. For example, resolution of the board of directors, articles of incorporation, etc.)

In compliance with this Invitation for Bid, Addenda's and to all the Terms and Conditions imposed therein and hereby incorporated by reference, the authorized undersigned offers and agrees to furnish the goods/services at the price(s) indicated on the Bid Form, in accordance with this Signed Bid Form. **The signer of this Bid Form must be an authorized officer of the company.**

Name and Address of Firm:

_____ Date: _____

_____ By: _____

(Signature In Ink)

_____ Name: _____

(Please Print)

____ Zip Code: _____ Title: _____

EIN: _____ E-mail: _____

Phone: (____)_____ Fax: (____)_____

If Corporation or LLC, list State of Incorporation or Corporation:_____

Commonwealth of Virginia State Corporation Commission Number: _____

Contractors License Number _____ D-U-N-S- Number _____

ATTACH A COPY OF YOUR COMPANY'S SCC CERTIFICATE AND A LIST OF OFFICERS.

The named party hereby submits a bid in response to Spotsylvania County IFB# 12-05-24 to furnish, deliver, supply all services and provide all required warranties as described in the Specification to this IFB, found as Attachment A. The entire Bid form, including Price statement and Response Statement, accompanied by any manuals, insurance certifications, license certifications, and any supplemental materials required to be provided by the bidder pursuant to the terms and conditions of the IFB, constitute the entire bid submission.

The party hereby certifies that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Spotsylvania County or any person interested in the proposed contract.

The party submitting the forgoing bid acknowledges the provisions, terms and conditions of IFB #12-05-24, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true.

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated_____

Addendum No. _____, dated _____

(Please note all addenda's)

_____ Initial here to confirm accuracy of Bid Form
and conformity with provisions of IFB #12-05-24

(Return this Form)



Bid Form
IFB# 12-05-24

Patriot Park & Legion Sports Field Lighting

Furnish, deliver, install and render operational the sports field lighting systems for Patriot Park Soccer fields and Legion Field Baseball field.

BASE BID ITEMS	OPERATING COST	BID PRICE
Patriot Park Soccer Field #5	\$ _____ *	\$ _____
Patriot Park Soccer Field #6	\$ _____ *	\$ _____
Legion Field Baseball Field with football overly	\$ _____ *	\$ _____
BASE BID TOTALS	\$ _____ *	\$ _____

25 Year Base Bid (Including Equipment, Install & Operating Costs for 25 years)

BASE BID TOTALS \$ _____

ALTERNATE BID ITEMS	OPERATING COST	BID PRICE
#1 Patriot Park Baseball Field #5	\$ _____ *	\$ _____
#1 Patriot Park Baseball Field #6	\$ _____ *	\$ _____
#2 Patriot Park Parking Lot for Soccer Fields 1-4		\$ _____
#3 Patriot Park Parking Lot for Baseball Fields 1-6		\$ _____
#4 Patriot Park Parking Lot for Amphitheater		\$ _____
#5 Patriot Park Walkway Lighting from Soccer Parking Lot 1-4 & 5-6		\$ _____
#6 Patriot Park Walkway Lighting at and for all Baseball Field Paved Access Walkways		\$ _____
ALTERNATE BID TOTALS		\$ _____

25 Year Alternate Bid (Including Sports Lighting Items #1 & #1 for Equipment, Install & Operating Costs for 25 years)

GRAND TOTAL = BASE BID + ALTERNATE BID \$ _____
(basis of award)

*Figure to be provided for analysis only, not to be part of contract price.

The Bidder agrees to deliver the following items, complete in all respects, following receipt of Notice to Proceed.

ITEM	NUMBER OF DAYS**
Complete installation of all three base bid ball field lighting systems	_____
Complete installation of any or all alternate lighting items above	_____
**Specified in days after Notice to Proceed is issued to Contractor	
Warranty and guarantee coverage as per Specification shall be _____ year(s) on all Athletic Field Lighting.	
Warranty and guarantee coverage as per Specification shall be _____ year(s) on all Alternate Bid Items.	

_____ Initial here to confirm accuracy of Bid Form and conformity with provisions of IFB #12-05-24
(Return this Form)

Bid Form
IFB# 12-05-24
Patriot Park & Legion Sports Field Lighting

Response Statement

This Response Form is to be completed by the Bidder to more specifically describe and define the proposed work. The manufacturer's brochures or literature, describing the features and performance must accompany the Response Form. Any deviations from the IFB specifications shall be stated on this form or attached to this form.

1. Item Description

Patriot Park & Legion Sports Field Lighting

3. Deviations from IFB Specification

_____ Initial here to confirm accuracy of Bid Form and conformity with provisions of IFB #12-05-24

(Return this Form)

Bid Form

IFB# 12-05-24
Patriot Park & Legion Sports Field Lighting

A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package.

Please list references below:

Company Name: _____

Address: _____

Phone Number: _____

Email Contact: _____

Project Name: _____

Location Address: _____

Additional Information: _____

Company Name: _____

Address: _____

Phone Number: _____

Email Contact: _____

Project Name: _____

Location Address: _____

Additional Information: _____

Company Name: _____

Address: _____

Phone Number: _____

Email Contact: _____

Project Name: _____

Location Address: _____

Additional Information: _____

Initial here to confirm accuracy of Bid Form and conformity with provisions of IFB #12-05-24__ _____

(Return this Form)