



County of Roanoke

**FINANCE DEPARTMENT
PURCHASING DIVISION
5204 Bernard Drive SW Suite 300-F
Roanoke, VA 24018
(540) 772-2061 ext. 308
(540) 561-2857 FAX**

**Marcha Powell, CPPB
Senior Buyer**

**REQUEST FOR PROPOSAL
RFP # 2011- 084**

**Athletic Field Lighting Replacement
At Walrond Park**

**A MANDATORY PRE PROPOSAL MEETING
will be held at 11:00 AM February 15, 2011 at Walrond Park
Vendors/Contractors wishing to propose MUST attend this meeting.**

**One Original & Five (5) complete copies
and One CD Copy of Proposals Due**

**Due Date:
February 25, 2011
3:00 PM
(local prevailing time)**

REQUEST FOR PROPOSAL RFP # 2011- 084
Athletic Field Lighting Replacement
At Walrond Park

The County of Roanoke Virginia for Roanoke County Parks, Recreation and Tourism requests proposals from qualified Electrical Firms to furnish and install Outdoor Athletic Field Sports Lighting in Walrond Park located in North West Roanoke County at 6842 Walrond Drive. Upon review of proposals received in response to this Request for Proposals (RFP), the County of Roanoke anticipates awarding a single contract for the services requested.

County of Roanoke is looking for an energy efficient outdoor sports lighting design that will include wireless controls, glare control, 50/30fc light levels and meet all County of Roanoke outdoor sports lighting requirements.

Sealed proposals will be accepted at and until **3:00 P.M. (local prevailing time) on February 25, 2011**, at the Purchasing Office (address below). As this is a sealed formal Request for Proposal, faxed proposals will NOT be accepted. Proposals not received by the date and time listed above will be returned to the Offeror unopened.

A MANDATORY PRE PROPOSAL MEETING will be held at 11:00 AM February 15, 2011. Anyone wishing to submit a propose on this project must attend this mandatory meeting. This meeting to be held at the Log House inside Walrond Park:

Meeting Address: Walrond Park ,6842 Walrond Drive, Roanoke, VA 24019

The County shall not be bound by and the Offeror shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

Buyer: Marcha Powell, CPPB, Senior Buyer
E-Mail: mpowell@roanokecountyva.gov
Phone: 540/772-2061 x 308

Questions received prior to pre-proposal conference will be answered in detail at the pre-proposal meeting.

All communications regarding this proposal shall only be through the County's buyer listed above.

Roanoke County shall provide the mechanism for the evaluation of all information received the final determination of responsible offertory and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. Roanoke County reserves the right to split the award. Roanoke County reserves the right to procure from State Contracts when it is determined that these contracts are in the best interest of the County.

Individuals with disabilities, who require assistance or special arrangements in order to participate in proposal process, please contact our office at (540) 772-2061. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper assistance.

SUBMISSION OF THE PROPOSAL

One (1) original, Five (5) complete copies and one (1) CD electronic copy of the sealed proposal will be accepted at and until **3:00 PM (local prevailing time) on February 25, 2011**, at the Department of Finance Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Proposals not received by the date and time listed above will be returned to the Offeror. Proposal envelope should be identified with the following information. **"RFP# 2011-084 Athletic Field Lighting Replacement in Walrond Park"**.

Proposals should be complete and limited to 20 pages in length. Any inquiries regarding this proposal shall be in writing and emailed to Marcha Powell, mpowell@roanokecountyva.gov or mailed to the above address. Questions received within seven (7) days of the proposal due date will be attempted to be answered, but will not be reason to delay the closing time of the proposal.

Roanoke County solicits participation from minority-owned business.

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PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for Walrond Park. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth in these specifications.
- C. Take down the existing sports lighting poles and fixtures and transport to a onsite specified location for storage.
- D. The sports lighting will be for the following fields:
 - 1. Baseball Field with Football Field Overlay
 - 2. Softball Field
- E. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system proposed shall be designed such that the light levels are guaranteed. Proposal must include this information and warranty statements.
 - 2. In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. To allow for optimized use of labor resources and avoid unneeded operation of the facility the proposed lighting system requires an on site control as well as a remote on/off control.

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant. Lighting calculations shall be developed and field measurements taken 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, contractor or manufacturer will measure at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Field - Infield	50 footcandles	2.0:1.0	25	30' x 30'
Baseball Field - Outfield	30 footcandles	2.5:1.0	73	30' x 30'
Football Field Overlay	30 footcandles	2.0:1.0	60	30' x 30'
Softball Field - Infield	50 footcandles	2.0:1.0	25	20' x 20'
Softball Field - Outfield	30 footcandles	2.5:1.0	88	20' x 20'

1. Lumen maintenance control: Proposal shall describe the strategy to maintain constant light levels.
2. Project References: Manufacturers proposing any form of a constant light system must provide a minimum of five (5) project references that have been completed within the last calendar year utilizing the proposed technology. Manufacturer will include project name, project city, and if requested, contact name and contact phone number for each reference.

1.3 ENERGY EFFICIENCIES AND CONSUMPTION

- A. Energy Consumption: The average kWh consumption for the field lighting system shall be stated in the proposal for each of the following:
 1. Softball Field
 2. Baseball Field
 3. Football Field

1.4 SYSTEM MANAGEMENT AND CONTROLS

- A. Roanoke County Parks Recreation and Tourism desires the following management and control system.
 1. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email.
 2. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone.
 3. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
 4. Management Tools: Manufacturer Tools shall provide a web-based database of actual field usage and provide reports by facility and user group.
 5. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
 6. Cumulative hours: shall be tracked to show the total hours used by the facility.
 7. Current lamp hours: shall be tracked separately to reflect the amount of hours on the current set of lamps being used, so relamping can be scheduled accurately.
- B. Communication Costs: Proposal shall include any communication costs for operating the controls on an annual basis.

- c. Life Cycle Cost: Manufacturer shall submit life cycle cost calculations based on a 25 year period as follows. Equipment price and total life cycle cost shall be entered separately on proposal form.

a.	Luminaire energy consumption # luminaires x ___kW demand per luminaire x .08 kWh rate x 300 annual usage hours x 25 years		
b.	Cost for spot relamping and maintenance annually Assume 7.5 repairs at \$500 each if not included with the proposal	+	
c.	Cost to relamp all luminaires during 25 years 300 annual usage hours x 25 years / 2100 hours x \$125 lamp & labor x # of fixtures if not included with the proposal	+	
	TOTAL 25-Year Life Cycle Operating Cost	=	

1.5 **WARRANTY AND GUARANTEE**

Each manufacturer shall supply a signed warranty covering the entire system based on stated duration of warranty. 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. 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 proposed strategy.

1.6 **DELIVERY TIMING**

Equipment On-Site: The equipment must be on-site 4-6 weeks from receipt of approved submittals and receipt of complete order information.

1.7 **NOTICE OF INTENT TO AWARD AND DESIGN APPROVAL**

Once a Notice of Intent to Award has been issued and all required documents have been received, including manufacturers shop drawings, the County will review all documentation to ensure compliance to all specification and will issue a Notice to Proceed.

1.8 **ALTERNATE SYSTEM REQUIREMENTS**

- A. Approved Product: Musco's Light-Structure Green System TM or Equal. All Offeror's must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at time of proposal. Special manufacturing to meet the standards of this specifications may be required.
- B. Compliance to Specifications: Acceptance of a proposal alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in your proposal and the County reserves the right to accept or reject alternate proposals.
- C. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels, uniformity, glare control, and spill control per Roanoke County ordinance. If a constant light level cannot be provided, the specified maximum Recoverable Light Loss Factor and maintenance/group relamping schedule shall be provided in accordance with recommendations in the Pennsylvania State University report "Empirical Light Loss Factors for Sports Lighting", presented at the 2009 IESNA Annual Conference.

- D. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

Lamp Replacement Interval (hours)	Recoverable Light Loss Factor (RLLF)
2100	0.69

For alternate systems, scans for both initial and maintained light levels shall be submitted.

Area of Lighting	Average Initial Light Levels	Average Target/Maintained Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Field - Infield	72.5 footcandles	50 footcandles	2.0:1.0	25	30' x 30'
Baseball Field - Outfield	43.5 footcandles	30 footcandles	2.5:1.0	73	30' x 30'
Football Field Overlay	43.5 footcandles	30 footcandles	2.0:1.0	60	30' x 30'
Softball Field - Infield	72.5 footcandles	50 footcandles	2.0:1.0	25	20' x 20'
Softball Field - Outfield	43.5 footcandles	30 footcandles	2.5:1.0	88	20' x 20'

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

A. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly.
2. Pre-stressed concrete base embedded in concrete backfill allowed to cure for 12-24 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. To alleviate concerns of corrosion at or near grade level and to curtail the need for corrosion inspections and maintenance in the same area, direct buried steel poles will not be permissible.
3. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
4. Manufacturer will remotely locate all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.

7. Batting Cage Lighting: The third base sideline of field two light poles are to receive one fixture each aimed towards the batting cage. These fixtures shall be switched independently.

B. Optional Turbines: Pole Top Mounted Wind Turbines:

1. The County desires wind turbine to be installed on four (4) of the tallest poles above crossarm assembly on each pole. The turbines will be integrated into the sports lighting poles through the use of a pole/turbine adaptor. Each turbine is expected to generate a minimum of 1.9kwh at 8mph wind speed. Concrete poles will not be allowed due to the integration of wind turbines at the top of the poles.
 - a. Wind Turbines to be included in the optional proposal pricing.
2. **Manufacturing Requirements:** All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
3. **Durability:** All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated for protection against corrosion and stress corrosion cracking. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
4. **Lightning Protection:** 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.
5. **Safety:** All system components shall be UL Listed for the appropriate application.
6. **Electric Power Requirements for the Sports Lighting Equipment:**
 - a. Electric power: Voltage/phasing per site requirements.
 - b. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.2 STRUCTURAL PARAMETERS

- A. Foundation design will be based on IBC 2009, 90 mph, Exposure C., 1.0 Importance Factor
- B. Structural Design: 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: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. A geotechnical report is not provided by the County, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2009 IBC, Table 1804.2.

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. Should conditions require change orders for unsuitable soil conditions this contract will approve up to a total of Seven Percent (7%) of base proposal.

- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt 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 their expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
 - 2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
 - 3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

SUBMITTAL INFORMATION

Design Submittal Data Checklist and Certification

All items listed below are mandatory, shall comply with the specification and be submitted

Included	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. Alternate manufacturers shall provide both initial and maintained light scans using a maximum Recoverable Light Loss Factor (RLLF) as specified in section 1.7.
	C	Life Cycle Cost Calculation	Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 25 Years.
	D	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth 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 must be stamped by a structural engineer in the state of Virginia.
	E	Control and Monitoring	Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.
	F	Electrical Distribution Plans	If proposing an alternate system, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Virginia.
	G	Performance Guarantee	Provide 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. Light levels must be guaranteed per specification for 25 years.
	H	Warranty	Provide written warranty information including all terms and conditions.
	I	Independent Testing Report	Manufacturer proposing any form of a constant light system is to provide an independent test report certifying the system meets the lumen maintenance control strategy defined in Section 1.2.A.1, verifying the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. Report shall be signed by a licensed professional engineer with outdoor lighting experience.
	J	Project References	Manufacturer to provide a list of projects where the technology proposed for this project has been installed. If any form of a constant light system is bid, a minimum of 5 project references completed within the last calendar year is required. For a depreciating light system a full list of projects completed within the past 3 years is required. Reference list will include project name, project city, and if requested, contact name and contact phone number.
	K	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications.
	L	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance
	M	<u>For Optional Only</u> Wind Turbine Info	If the Wind Turbine alternate is selected, please provide the necessary literature / cut sheet pertaining to the wind turbine, turbine pole attachment / connection, structural foundation details, and all wiring information associated to the wind turbines.

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** ____/____/____

Proposal Content:

The written proposal should provide background information about the company, its employees, and its experience with related projects and related clients. It should cover the experience of the firm, as well as any consultants on the proposed team. For the purposes of the RFP, the term “company” shall refer to the prime respondent of this RFP, or in other words, the company with whom the County will contract.

Specifically, the proposal should address the following information in order:

1. Company profile listing: name, address, year established, type of ownership, size of company and staff, and an organization chart. If company has multiple offices, please list where the work for this project will be performed.
2. Information about the overall makeup of the project team, including: the identity of all key personnel, a description of their respective responsibilities and duties, and each team members experience with outdoor sports lighting design projects.
3. Information about any consulting firms or sub-contractors to be included on the team. Identify company name, address, telephone number, contact person, and names and job descriptions of key personnel. Identify consultants experience with outdoor sports lighting design projects.
4. Summary of at least five (5) similar projects for which the designer was responsible. Each of the project summaries should include the following:
 - a. Description of the facility and year completed.
 - b. Degree of involvement of sub-contractors.
 - c. Consulting firms involved and their assigned responsibilities.
 - d. Project references including names, addresses, and telephone numbers.
5. Current company workload, and ability to perform work for this project given the schedule listed below.
7. Company proximity to, and familiarity with the area where the project is located.
8. Cost for scope of services listed.
 - Base Proposal Pricing
 - Base Proposal with Optional Turbine's
 - Available Start Date
 - Projected Completion Date

Specific Requirements-Athletic Lighting:

1. Contractor(s) and any sub-contractor(s) shall be a Virginia Licensed Electrical Contractor and submit a current, valid copy of license upon request.
2. Contractor will have ownership of lift/bucket truck capable of reaching the required heights in feet.
3. Contractor shall provide all labor and materials, including but not limited to lamps, ballasts, light fixtures, conduit, boxes, wire, cables, hardware, etc., necessary for the complete installation and maintenance of light poles and towers.
4. Contractor must have immediate access to all equipment, tools and personnel necessary to perform all functions of electrical repairs, maintenance and installations the job may require. This includes, but is not limited to, bucket and aerial trucks and interior lifts to perform required work.
5. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by Roanoke County Parks, Recreation & Tourism.
6. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by Roanoke County Parks, Recreation & Tourism Department representative/designee at least ten (10) working days before the deadline for submission of (s) request for payment.
7. All materials provided and work performed shall fully conform to all applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new. The Contractor shall follow the manufacturer's operating and maintenance instructions for the work being performed.
8. Contractor understands all work described in this proposal shall be done with the least inconvenience to Roanoke County property. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with Roanoke County Parks, Recreation & Tourism staff.
9. Hours of Operation: Standard work hours for this project will be 6:30 AM to 4:30 PM, Monday through Friday with exception of posted holidays. A list of these holidays may be found on the County's website. <http://www.roanokecountyva.gov>.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (08/2010)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded

from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Submission and Receipt of Proposals

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

Addendums:

Notifications of Addendums will only be issued through a county email notification system.

It is the responsibility of all Offerors to subscribe to this notification system to receive notices of any and all addendums. Please follow the procedure outlined on the Purchasing website at <http://eservices.roanokecountyva.gov/vendor/BidsRfps.htm> to subscribe to the County's email notification system. Submission of incorrect contract information on this site may render your bid submission invalid if we are unable to contact you with addenda.

Acceptance or Rejection of Proposals

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Evaluation Criteria:

Several factors, in addition to costs, will be taken into account when evaluating proposals:

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

- (a) Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the Offerors.
- (b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- (c) The quality of performance of previous contracts, products and/or services.
- (d) Reporting capabilities.
- (e) Company financial status: The sufficiency of the financial resources and the ability of the Offeror to perform the contract.
- (f) Proposal Submission completeness and compliance with the specifications.
- (g) Service and support offering. The ability, capacity and skill of the Offer to perform or provide the service. The ability of the Offeror to provide future maintenance and/or service.
- (h) Price. Pricing shall be a factor in evaluating the proposals; however, Roanoke County reserves the right to purchase other than low bid.
- (i) Performance, efficiency and warranty will other factors that will be given consideration
- (i) The previous and existing compliance by the Offeror with laws and policies relating to the contract.
- (k) The quality, availability and adaptability of the goods and services.
- (l) All samples are subject to product testing.
- (m) Whether the Offeror can perform the contract and provide service promptly.
- (n) The ability of the Offeror to respond to problems and concerns.
- (o) Delivery

Selection Process/Award of Contract

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a) Procurement of Professional Services. *The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

3(b). Procurement of other than professional services. *Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror.*

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Compliance with Laws

The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

Authority To Transact Business In Virginia

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if

so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

Tax Exemption

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, 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.

Anti-Discrimination

By submitting their proposal, all offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

- (a) During the performance of this contract, the contractor agrees as follows:
- (b) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (c) 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.

- (d) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (e) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

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 violation 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 a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Availability of Funds

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

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

Assignment of Contract

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

Cancellation of Contract

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

Default

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

Performance Bond

At the time of or prior to the execution of the contract, the County reserves the right to require the successful offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

Delivery Point

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the proposal price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County

Acceptance of Material

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

Warranty/Returns

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

Delivery

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from proposing on future County contracts.

Copyright or Patent Rights

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Certification and Ability

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

Data on convictions for certain crimes and child abuse and neglect

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP # 2011-084

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A – This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B – This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C – This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

RFP Pricing Page
2011- 084
Athletic Field Lighting Replacement
At Walrond Park

- Base Proposal Pricing \$ _____
- Base Proposal with Optional Turbine's \$ _____

Available Start Date _____

Projected Completion Date _____

Virginia Contractors License # _____

FED. ID NO. _____

SCC NO, _____

Authorized Signature _____

Name/Title (type/print) _____

Telephone _____ Fax _____

Email _____ Date _____

Signature Page
RFP # 2011- 084
Athletic Field Lighting Replacement
At Walrond Park

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP # 2011-084.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

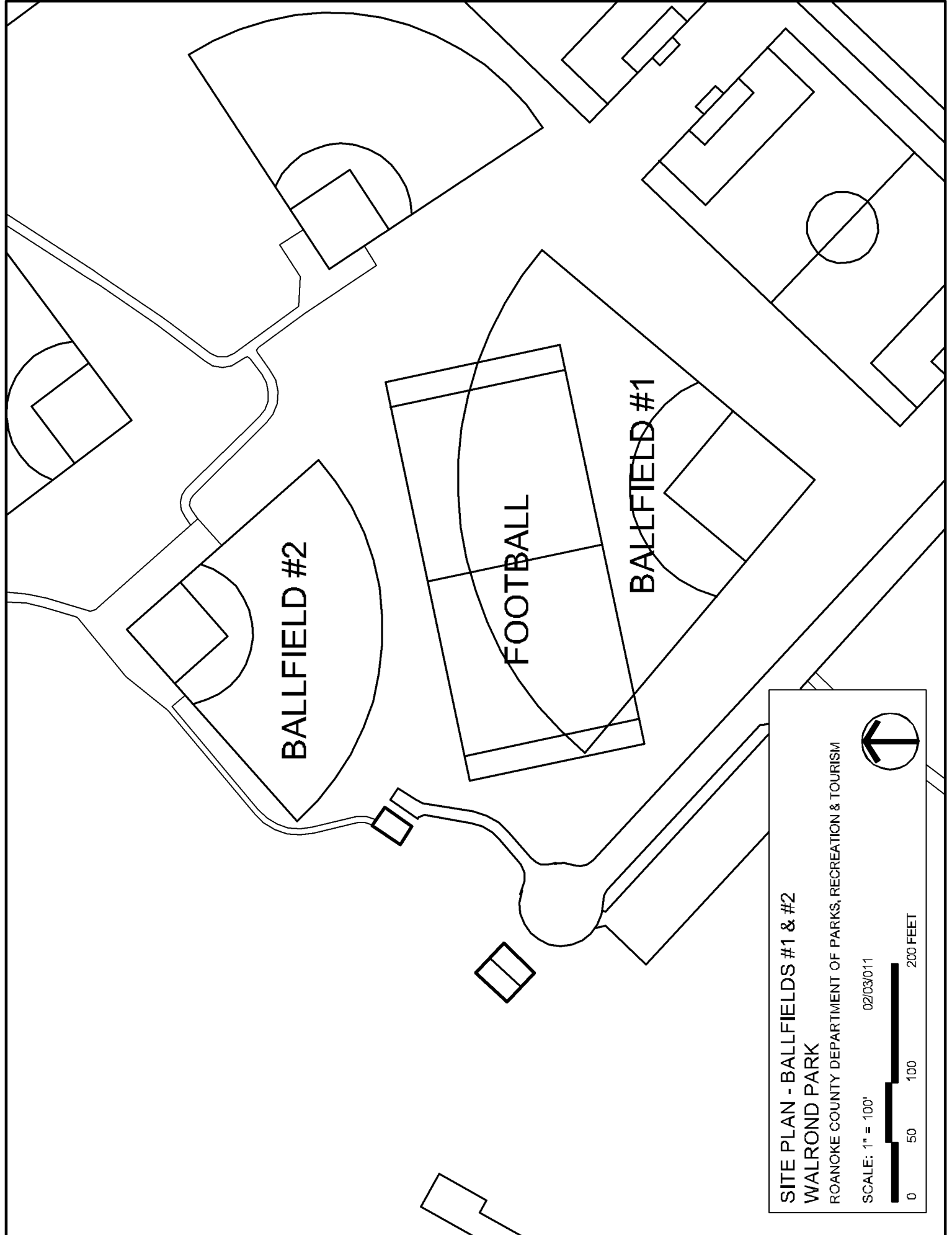
Authorized Signature _____

Name/Title (type/print) _____

Telephone _____ Fax _____

Email _____ Date _____

To receive consideration for award, this signature sheet must be returned to the Roanoke County Purchasing Division as it shall be a part of your response.



SITE PLAN - BALLFIELDS #1 & #2
WALROND PARK

ROANOKE COUNTY DEPARTMENT OF PARKS, RECREATION & TOURISM

SCALE: 1" = 100'

02/03/011

