

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER
OFFICE: (334)705-5120
FAX: (334)705-5128**

BID DATA

BID NUMBER: 16013
COMMODITY TITLE: LED Off-Roadway Luminaires
USER DEPARTMENT: Opelika Power Services
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5120
ISSUE DATE: March 28, 2016

BID OPENING

DAY/DATE: April 11, 2016
TIME: 2:00 p.m.
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Dept
PO Box 390
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a three-year contract to provide **LED OFF-ROADWAY LUMINAIRES** as per the attached specifications for the Opelika Power Service Department. Bids shall be received by 2:00 PM on April 11, 2016 at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:
City of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

PART ONE

GENERAL TERMS AND INSTRUCTIONS

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.4 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.5 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped self-addressed envelope with their bid. Bid results will be posted on the City of Opelika web site for viewing at www.opelika.org.
- 1.6 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.7 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for

employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- 1.8 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).

SECTION II SUBMISSION OF BID

- 2.1 Bid received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid shall sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, two copies of the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only, and shall be used to help determine a product's compliance with specifications.**
- 2.10 Bidders who have not submitted information to be placed on the City of Opelika's bid list may do so by submitting a written request to be placed on the vendor list on Company letterhead, and completing the W-9 form that is attached that shall be returned with the bid.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
 - 3.2.1 Bid price
 - 3.2.2 Compliance with specifications
 - 3.2.3 Ability to deliver product or service
 - 3.2.4 Prompt pay discount, if offered, and meeting requirements of **Section 3.4
 - 3.2.5 Availability of warranty service and parts
 - 3.2.6 Delivery date
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, an totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to businesses located within the City of Opelika when their bid is within 5% of the lowest responsible bid. The City will extend that preference when applicable.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct invoice to:
City of Opelika
Accounting Department

PO Box 390
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
 - 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V ESCALATION CLAUSE

- 5.1 The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
 - 5.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 5.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
 - 5.1.3 Failure to comply with above requirements shall deem the prices to be in effect for the entire life of the contract.
 - 5.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.
 - 5.1.5 The City of Opelika reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
 - 5.1.6 In case of default by the vendor, the City may procure the articles from other sources and hold the vendor responsible for any excess cost occasioned thereby.

SECTION VI ADDENDA AND INTERPRETATIONS

- 6.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 6.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

SECTION VII CONTRACT PERIOD

- 7.1 Bids submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end March 31, 2017. Upon

mutual agreements, this contract may be extended for two additional years in one-year increments.

- 7.2 The City may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance.
- 7.3 All items shall be delivered F.O.B. destination. Delivery costs and freight charges shall be included in the bid on each individual item with no minimum ordering quantities required.
- 7.4 Orders shall be placed on an "AS NEEDED" basis.

PART II
ITB #16013
SPECIFICATIONS
LED OFF-ROADWAY LUMINAIRES

1. GENERAL – LED Mongoose Off-Roadway Luminaires

2. APPROVED FIXTURE

2.1. Fixture shall be Holophane Mongoose LED: MGLED-*-5K-AS-*-V-*-NLP7, (* Num. of LED's, Optics, Tilt Range, Optics and Color to be specified at time of order)

3. STANDARD FEATURES

3.1. HOUSING, DOOR & FITTER

3.1.1. Shall be die cast aluminum

3.1.2. They shall undergo a five stage cleaning and pretreatment process and over-coated with an electrostatically applied 2 to 4 mil coat of TGIC polyester powder paint cured at 425°F

3.1.3. Shall have passed a 5000 hour salt spray test as specified by ASTM B-117

3.1.4. All external hardware shall be corrosion resistant stainless steel.

3.1.5. Housing access shall not require tools

3.1.6. Fitter shall be built in and accommodate a standard 2 inch tenon or arm.

3.1.7. All mountings shall be 3G vibration rated per ANSI C136

3.1.8. Units shall be able to be tilted between 0° and 18° or 27° and 45°

3.1.9. Electrical connection shall be inside the fitter assembly and not require fixture entry

3.1.10. Terminal block located inside the fitter shall be provided

3.1.11. NEMA label

3.2. OPTICS

3.2.1. Performance is comparable to 150-1000 watt HID

3.2.2. IP66 rated borosilicate glass optics

3.2.3. 5000K CCT, 70 CRI Min.

3.2.4. Options of narrow roadway, medium roadway, wide roadway, forward throw, and area type lighting distributions

3.3. ELECTRICAL ASSEMBLY

3.3.1. Fixture door shall contain all driver components and be hinged for fast tool-free removal and replacement

3.3.2. Complete replacement should take less than 60 seconds

3.3.3. Electronic driver with an expected life of 100,000 hours at 25°C

3.3.4. LED light engines are rated > 100,000 at 25'C, L70

3.3.5. Fixture protection is provided by surge protection device meeting ANSI/IEEE C62.4 Category C (10kV/5kA)

3.4.VOLTAGE

3.4.1. Auto-sensing voltage 120-277V

3.5.PHOTOCONTROL

3.5.1. 7- Pin NEMA twist lock photocontrol receptacle including connection to the dimming leads of the driver

4. UTILITY GRADE

4.1. Only utility grade will be considered

5. WARRANTY

5.1. Items must carry a five year warranty on all materials and workmanship starting from date of shipment

**PART III
ITB #16013
BID FORM
LED OFF-ROADWAY LUMINAIRES**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified.

Item #1 – #3 LED Mongoose Off-Roadway Luminaires - Per Specifications

Item #	Estimated Annual Qty.	Number of LED's	Unit Price	Remarks
1	30	4 COB	\$ _____	_____
2	30	6 COB	\$ _____	_____
3	90	9 COB	\$ _____	_____

Delivery ARO _____ **Weeks**

Discounts will be allowed for prompt payment: _____ percent, 10 calendar days
 _____ percent, 15 calendar days
 _____ percent, 20 calendar days
 _____ percent, 30 calendar days

COMPANY SUBMITTING BID _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

TYPED NAME AND TITLE OF SIGNER

TELEPHONE NUMBER

DATE

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

PHONE NUMBER

FAX NUMBER

Bid No: 16013

STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.
- _____ Specifications are unclear (explain below)
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)