



REQUEST FOR PROPOSAL

Lindquist Field Lighting



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Parks and Cemetery

September 5, 2019

Request for Proposal

Ogden City Corporation

Lindquist Field Lighting

Ogden City Corporation is requesting proposals from a qualified sports lighting company to provide an automated LED lighting system for Lindquist Field that exceeds current Pioneer League standards while utilizing existing light poles.

Proposal packets are available and may be obtained from Ogden City Purchasing, 2549 Washington Blvd., Suite 510, Ogden, Utah, or by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Applicants are responsible for securing any and all addenda issued.

A non-mandatory proposal meeting will be held on **September 26, 2019 at 10 AM**. We will meet at the Municipal Building 7th Floor conference room located at 2459 Washington Blvd, Ogden UT 84401. All contractors intending to submit a proposal are encouraged to attend and obtain relevant information concerning the project. See RFP for meeting details.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM on October 3, 2019. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes proposals from women and minority owned businesses.

To request a confidential proposal, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Records webpage at <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

Published: September 8, 15, & 22, 2019

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I. INTRODUCTION

Ogden's Lindquist Field currently has an out dated field lighting system that does not meet current MiLB minimum lighting standards of 70fc infield and 50fc outfield. The City desires to receive proposals that include the performance of an automated LED field lighting system that will exceed minimum lighting levels to attain 100fc/infield and 70fc/outfield while providing safe lighting levels throughout spectator viewing areas.

Goals/Objectives

Ogden City strives to maintain:

1. and exceed the minimum MiLB lighting standards for Pioneer League play of 70 infield, 50 outfield.
2. the light levels of 100 infield and 70 outfield throughout the warranty period and beyond.
3. and achieve these specific goals through the use of existing light poles and various portions of existing infrastructure with retrofitted LED fixtures and materials.
4. safe levels of light throughout all spectator viewing areas that rely on field lighting as the primary source of light before, during, and following games..

II. OVERVIEW

Currently, Ogden's Lindquist Field fails to meet minimum standards for field lighting set by MiLB. As Lindquist Field is home to the Ogden Raptors, and as a Minor League affiliate of the Los Angeles Dodgers, it is necessary for player safety and development to provide a safe and quality environment to both players and spectators. There are currently 108, 1,500 watt metal halide fixtures located on 6 lighting poles that range in height from 100' to 110'. It is the City's desire to have the existing poles and possibly cross-arms retrofitted with energy saving LED fixtures including all necessary and

associated materials and equipment. Five of the six poles can be accessed by way of asphalt/concrete surfaces. The sixth pole can be accessed by way of the warning track surface in right center field.

III. SCOPE OF WORK

The City desires Contractor to provide bid pricing that includes but is not limited to the following:

- Provide turnkey system and design to attain and maintain minimum light levels of 100fc/infield and 70fc/outfield by retrofit of existing light poles with energy saving LED fixtures and associated components.
 - Light Level of 100 foot-candles in the infield 1.2:1 Uniformity and 70 foot-candles in the outfield 2:1 Uniformity
 - Minimum lumen output of 13,700,000 for entire system lighting the field
 - Candela (Glare of Fixture) of less than 500 at home plate from the outfield pole locations and 15,000 candela from the infield pole locations
- Provide detail for lighting control and monitoring system. Include details for the flexibility and ease of operation. Control system must have a central, hardwired location for operation, but should include capabilities for control through smart phone App, phone or computer. Include details for pre-programmed shows, dynamic scenes and capabilities to control specific zones.
- Provide engineering details for fixtures, cross arms, mounting equipment, etc... Provide the number and fixture type to achieve specified light levels of 100/70.
- Upon completion of project, provide verification through lighting performance audit that the 100/70 lighting standards are met. Lighting standards must be guaranteed throughout the warranty period.
- Provide verification of acceptable light levels throughout spectator viewing areas that rely on field lighting as the main source of lighting for safe passage. Provide details regarding light control measures and capabilities in these areas.
 - Light Level average of 40 foot-candles in the seats is required as a minimum.
- Provide demolition detail for existing metal halide fixtures and associated parts and material to be replaced. Cost should include all hauling and waste fees associated with the lighting removal.

- Provide estimated energy savings that will be met as a result of LED retrofit.
- Provide detail for a 25 year guarantee onsite labor and all materials warranty. Warranty to include, but not limited to: light performance, structural integrity, energy consumption, spill lighting control, monitoring, maintenance and control services. 25 year parts and labor warranty with Guaranteed Light Levels to meet specification.
- Provide detail as to whether Dark Sky parameters will be met while attaining 100/70 levels.
- Provide detail for installation, delivery, storage and construction timing.
- Provide pricing that includes sales and use tax and any other associated charges and fees which may be applicable to a complete project.
- Verification of the structural integrity of existing light poles and existing components to be used is the responsibility of the Contractor. Verification must include a review from a licensed structural engineer. The report must be submitted to the City for review upon inspection. The report must cover the light poles including foundations, to ensure they are sufficient to support the new designed lighting system.
- Project must be completed, in its entirety by 5/1/2020. Completed work must include all testing, lighting audits, and inspections and all items installed for a completed project meeting the standards mentioned above. All work shall be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless prior approval is given. No work to be done on City holidays without prior approval.
- All work will be performed at Lindquist Field, 2330 Lincoln Ave, Ogden, Utah, 84401 and must meet the requirements specified in Major League Rule 58, "Standards For Minor League Playing Facilities," and the attachment thereto. Section 12.8 of Attachment 58 provides standards for field lighting.
- All contractors performing work on City property must comply with current OSHA and ANSI standards along with any Ogden City requirements throughout the duration of the project and while performing work for the City.
- Upon final inspection, all work must meet the specific requirements and technical specifications agreed upon at the time of contract and extending throughout the warranty period for parts and labor.

IV. RESPONSE TO REQUEST FOR PROPOSAL

Company Information

The City will accept proposals from firms that are capable of providing all of the work described in the above Scope of Work including Attachments. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

Each Proposal must include, as a minimum, the following information:

1. Name, address, email and telephone number of company submitting the proposal.
 - a. Include the name and contact information of the person designated as the firm's representative.
2. Evidence of Insurability.
3. A description of the firm's experience and capability of fulfilling this contract if awarded.
4. A detailed breakdown of the proposed costs and timeframes to complete the project, including a price guarantee period.
5. Company history with biographies and/or resumes for principle contacts.
6. A list of three references. Include project dates, scope, summary of work performed, and contact information.
7. The names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.

**Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

***Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.*

****Technical specifications can be added as part of an addendum and do not count as part of the proposal, so long as the appendix is included as a supplementary document.*

V. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the following criteria:

1. Materials, resources and design 30%

2. References, company credentials & experience 25%
3. Cost / fee proposal 25%
4. Availability, timing and completion date 20%

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Nonresponsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a bidder to supplement their written proposal.

VI. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if

- applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
 - iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
- i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
- i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

VII. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS

Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and

approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

All work must meet current industry standards including all Federal, State and local rules and regulations.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.

Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves

the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

Public records - Pursuant to the Utah Government Records Access and Management Act (GRAMA), records may be considered public after the contract is awarded.

Confidentiality – To request a confidential proposal, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of submission. The form can be accessed through the Records webpage at <https://www.ogdencity.com/DocumentCenter/View/7004/Busiiness-Confidentiality-Claim-form>

VIII. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

IX. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question and answer period ends at 3PM on September 30, 2019.

X. NON-MANDATORY PROPOSAL MEETING

A non-mandatory proposal meeting will be held on **September 26, 2019 at 10 AM**. We will meet at the Municipal Building 7th Floor conference room located at 2459 Washington Blvd, Ogden UT 84401. All contractors intending to submit a proposal are encouraged to attend and obtain relevant information concerning the project. The City may also hold a site visit to Lindquist Field. Further, if you are unable to physically attend, we will provide

a call-in option the day before the meeting. Please send in an email to purchasing@ogdencity.com so we can notate your attendance via phone. Lastly, allow at least two (2) hours for this meeting and have transportation to travel to Lindquist Field, if applicable.

XI. SUBMISSION OF PROPOSALS

Firms shall submit five (5) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on October 3, 2019.** On the envelope, indicate Lindquist Field Lighting RFP. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by mail or other delivery service or hand-carried to the 2nd Floor Information Desk at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes proposals from women and minority owned businesses.